City of Laredo

REGULAR MEETING AGENDA

A-2025-R-13

Monday, August 18, 2025
5:30 PM

City Council Chambers

City Council

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City of Laredo
Regular City Council Meeting
A-2025-R-13
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
August 18, 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:

August 4, 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. RECOGNITION

1. The City of Laredo Mayor, Dr. Victor Treviño, and Council proudly recognize Zoe Castaneda and Luis Ivan Zapata Espinoza, students at Harmony School of Innovation–Laredo, who were selected to participate in the National Youth Leadership Forum (NYLF): Pathways to STEM, hosted at Rice University in Houston. This prestigious summer program, organized by Envision by World Strides, provided them with hands-on academic and career-focused experiences in science, technology, engineering, and math. Way to represent Laredo! **REC-18**

2. The City of Laredo Mayor, Dr. Victor Treviño, recognizes Manuel Christian Cardenas, a Laredo native, for his outstanding achievement as a U.S. Patent Holder. His innovation and dedication inspire our community and are a testament to the talent that thrives in Laredo. **REC-19**

3. The City of Laredo Mayor, Dr. Victor Treviño, recognizes the Mary Help of Christians School 5th Grade Boys' Soccer Team for their exceptional achievement in securing the 2024–2025 championship title. Their unwavering dedication, perseverance, and teamwork led to a well-deserved victory. Congratulations to the players and coaches! **REC-20**

4. The City of Laredo Mayor, Dr. Victor Treviño, recognizes Castellano & Carpenter Dental Associates for their years of service and contributions to the community. **REC-21**

VII. COMMUNICATIONS

1. Report by the Laredo Fire Department and its conclusion of its deployment in support of the Texas Emergency Medical Task Force (EMTF) for the Kerrville flooding recovery operations. The mission ran from July 20, 2025 to August 13, 2025. **25-1516**

2. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **25-1517**

3. Letter from the office of Mayor Dr. Victor Trevino to Lord Mayor Clover Moore of Sydney, Australia congratulating them on their recently accepted World Marathon Majors race and our participation and friendship. **25-1518**

4. Introduction of new City Engineer, Eliud de los Santos. **25-1519**

VIII. PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza Drive. **25-1322**

The Planning and Zoning Commission recommended approval of the proposed special use permit, and staff supports the application.

ZC-008-2025
District VII

2. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive, from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development). **25-1358**

The Planning and Zoning Commission recommended approval of the proposed planned unit development (overlay) with amending condition number seven to remove “The minimum lot area of 2,200 square feet” and add “The minimum lot area of 1,600 square feet.” Staff supports the application.

ZC-014-2025
District VII

3. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY - 1,910 square feet). **25-1359**

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

ZC-040-2025
District VI

4. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 2, Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business District) to B-3 (Community Business District). **25-1346**

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff supports the application.

ZC-055-2025
District II

5. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Tobacco Shop on Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 square feet). **25-1360**

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

ZC-056-2025
District II

6. Public Hearing and Introductory Ordinance amending the Zoning **25-1347**

Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue.

The Planning and Zoning Commission recommended approval of the proposed conditional use permit. Staff supports the application.

ZC-057-2025
District VIII

7. Public Hearing and Introductory Ordinance, amending the City of Laredo Land Development Code Section 24.63, entitled "Permitted Land Uses", to clarify that the Storage of Flammable and Explosive Products are allowed in M-2 zoning district and in M-1 zoning districts with a special use permit, providing that this ordinance shall be cumulative, providing for severability clause, and providing for publication and effective date. **25-1371**

IX. PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. An ordinance amending Ordinance # 2023-O-200 authorizing the City Manager to grant a non-exclusive franchise to Ramco Waste, LLC DBA Frontera Waste to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and an effective date. Franchise fees will be deposited in the General Fund. **25-1394**

2. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY2024-2025 City of Laredo Detoxification Center budget by increasing and appropriating revenues and expenditures in the amount of $185,220.00. The Texas Opioid Abatement Fund Council was formed to ensure that money recovered through the statewide opioid settlement agreements is allocated fairly and spent to put an end to the opioid crisis in Texas Opioid Abatement Fund. These funds are available in the Detoxification Center Fund. **25-1447**

3. Public Hearing and Introductory Ordinance of the City of Laredo, Texas, authorizing the City Manager to accept and appropriate revenues and expenditures in the amount of $1,745,561.00 annually for Treatment for Adults, with a 5% match, for the Detoxification Department for the term period from September 1, 2025 through August 31, 2030. The total amount of the grant will not exceed $9,111,695.00; this includes the system agency share **25-1464**

of $8,677,805.00 and grantee's required match amount of $433,890.00 for the life of the grant. Funds will be accounted for in the Detoxification Department Fund.

(Recess)
(Press Availability)

X. INTRODUCTORY ORDINANCES

4. Authorizing the City Manager to execute a First Amendment to License Agreement ("License") by and between the City of Laredo, a municipal corporation ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), dated August 13, 2011 and attached hereto; to modify licensed premises for the installation of a Generator, including a concrete pad and back-up power supply, etc. Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencing of the effective date; all other terms and conditions remain in full force and effect. **25-1369**

5. Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five years with one five year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect. **25-1370**

XI. FINAL READING OF ORDINANCES

6. An Ordinance of the City of Laredo, Texas amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to update investment officers' titles, adjust / update the current broker/dealer list, and make minor language adjustments to the City's Investment Policy. **2025-O-146**

7. Final Reading of Ordinance of the City of Laredo, Texas, granting Medina Electric Cooperative, Inc., its legal representatives, successors, lessees and assigns, as the grantee herein, certain powers, licenses, rights-of-way, privileges and franchise to construct and maintain in the City-of Laredo, Texas, as now or hereafter constituted, an electric power utility system in said city and to use the bridges, other structures, places and public grounds in said city for a period of five (5) years with one (1), five (5) year renewal period subject to renegotiation by the parties; and prescribing certain rights, duties, terms and conditions herein **2025-O-147**

mentioned and providing for the payment to city a percentage of certain receipts of grantee from its operations therein; and providing for the acceptance of this ordinance by grantee; and containing a saving clause, and providing for publications and an effective date.

XII. 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 RODRIGUEZ, DIRECTOR

8. Authorizing the City Manager to execute a Donation Agreement and any related documents to accept an 11.76 acres strip of land proposed for a 90-ft wide R.O.W. from Buena Vista Ranch Land Development Co. LLC. Said tract being more or less, out of the remaining portion of a called 487.31 acres, designated as tract 4, conveyed recorded in volume 4225, page242, Webb County Official Public Records, and also out of a called 10.00 acre tract designated as tract 7, recorded in volume 4225, page 257, Webb County, situated in Porcion 34, Abstract 762, Survey 2386, Abstract 3264 and Porcion 35, Abstract 546, and being more particularly described in the attached Exhbit “A”. Land donation has an estimated value of $820,000.00. **2025-R-202**

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

9. Consideration to authorize purchases from Ennis-Flint, Inc., Greensboro, NC, within fiscal year 2025 not to exceed the annual amount of $100,000.00. These purchases will be for traffic paint used for striping throughout the City and will be utilizing the Buy Board Contract #703-23 for Highway Safety and Traffic Control products. Funding is available in General Fund Traffic Division. **25-1399**

10. Consideration for approval of Amendment No. 1, and increase in the amount of $263,165.38 to the professional services contract with Sepulveda Associates Architects, Inc., Laredo, Texas for El Metro Transit Center Building Enhancements Project, which will include final architectural, mechanical, electrical, and structural services. Current contract amount with this amendment is $341,373.73. Funding is available in the 2019 Certificate of Obligation Bond. **25-1406**

ENVIRONMENTAL: ARACELI VAZQUEZ, INTERIM DIRECTOR

11. Consideration to authorize the purchase of the stormwater sampling system at the five monitoring sites throughout the city that collect stormwater samples during rain events. Replacing a system that is over 25 years old from Teledyne Isco, Inc., Lincoln, NE, with sole source vendor in the total amount of $90,914.00. In addition, **25-1269**

CC Lynch & Associates, Inc. will be doing the installation at the five monitoring sites for a total amount of $10,000.00. The grand total amount for this system replacement is $100,914.00. This system provides the Discharge Monitoring Report (DMR) for the National Pollutant Discharge Elimination System (TPDES) Permit which is a requirement for the Texas Commission on Environmental Quality (TCEQ). Funding is available in the Environmental Services Fund.

FIRE: GUILLERMO HEARD, FIRE CHIEF

12. Consideration to renew a supply contract with Bound Tree Medical, LLC., Dallas, TX. utilizing BuyBoard Cooperative Contract #704-23 in an annual amount not to exceed $360,000.00 and with McKesson Medical Surgical, Atlanta, Georgia utilizing Sourcewell contract 022422-MML in an annual amount not to exceed $15,000.00. These purchases are used by the Fire Department-EMS as an as needed basis. Items includes but not limited to medication, medical equipment and medical supplies. The term of this contract was for a period of one year with the option to renew three additional one, one year periods. This is the second of three extension periods. Funding is available in the Fire Department - EMS Budget. **25-1341**

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

13. Consideration to renew annual service contract FY22-001 with the following vendors: **25-1364**

1.) Lozano's Body Shop Repairs Laredo, Texas;

2.) South TX Auto Rebuilders Laredo, Texas;

Section I: Car Repair Services
Section II: Light Duty Truck Repair Services
Section III: Medium Duty Truck Repair Services
Section IV: Heavy Duty Truck Repair Services;

in annual amount of up to $350,000.00 for auto & truck body shop repairs for the Fleet Department. All repair services will be purchased on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Fleet Management Fund.

14. Consideration to renew service contract FY23-080 with M & V Heavy Equipment Services, Laredo, Texas in an amount up to $500,000.00 for the daily maintenance and repair service of all the **25-1381**

City's landfill operational equipment for the Fleet Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed one additional one-year extension period, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

15. Consideration to award annual supply contract FY25-070 to the following vendors: **25-1382**

1). Hydrahose Services, Laredo, Texas in an annual amount up to $120,000.00 and a two-year amount of $240,000.00;

2). Gonzalez Auto Parts, Laredo Texas in an annual amount up to $90,000.00 and a two-year amount of $180,000.00;

3). Velco, Inc. Laredo, Texas in an annual amount up to $40,000.00 and a two-year amount of $80,000.00;

for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. The term of this contract shall be for a period of two years beginning as of the date of its execution. The contract may be extended for three additional one year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. All hoses will be purchased on an as needed basis. Funding is available in the Fleet Management Fund.

16. Consideration to renew annual supply contract FY24-099 for the purchase of truck tires with the following vendors: **25-1463**

A. Section I - Southern Tire Mart, LLC, Laredo, Texas in an amount up to $700,000.00;

B. Section I - A6 Scientific Corp, Houston, Texas in an amount up to $150,000.00;

C. Section II - Southern Tire Mart, LLC, Laredo, Texas in an amount up to $250,000.00;

D. Section II - Goodyear Tire & Rubber Company in an amount up to $125,000.00.

All tires will be purchased on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. Goodyear Tire & Rubber Company is proposing a price increase due to an increase of 2.6% to the base price with tires discounted at same price. This contract can be

renewed two additional one-year periods, upon mutual agreement. Funding is available in the Fleet Management Fund.

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

17. 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 South Texas Development Council for the Housing Opportunities for Persons with AIDS (HOPWA) Grant in the amount of $152,381.00 for the term period from September 1, 2025 through August 31, 2026, with no match for the City of Laredo Public Health Department. Funds will be accounted for in the Laredo Public Health Department Fund - HOPWA Grant. **2025-R-196**

18. 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 South Texas Development Council for the HIV State Services Program Grant, in the amount of $439,652.00 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 - HIV State Services Program Grant. **2025-R-197**

19. Consideration to authorize the City Manager to purchase Influenza Vaccines, from SANOFI Influenza Vaccines located at 1 Discovery Drive, Swiftwater, Pennsylvania. GSA Contract: 36F79722D0104 for the City of Laredo Public Health Department Immunizations Division in the total amount not to exceed $75,000.00. Funding is available in the Public Health Department Fund. **25-1469**

20. Consideration to authorize the City Manager to award contract FY25-075 for EtO Ambient Air Monitoring to AECOM, located at 13640 Briarwick Drive, Suite 200, Austin, TX 78729 for the City of Laredo Public Health Department - Air Quality Division. Total costs for field monitoring $58,614; Community Outreach $1,482; Post-Study Purchase of Nutech Sampling Equipment $32,760; for a total amount not to exceed $92,856. Contract shall commence upon the effective date, all work outlined in this agreement shall be completed before October 1, 2026. Funding is available in the Public Health Department Fund - Air Quality Monitoring Division. **25-1496**

INFORMATION SERVICES & TELECOMMUNICATION: JOE C. RIVERA, DIRECTOR

21. Authorizing the City Manager to enter into and execute a contract between Pictometry, an Eagleview Company, and the City of Laredo to provide digital aerial imagery for the South Texas Region in the amount of $353,000.00. This is a one-time payment for a three-year term.The aerial imagery will be used by 9-1-1 Regional Administration GIS and Database personnel, as well as by 9-1-1 Public Safety Answering Points (PSAPs) or call centers to update **25-1395**

the existing level of service. Eagleview is a Sole Source vendor. Funding is available in the Regional 9-1-1 Fund.

22. Authorizing the City Manager to enter into and execute a contract between Intrado and the City of Laredo for maintenance renewal to purchase Software Subscription Support and Software Protection and Remote Technical Services Support through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract EC07-23 in the total amount of $71,984.38. This software and technical support will be provided for each of eight Public Safety Answering Points (PSAPs) located throughout the South Texas Region for a one-year period. Funding is available in the Regional 9-1-1 Fund. **25-1419**

23. Authorizing the City Manager to enter into and execute contracts between Intrado and the City of Laredo for Text to 9-1-1 Services and ECaTS, Management Information Systems (MIS) Analytics Services for the eight Public Safety Answering Points (PSAPs) throughout the South Texas Region, including Jim Hogg, Starr, Webb and Zapata Counties. These services will be purchased through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract No. EC07-23 in the total amount of $84,571.57. Services will be provided for a one-year period. Funding is available in the 9-1-1 Regional Fund. **25-1420**

24. Authorizing the City Manager to enter into and execute contract payments with AT&T Corp. and the City of Laredo for a one-time cost to build out the fiber infrastructure for Starr County and monthly recurring charges for AT&T Dedicated Internet (ADI) Ports and ADI Access. Services will enhance the 9-1-1 Network and Backup Network for the South Texas Region. The total amount for fiber build out and monthly recurring charges will be $310,030.00. Pricing was provided through the Texas Department of Information Resources, AT&T Texas 2021-CTSA-002. Payments are for a one-year period. Funding is available in the 9-1-1 Regional Fund. **25-1422**

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

25. Consideration to renew contract FY23-060 to Enterprises Rent-A-Car for providing rental of vehicles for the Laredo Police Department in an estimated yearly cost of $189,000.00. This contract secures fifteen vehicles for the LPD Auto Theft Unit. The term of this contract between the City of Laredo and Enterprise Rent-A-Car, was for a period of one year with option to renewal three additional one-year periods upon mutual agreement of parties. This is the second of three extension periods. This contract will commence on September 1, 2025. Funding is available in the Auto Theft Task Force Fund and General Fund-Police Department. **25-1397**

26. Consideration to renew contract FY22-083 with Holguin Cleaners, Laredo, Texas for providing laundry and dry-cleaning services to the Laredo Police Department in the amount not to exceed $100,000.00. This is a laundry and dry-cleaning services contract for police uniforms and non-uniforms; in accordance to the provisions of the collective bargaining agreement. The term of this contract was for a period of one-year subject to future appropriations; contract may be extended for two additional one-year periods, upon mutual agreement of the parties. This is the last extension period. Contract will commence on September 2025. Funding is available in the General Fund-Police Department. **25-1398**

UTILITIES: TAREQ AL-ZABET, DIRECTOR

27. Consideration to renew annual service contract FY24-086 to provide electric motor repair services with the following vendors: **25-1411**

1. RAMSA Electric of Laredo, Texas in an annual amount of up to $400,000.00;

2. Delta House Electric & Motor, of Freer, Texas in an annual amount of up to $375,000.00.

Repairs are for motors with horsepower ratings ranging from 1/8 HP to 400 HP that are used in water and wastewater operations. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of three one-year extension periods. All services will be purchased on an as needed basis. Funding is available in the Waterworks and Sewer System Funds.

28. Authorizing the City Manager to award Contract FY25-069 to the lowest responsive bidder, Soliz Paving, Inc. of Laredo, Texas, in the amount of $985,421.00 for the provision of all necessary machinery, equipment, labor, supervision, and other services and appurtenances required for the elimination of the Uniroyal Lift Station. The scope of work the installation of 1,417 LF of 8” PVC pipe, five fiberglass manholes, street access improvements and road restoration. Funding for this project is available in the Sewer System Fund- 2019 Sewer Revenue Bond. **25-1412**

29. Authorizing the City Manager to approve change order No. 1 in the amount of $115,491.76 and increase of 200 working days to the contract time. This change order is required to complete the City of Laredo Sports Complex - Lift Station Project, adding material not included in the original contract and delay on easement acquisition. With this change order the contract amount with Southern Trenchless Solutions of La Feria, Texas will increase the contract **25-1413**

to a total of $3,054,594.01 and 350 working days. Funds are available in the Sewer System Fund- 2022 Sewer Revenue Bond.

30. Authorizing the City Manager to award Contract to the lowest responsive bidder, RAVA Construction, LLC. of Spring, Texas, in the amount of $1,940,000.00 for the provision of all necessary machinery, equipment, labor, supervision, and other services and appurtenances required for the Zacate Creek Wastewater Treatment Plant Improvements. The scope of work consists of New DIP Header and yard piping, new telescoping assembly and other necessary appurtenances. Funding for this project is available from the Sewer System Fund- 2022 Sewer Revenue Bond. **25-1423**

31. Authorizing the City Manager to approve the final payment in the amount of $22,000.00 and to release the retainage of $30,300.00 for a total amount of $52,300.00 to SAL Construction and Management LLC, for the Manhole Repair located in IH35, and to accept the project as complete. Funding for this payment is available from the Sewer System Fund- 2019 Sewer System Revenue Bond **25-1439**

END OF CONSENT AGENDA

XIII. EXECUTIVE SESSION

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

32. Request for Executive Session, pursuant to Section 551.071(1)(A) of the Texas Government Code, to approve of a mediated settlement agreement in cause number 2024CVK000200-D4, Gubagreen Industrial, LLC v. The City of Laredo, City Council member Vanessa Perez, and Vanessa Perez as a private citizen, and any other matter incident thereto. **25-1497**

XIV. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

33. Discussion with possible action on working with our federal representatives on creating federal undeserved designation to address our veterinarian shortage and any matters related thereto. **25-C-133**

34. Discussion with possible action on creating adopt and/or foster a pet event to mitigate most recent and unexpected transfer of pets **25-C-134**

to the City of Laredo and any matters related thereto.

Sponsors: Mayor Pro Tempore Vanessa Perez

Request by Council Member Gilbert Gonzalez

35. Recognition of the Laredo 7U All Stars for winning the 2025 Pony South Zone Pinto-7 World Series Champions. **25-C-132**

Request by Council Member Melissa R. Cigarroa

36. Discussion with possible action to direct the City of Laredo's Utilities Department to investigate the addition of Fluoride into the City's Public Drinking Water in order to provide a key low-cost treatment that is scientifically proven to improve dental hygiene in children and adults, any other matters incident thereto. **25-C-135**

Sponsors: Cm. Gilbert Gonzalez

Request by Council Member Dr. David Tyler King

37. Discussion with possible action regarding creating an official City policy as it relates to the use of artificial intelligence (AI) in the creation of City internal or external communications that require the sender to have a disclaimer clarifying AI was used to create the communication, and any matters incident thereto. **25-C-130**

Sponsors: Cm. Alyssa Cigarroa

38. Discussion with possible action to pursue a request for proposal (RFP) for a pavement preservation program to preserve and extend the life of more City streets in a cost efficient manner and, and any matters incident thereto. **25-C-131**

Sponsors: Cm. Gilbert Gonzalez and Cm. Ruben Gutierrez Jr.

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, August 13, 2025 at 5:00 p.m.

City of Laredo

City Council

Meeting Date: 8/18/2025 **Recognition 1.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Recognition 2.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Recognition 3.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Recognition 4.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Communications 1.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Communications 2.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Communications 3.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Communications 4.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 1.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza Drive.

The Planning and Zoning Commission recommended approval of the proposed special use permit, and staff supports the application.

ZC-008-2025
District VII

Council District: District 7 **Zone Case:** ZC-008-2025

Letters sent to property owners: 21

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the special use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application

City Council-Regular Meeting

Date: 08/18/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Chapulin Investments, LLC, and Alejandro Cerda Flores, Owner/Applicant; Cristobal Rodriguez, Representative

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

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza Drive.

The Planning and Zoning Commission recommended **approval** of the proposed special use permit, and staff **supports** the application.

ZC-008-2025
District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII – Cm. Vanessa Perez

Proposed use: The proposed use is a Nationalization of Vehicles Enterprises

- Definition: shall mean a business which is involved in facilitating the necessary documentation required of owners, for the export from the United States and import to Mexico and other countries in Latin America, of vehicles, new and used; and/or a business which must comply with Title 19, Part 192 of the Code of Federal Regulations.

Current Zoning District: B-3 (Community Business District) and B-4 (Highway Commercial District).

Site: The site is occupied by a vacant commercial structure and a parking lot with vehicles on site.

Citations or Violations: On October 01, 2024, the owners of the properties received a warning violation stating:

- 5215 Tesoro Plaza Drive is in violation since the property is zoned B-3 and requires a Special Use Permit for a Nationalization of Vehicles Enterprises.

- 500 Tesoro Lane is in violation since the property is zoned B-4 and requires a Special Use Permit for a Nationalization of Vehicles Enterprises. The property is also in violation for not being paved.

Surrounding land uses: To the north of the site is a vacant lot and the Laredo Fire Fighters Reception Hall. To the east of the site is La Hacienda Hotel and San Bernardo Avenue. To the south of the site is Tesoro Lane and the Red Roof Inn Laredo. To the west of the site is Tesoro Apartments, Comunidad Cristiana Reino De Los Cielos, Muscle and Fitness Center, and Tesoro Plaza.

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

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Tesoro Plaza Drive nor Tesoro Lane.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

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

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **7** to **0** 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 nationalization of vehicles enterprises located in B-3, B-4, M-1, M-2, and MXD zoning districts. The property is in a B-3 and B-4 zoning district.

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

1. The property for the propose use meets the required minimum lot size of two (2) acres. The property is approximately 2.21 acres.
2. While the property is adjacent to an apartment complex located to the west of the site, the apartment complex is classified as a commercial structure. The proposed use of the Nationalization of Vehicles Enterprises complies with the requirement that it shall not be located within 200 feet of any residential structure.
    - It is important to note while the apartment complex functions as a residential use, it is identified as a commercial structure
3. The proposed use is compatible with the other commercial and industrial uses in the surrounding area.

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 site plan, “Exhibit A”, which is made part hereof for all proposes.
2. The Nationalization of Vehicles Enterprise must abide by Title 19, Part 192 of the Code of Federal Regulations.
3. The hours of operation shall be limited to, Monday to Friday, 8:00am to 6:30pm, and Saturday, 9:00am to 6:30pm.
4. Two (2) public restroom facilities per one (1) acre of land shall be available on the premises which meet public health and adopted building code standards set forth in the International Plumbing Code.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Trees and shrubs shall be planted along the perimeter of property frontage in accordance with the City of Laredo Land Development Code.
7. All parking lots shall be paved of asphalt or concrete materials.
8. Dumpsters, trash bins, and/or locations for refuse collection shall be provided on site.
9. A seven-foot opaque fence shall be provided adjacent to residential uses.
10. Signage shall be limited to that permitted in a B-1 district.
11. All parking of vehicles associated with the business shall be parked or stored within the property. Parking or storing of vehicles outside the property boundaries shall be prohibited.
12. The establishment shall be kept in a sanitary condition.
13. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
14. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the SUP business holder.
15. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
16. The proposed use shall undergo an annual Fire Inspection.

17. 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.
18. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
19. Mechanic work on the property shall be allow in accordance with the underlying zone.
20. The Special Use Permit shall comply with all city noise ordinances and all nuisance provisions of the City of Laredo Code of Ordinances.
21. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Staff **supports** the application.

Is this change contrary to the established land use pattern?
The area is surrounded by commercial and industrial uses.

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

Will change adversely influence living conditions in the neighborhood?
It is not anticipated to have a negative impact.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the SUP overlay to allow for nationalization of vehicles enterprises as intended by the applicant.

Attachments

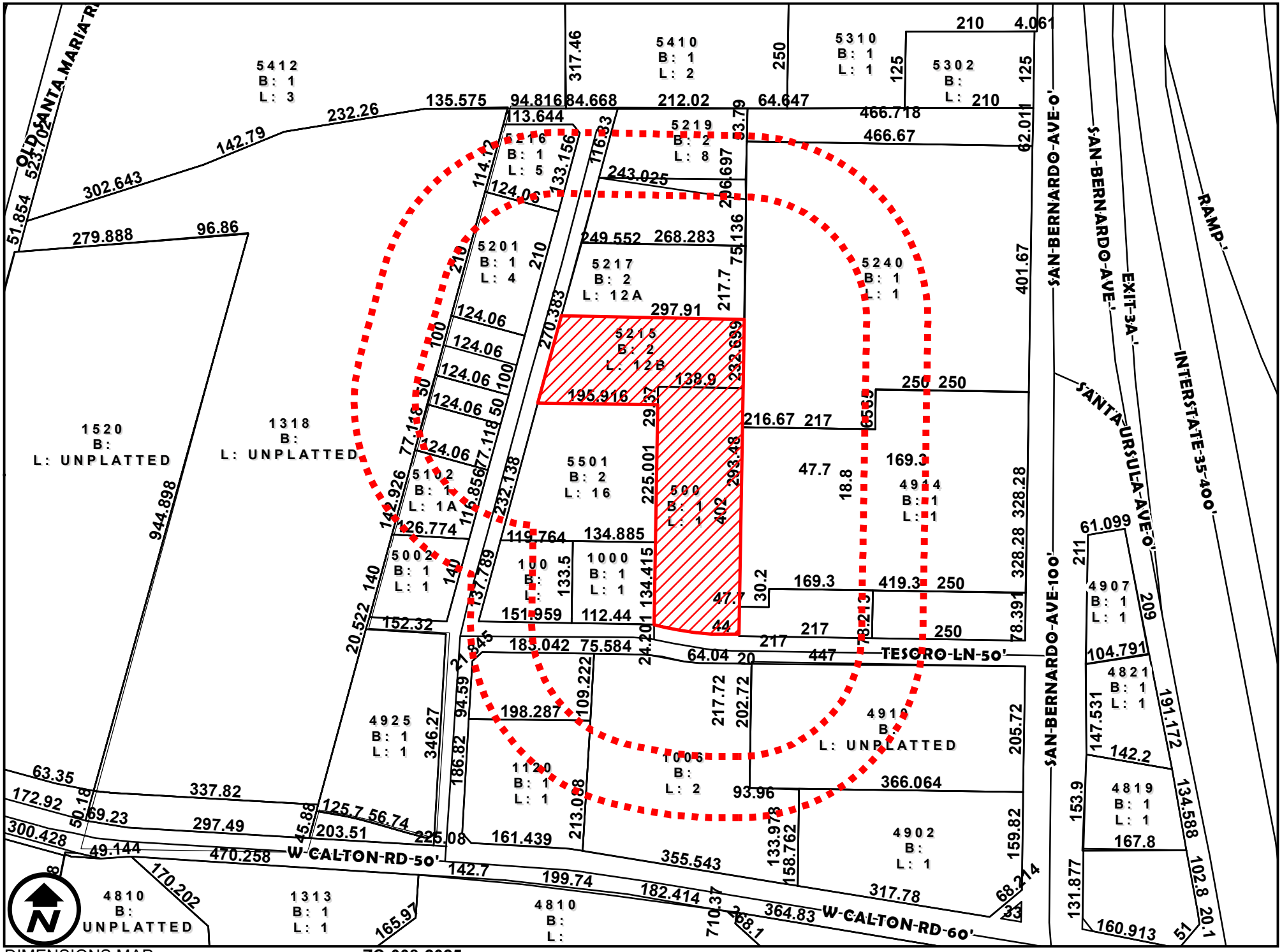
Maps
Narrative
Site Plan
Draft Ordinance

AERIAL MAP

1 inch = 200 feet

ZC-008-2025
COUNCIL DISTRICT 7
500 TESORO LANE AND 5215 TESORO PLAZA DRIVE

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES



DIMENSIONS MAP

1 inch = 200 feet

ZC-008-2025

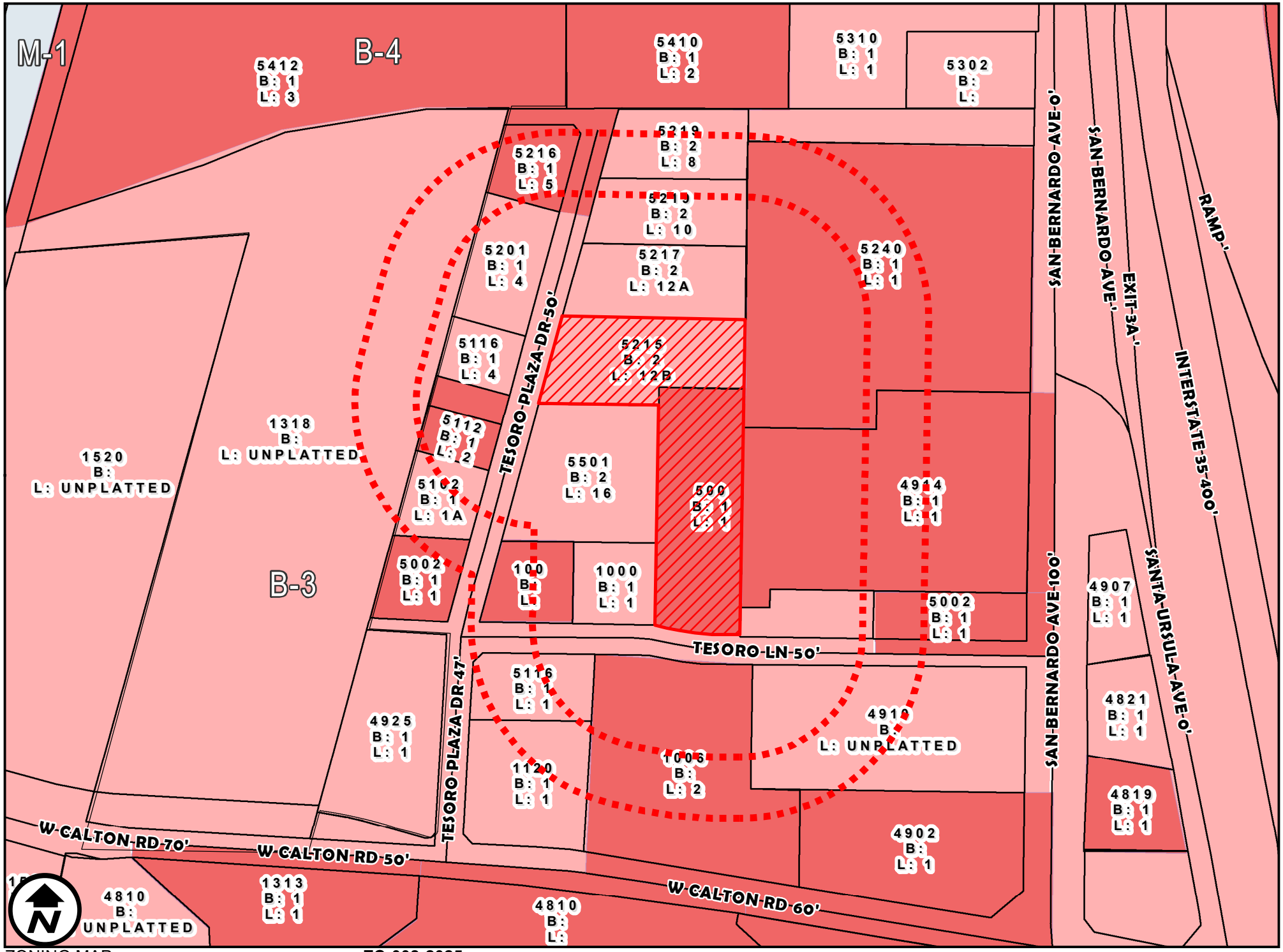
COUNCIL DISTRICT 7

500 TESORO LANE AND 5215 TESORO PLAZA DRIVE

APPLICATION FO

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

S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES

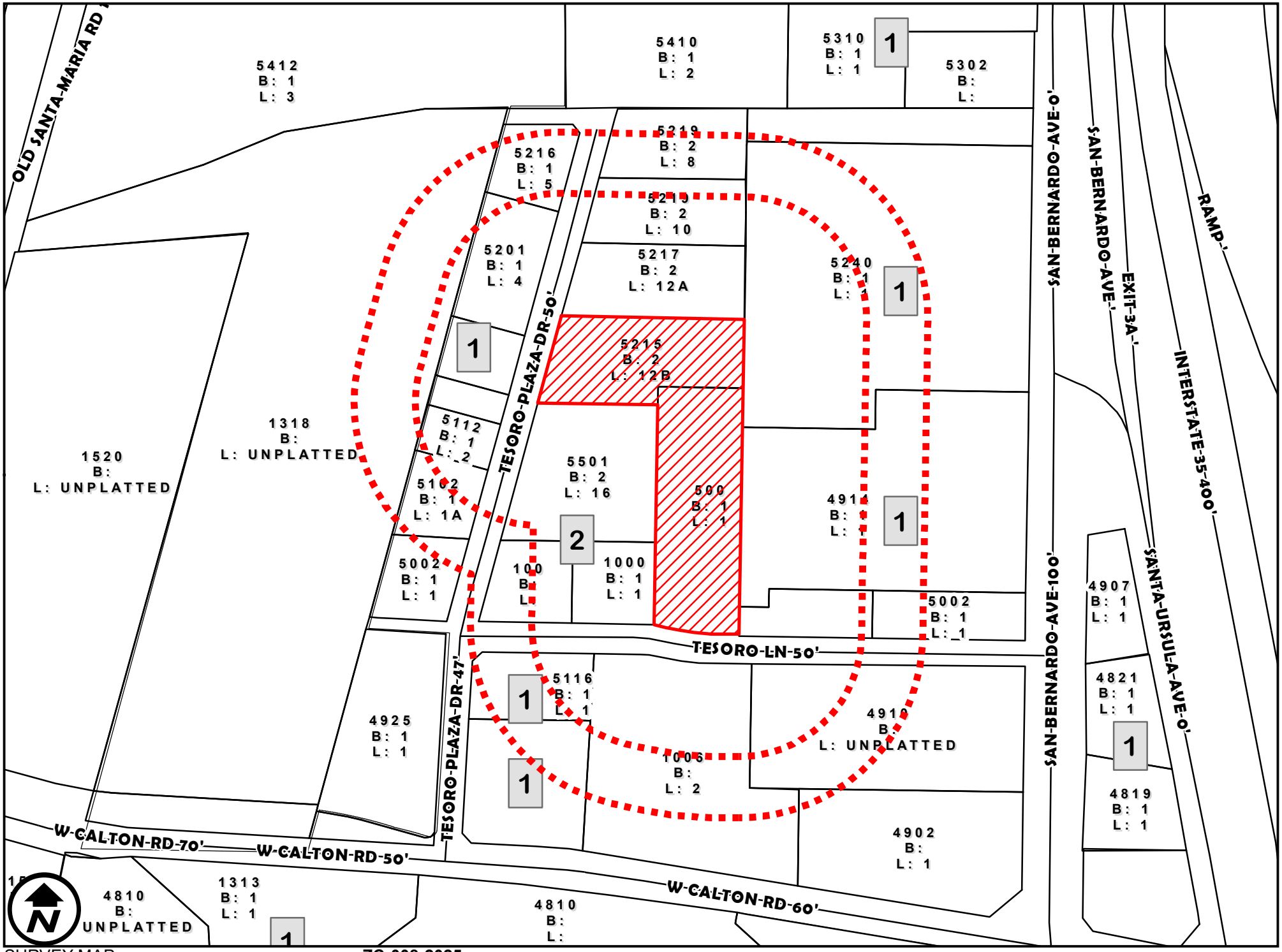


ZONING MAP

1 inch = 200 feet

ZC-008-2025
COUNCIL DISTRICT 7
500 TESORO LANE AND 5215 TESORO PLAZA DRIVE

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES



SURVEY MAP

1 inch = 200 feet

ZC-008-2025

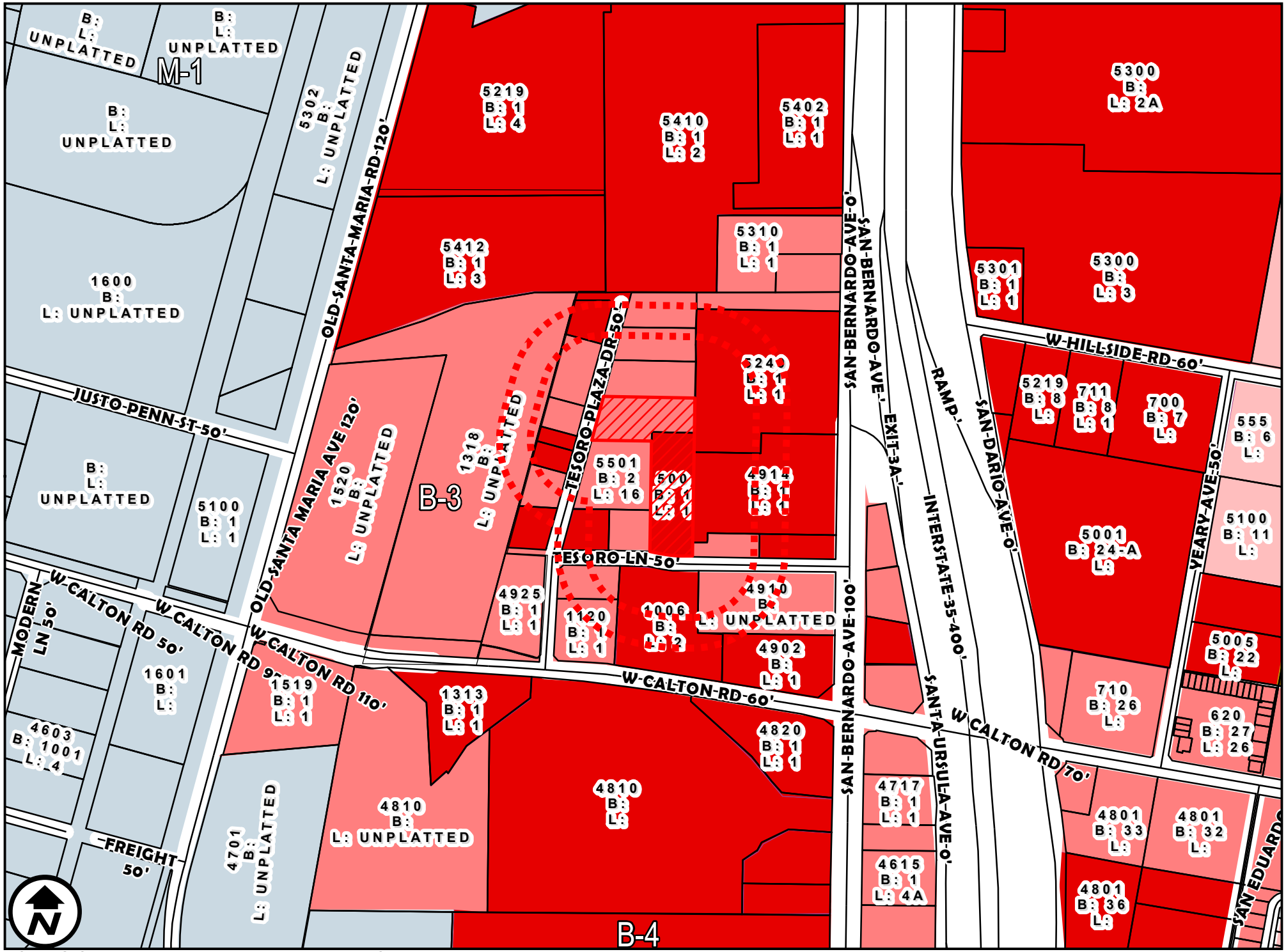
COUNCIL DISTRICT 7

500 TESORO LANE AND 5215 TESORO PLAZA DRIVE

APPLICATION FO

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

S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES



ZONING OVERVIEW

1 inch = 400 feet

ZC-008-2025

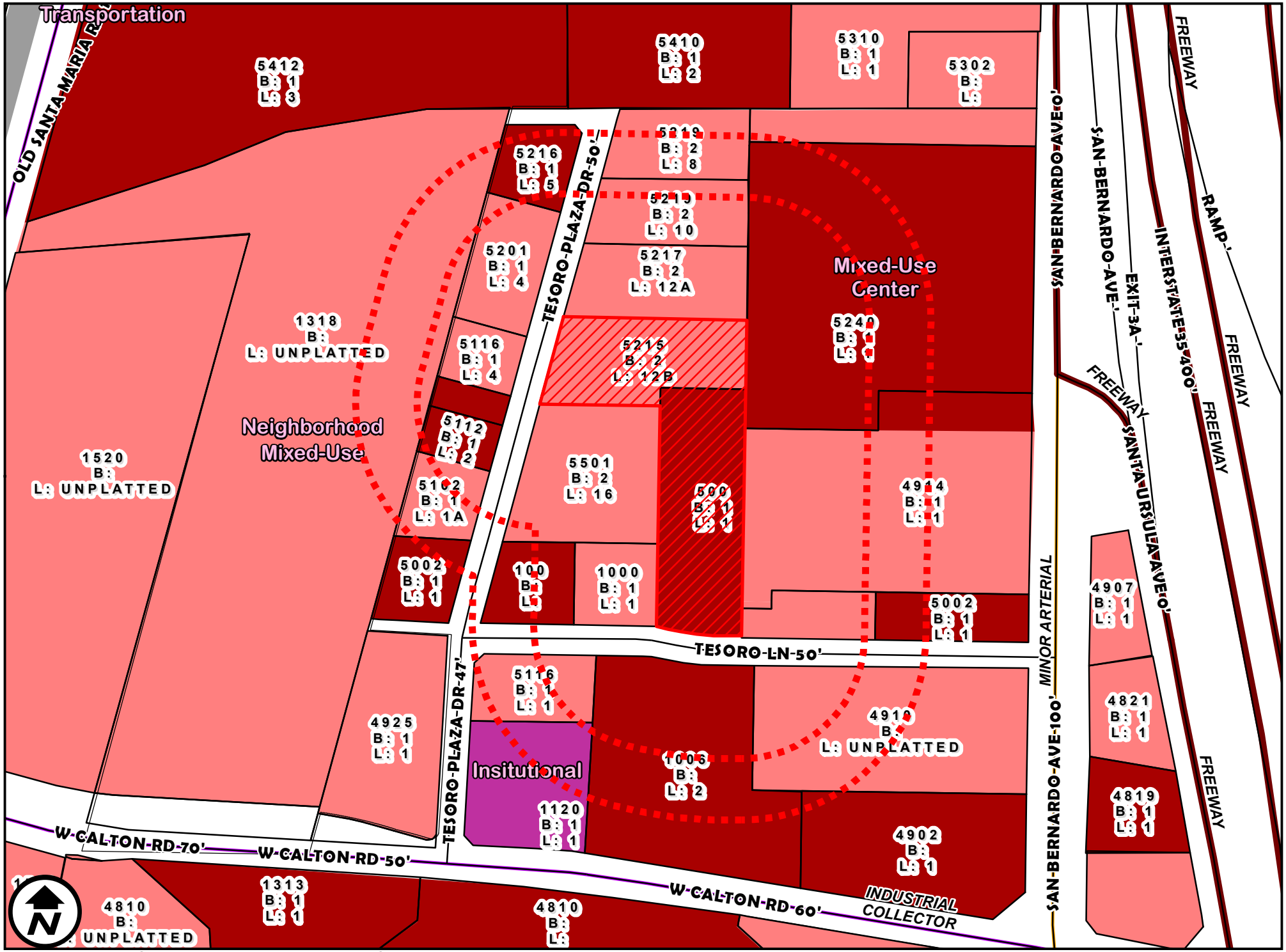
COUNCIL DISTRICT 7

500 TESORO LANE AND 5215 TESORO PLAZA DRIVE

APPLICATION FO

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

S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES

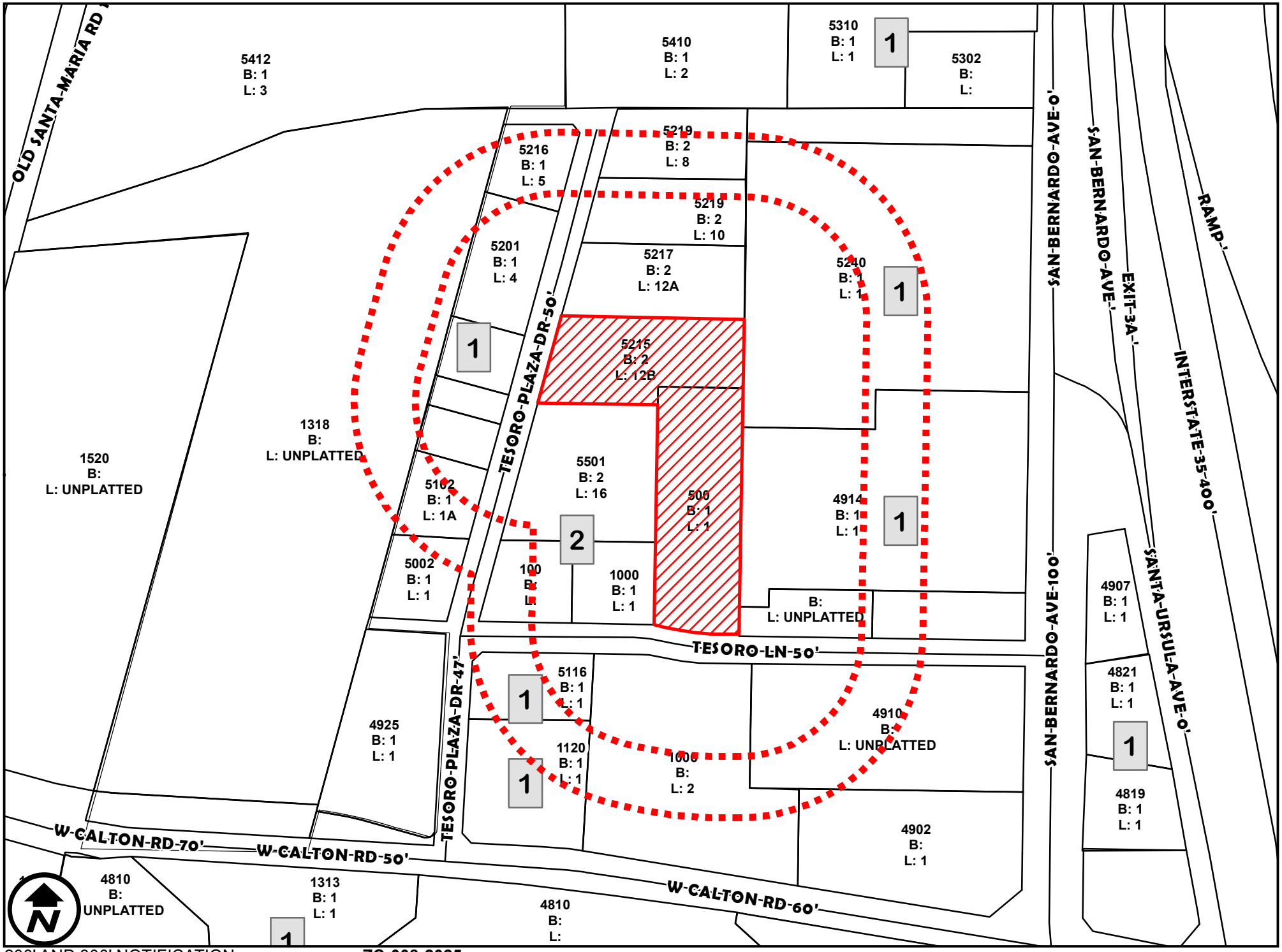


FUTURE LANDUSE

1 inch = 200 feet

ZC-008-2025
COUNCIL DISTRICT 7
500 TESORO LANE AND 5215 TESORO PLAZA DRIVE

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES



200' AND 300' NOTIFICATION

1 inch = 200 feet

ZC-008-2025

COUNCIL DISTRICT 7

500 TESORO LANE AND 5215 TESORO PLAZA DRIVE

APPLICATION FO

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

S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES

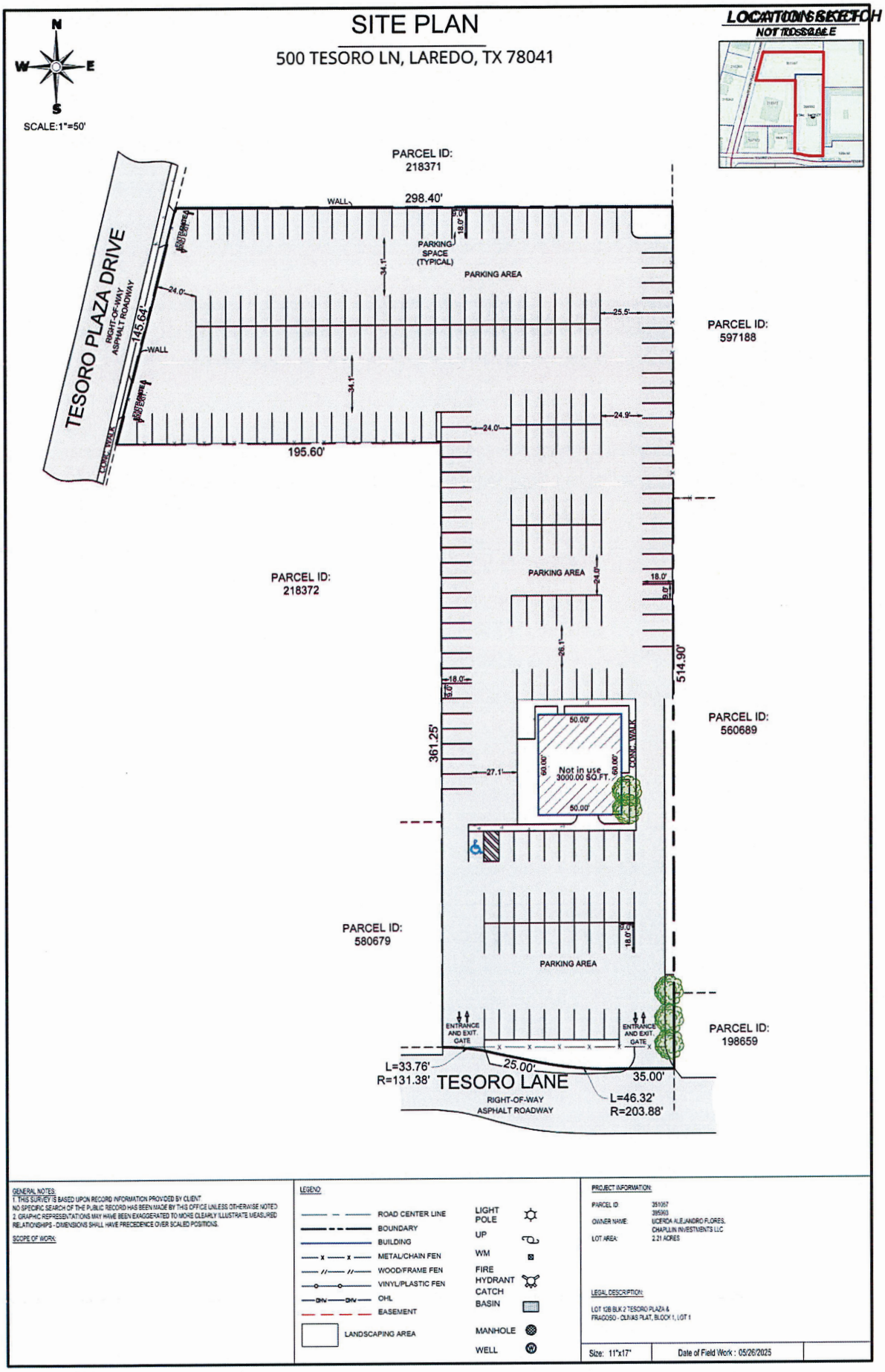
Property Description
Vehicle Nationalization Storage Yard
October 29, 2024

This property operates exclusively as a vehicle nationalization storage yard. Offering a seamless and Efficient experience for clients from Monday to Friday, 8am to 6:30pm. Saturdays from 9am to 6:30pm. Staffed with twelve experienced employees. The team is dedicated to providing high quality service and guidance to streamline the nationalization process. With vehicle numbers varying based on business flow and traffic. The facility is well equipped to handle a wide range of customer needs. The spacious layout is designed to accommodate multiple vehicles at once, ensuring a smooth workflow and minimizing wait times. Ideal for anyone looking to efficiently complete vehicle nationalization with professional support.

Thank you very much

ALEJANDRO CERDA FLORES

EXHIBIT A


SITE PLAN
500 TESORO LN, LAREDO, TX 78041
SCALE:1"=50'
LOCATION SKETCH
NOT TO SCALE
PARCEL ID: 218371
298.40'
WALL
PARKING SPACE (TYPICAL)
PARKING AREA
TESORO PLAZA DRIVE
RIGHT-OF-WAY ASPHALT ROADWAY
145.64'
CONC. WALK
195.60'
PARCEL ID: 597188
PARCEL ID: 218372
PARKING AREA
514.90'
PARCEL ID: 560689
361.25'
Not in use 3000.00 SQ.FT.
PARCEL ID: 580679
PARKING AREA
ENTRANCE AND EXIT GATE
PARCEL ID: 198659
L=33.76'
R=131.38'
TESORO LANE
RIGHT-OF-WAY ASPHALT ROADWAY
25.00'
35.00'
L=46.32'
R=203.88'
GENERAL NOTES:
1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT.
NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED
2. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
SCOPE OF WORK:
LEGEND:
ROAD CENTER LINE
BOUNDARY
BUILDING
METAL/CHAIN FEN
WOOD/FRAME FEN
VINYL/PLASTIC FEN
OHL
EASEMENT
LANDSCAPING AREA
LIGHT POLE
UP
WM
FIRE HYDRANT
CATCH BASIN
MANHOLE
WELL
PROJECT INFORMATION:
PARCEL ID: 351067, 285963
OWNER NAME: MCERDA ALEJANDRO FLORES, CHAPULIN INVESTMENTS LLC
LOT AREA: 2.21 ACRES
LEGAL DESCRIPTION:
LOT 12B BLK 2 TESORO PLAZA & FRAGOSO - OLIVAS PLAT, BLOCK 1, LOT 1
Size: 11"x17"
Date of Field Work : 05/26/2025

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A NATIONALIZATION OF VEHICLES ENTERPRISES ON LOT 1, BLOCK 1, FRAGOSO - OLIVAS PLAT AND LOT 12B, BLOCK 2, TESORO PLAZA, LOCATED AT 500 TESORO LANE AND 5215 TESORO PLAZA DRIVE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a special use permit for a Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza 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 July 17, 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 August 18, 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 Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza 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 site plan, "Exhibit A", which is made part hereof for all proposes.
2. The Nationalization of Vehicles Enterprise must abide by Title 19, Part 192 of the Code of Federal Regulations.
3. The hours of operation shall be limited to, Monday to Friday, 8:00am to 6:30pm, and Saturday, 9:00am to 6:30pm.
4. Two (2) public restroom facilities per one (1) acre of land shall be available on the premises which meet public health and adopted building code standards set forth in the International Plumbing Code.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Trees and shrubs shall be planted along the perimeter of property frontage in accordance with the City of Laredo Land Development Code.
7. All parking lots shall be paved of asphalt or concrete materials.
8. Dumpsters, trash bins, and/or locations for refuse collection shall be provided on site.
9. A seven-foot opaque fence shall be provided adjacent to residential uses.
10. Signage shall be limited to that permitted in a B-1 district.
11. All parking of vehicles associated with the business shall be parked or stored within the property. Parking or storing of vehicles outside the property boundaries shall be prohibited.
12. The establishment shall be kept in a sanitary condition.
13. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
14. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the SUP business holder.
15. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
16. The proposed use shall undergo an annual Fire Inspection.
17. 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.
18. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
19. Mechanic work on the property shall be allow in accordance with the underlying zone.
20. The Special Use Permit shall comply with all city noise ordinances and all nuisance provisions of the City of Laredo Code of Ordinances.

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

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24-93.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein.

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

Evaluation of City Council Agenda Item ZC-008-2025
Subject: Special Use Permit for a Nationalization of Vehicles Enterprises – 500 Tesoro Lane & 5215 Tesoro Plaza Drive

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1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of verbatim goals and policies in the *Viva Laredo Comprehensive Plan*, particularly those related to Neighborhood Mixed Use and Mixed Use Center areas, economic development, and compatibility of land uses.

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

Policy 7.1.3 – Encourage a Mix of Uses in Designated Mixed Use Centers

"Encourage a balanced mix of retail, service, office, and compatible light industrial uses within designated Mixed Use Centers to promote economic vitality and provide employment opportunities close to residential areas."
(*Viva Laredo Comprehensive Plan*, p. 7-12)
Relevance: The proposed Nationalization of Vehicles Enterprises is a specialized commercial service compatible with surrounding commercial/industrial uses in a designated Mixed Use Center area. It contributes to economic activity and job creation without altering the underlying zoning.

Policy 6.3.2 – Promote Infill and Redevelopment of Underutilized Sites

"Encourage the redevelopment of vacant or underutilized properties within the urban core and along commercial corridors to strengthen the tax base and enhance the community's appearance."
(*Viva Laredo Comprehensive Plan*, p. 6-18)
Relevance: The subject properties are currently occupied by a vacant commercial structure and an underutilized parking area. The SUP would facilitate productive reuse in alignment with corridor revitalization objectives.

Policy 7.2.4 – Ensure Compatibility Between Adjacent Land Uses

"Implement land use regulations and site design standards that mitigate potential conflicts between adjacent uses, especially between commercial/industrial and residential areas."
(*Viva Laredo Comprehensive Plan*, p. 7-14)

Relevance: The SUP conditions (e.g., fencing, screening, hours of operation, lighting controls) address potential impacts to nearby residential uses, aligning with compatibility goals.

Policy 8.1.5 – Support Local and Regional Economic Drivers

"Support land use decisions that enhance Laredo's role as a regional center for trade, logistics, and commerce."
(*Viva Laredo Comprehensive Plan*, p. 8-6)
Relevance: The Nationalization of Vehicles Enterprises aligns with Laredo's role in cross-border trade and logistics, directly supporting regional economic functions.

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3. Summary of Alignment

The proposed SUP aligns moderately with the *Viva Laredo Comprehensive Plan*. It supports infill development on an underutilized site, advances economic development consistent with designated Mixed Use Center and Neighborhood Mixed Use land use categories, and addresses compatibility concerns through specific conditions. While the use is specialized, it does not directly fulfill a primary plan objective but contributes to broader goals of economic vitality, land use compatibility, and corridor activation. The integration of trade-related services into an existing commercial area also aligns with Laredo's strategic economic positioning in logistics and cross-border commerce.

City of Laredo

City Council

Meeting Date: 8/18/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 2.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive, from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development).

The Planning and Zoning Commission recommended approval of the proposed planned unit development (overlay) with amending condition number seven (7) to remove “The minimum lot area of 2,200 square feet” and add “The minimum lot area of 1,600 square feet.” Staff supports the application.

ZC-014-2025
District VII

Council District: District 7 **Zone Case:** ZC-014-2025

Letters sent to property owners: 24

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

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

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the planned unit development overlay with amending condition number seven (7) to remove “The minimum lot area of 2,200 square feet” and add “The minimum lot area of 1,600 square feet.”

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-014-2025 – Comprehensive Plan Alignment

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1. Level of Alignment

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

---

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

Goal 5.1:

"Promote a variety of housing types and residential densities throughout the city to meet the needs of a diverse population."
— Page 5.31, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The proposed Planned Unit Development would introduce 160 single-family townhouses to a vacant site, supporting housing diversity and increased residential density, consistent with this goal.

Policy 5.2.3:

"Encourage infill housing development and redevelopment in existing neighborhoods with appropriate design standards to maintain neighborhood character."
— Page 5.31, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Although the parcel is classified as vacant developed land, it lies adjacent to existing residential uses. As such, the development can be interpreted as infill. The plan also includes compatibility with adjacent uses, particularly single-family residential to the west and south, aligning with this policy.

Goal 8.1:

"Ensure that all residents have access to a diverse system of parks, recreation opportunities, and open spaces."
— Page 8.15, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The proposed site does not meet the full parkland/open space requirement of 1.6 acres but qualifies for a 50% credit per the Land Development Code and provides 0.80 acres of open space. This partial compliance represents a limited advancement of Goal 8.1.

---

3. Summary of Alignment

The proposal to rezone from B-3 to B-3 P.U.D. for the development of single-family townhouses generally aligns with the Viva Laredo Comprehensive Plan's vision of diverse, infill residential development in appropriate mixed-use areas. Specifically, the project supports:

- **Goal 5.1**, by offering a new housing type (townhouses),
- **Policy 5.2.3**, by locating near existing neighborhoods in a mixed-use context, and
- **Goal 8.1**, through partial provision of open space.

However, the proposal does not fully achieve parkland and open space goals, requiring reliance on the 50% credit allowed by the development code. Furthermore, although traffic concerns have been reviewed, the scale of the project may still introduce neighborhood-level impacts that warrant monitoring.

For these reasons, the agenda item demonstrates a **Moderate** level of alignment with the Comprehensive Plan.

Broader intersecting planning themes include **housing diversity**, **neighborhood connectivity**, and **limited access to green space**, with indirect implications for **mobility** and **quality of life**.

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4. Additional Requirements

All cited goals and policies are quoted verbatim from the Viva Laredo City of Laredo Comprehensive Plan. No stronger alignment was identified due to partial fulfillment of open space standards and lack of direct policy guidance on townhome development patterns in mixed-use zones.

City Council-Regular Meeting

Date: 8/18/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Ariva, Ltd. Owner/Applicant; Peua Consulting, LLC, 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 the issuance of a Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive, from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development).

The Planning and Zoning Commission recommended **approval** of the proposed planned unit development (overlay) with amending condition number seven (7) to remove "The minimum lot area of 2,200 square feet" and add "The minimum lot area of 1,600 square feet." Staff **supports** the application.

ZC-014-2025
District VII

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: VII- Vanessa Perez

Proposed use: The proposed use is for planned unit development (P.U.D.) single family townhouses.

Site: The site is currently vacant developed land.

Surrounding land uses: To the north of the site is Bob Bullock Loop, Freight Dispatch Service Agency, Ltd., and vacant land. To the east of the site is an easement, Laredo Fire Station #9, FM 1472 (Mines Road), and vacant land. To the south of the site is Carmel Apartments, Fasken Boulevard, Barrileros Drive, Fasken Elementary School, and single family residential uses. To the west of the site is Atlanta Drive, Sierra Corda Drive, Basque Drive, Andalucia Drive, and primarily single-family residential uses.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop as an Expressway, but does not identify Atlanta Drive.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 24 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the planned unit development overlay with amending condition number seven (7) to remove "The minimum lot area of 2,200 square feet" and add "The minimum lot area of 1,600 square feet."

STAFF RECOMMENDATION
Staff **supports** the proposed planned unit development overlay for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Neighborhood Mixed Use (All Except M-1,M-2, B-4, AH, AN, FH, OG FiH), which includes B-3 zoning districts.

2. The proposed use is compatible with the residential uses to the south and west of the site.

3. There are similar uses to the west of the site, which are single-family residential uses within the vicinity of the site.

4.The proposed PUD is not anticipated to have a negative impact with traffic due to the approval of the Traffic Impact Analysis (TIA) by the Traffic Director.

5. Although, the proposed PUD – Site Plan does not meet the minimum landscape requirements of 0.01 acre or 447 square feet of park and open space per dwelling unit as per the Laredo Land Development Code, Section 24-70.3.9.

- The proposed site plan has 160 dwellings and requires 1.60 acres of park and open space (160 dwellings x 0.01 acre = 1.6 acres).

However, the proposed PUD Site Plan does meet the 50% credit of the open space requirement of parkland as stated in the Laredo Land Development Code, Section 24-70.3.9

- The proposed site plan identifies 0.80 acres of park and open space.

- As per the attached narrative, the applicant would like to pursue the 50% credit of the open space requirement of parkland as stated in the Laredo Land Development Code, Section 24-70.3.9.

- Parks Department will approve the 50% credit of the proposed park and open space.

Additional Comments:

1. The Planned Unit Development (P.U.D.) Overlay may not move forward to City Council without the approval of the site plan.

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

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

If the site plan (ZC-015-2025) is approved, Staff suggest the following conditions:

1. The residential dwellings shall adhere to the definition of townhouses, "an attached single-family residence with three (3) or more units with individual fee simple ownership in the land underlying the unit", as per the Laredo Land Development Code.

2. The site plan shall include all requirements as per the Laredo Land Development Code, Section 24-70.6.

3. Landscaping shall be provided in accordance with the City of Laredo Land Development Code, Section 24.83.

a. The site plan shall identify a total number of 320 trees for residential lots:
Formula: T (trees) = Y (number of lots) x 2, as per Section 24.83.1(c)
T = 160 lots x 2 = 320 trees

4. Garage shall meet the minimum of 18 feet in width by 20 feet in length.

5. Garage conversions are prohibited.

6. Sell of open space identified on the site plan is prohibited.

7. The minimum lot area shall be 2,200 square feet, and the minimum lot width shall be 22 feet.

8. Property Owner Association is required and will maintain all open space and communal areas as per the City of Laredo Land Development Code, Section 24.70.4.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
No. There are residential uses to the south and west of the site.

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

Will change adversely influence living conditions in the neighborhood?

Possibly due to an increase in traffic.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
The underlying zone allows single-family townhouses.

Attachments:

Comp Plan Alignment

Maps

Narrative

Site Plan

Construction Sequence

Floor Plans & Elevations

TIA Report

Parks Email

Zone Change Signage

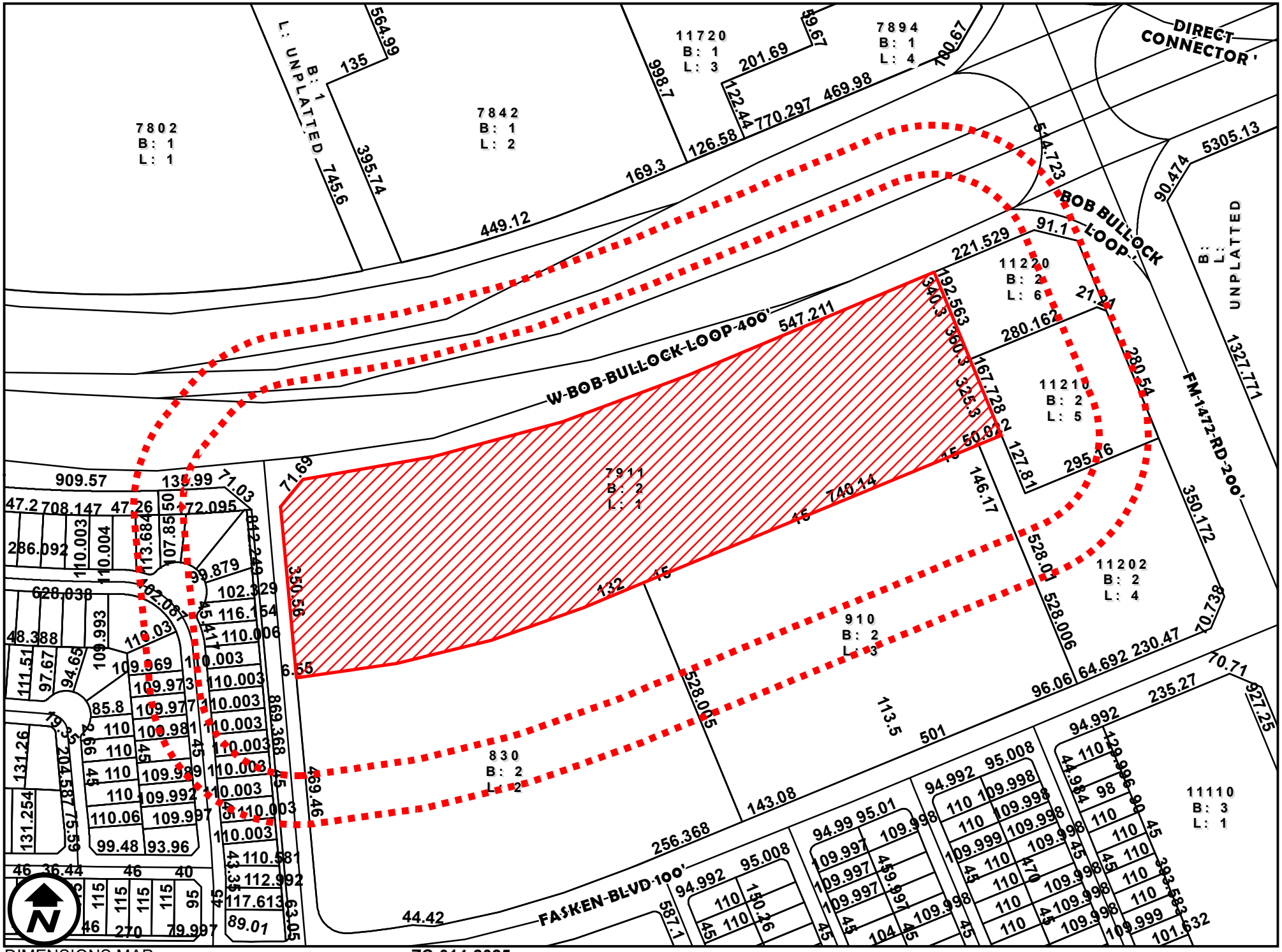
Draft Ordinance

AERIAL MAP

1 inch = 250 feet

ZC-014-2025
COUNCIL DISTRICT 7
7911 ATLANTA DRIVE

APPLICATION FC
P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES

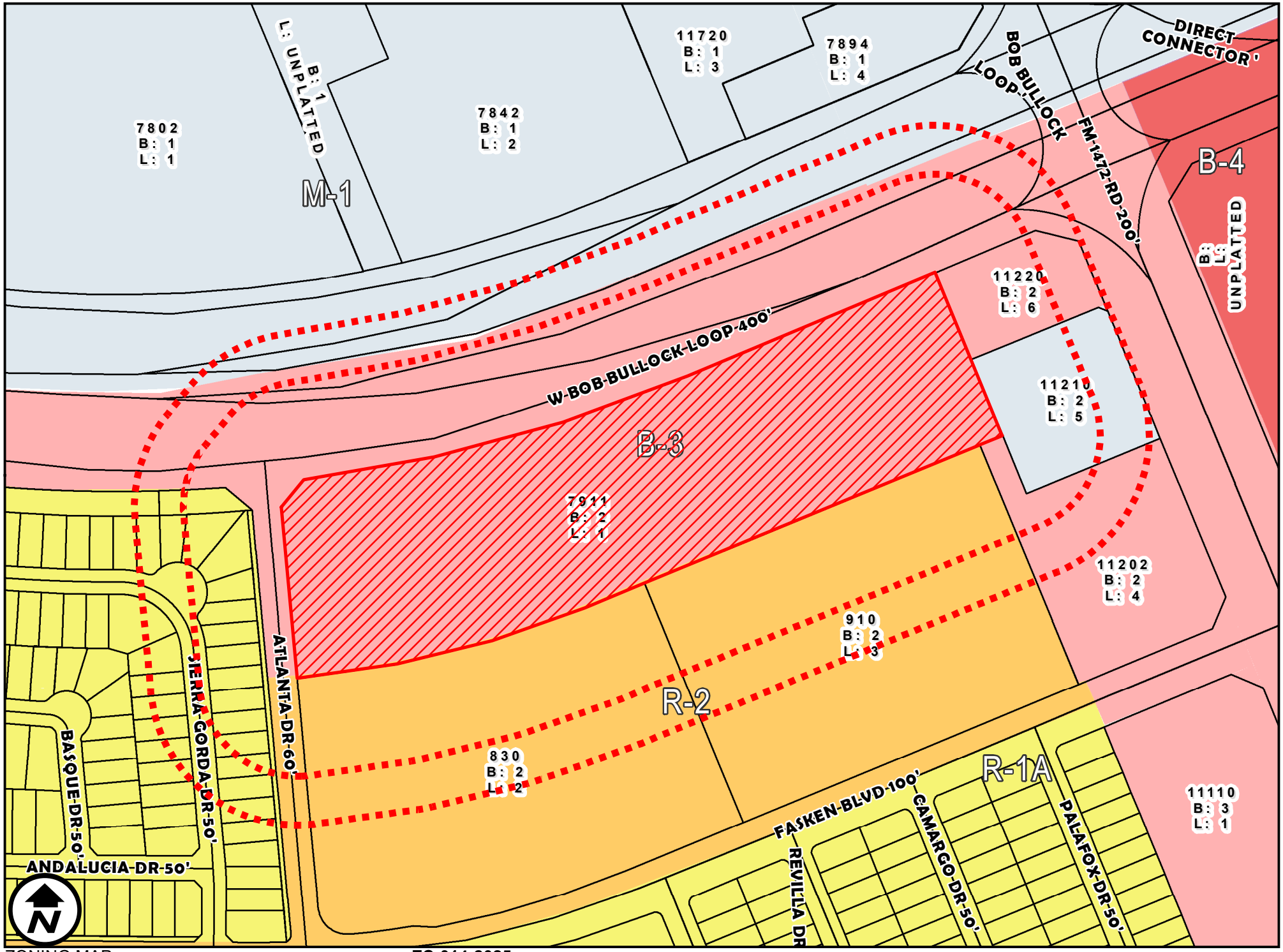


DIMENSIONS MAP

1 inch = 250 feet

ZC-014-2025
COUNCIL DISTRICT 7
7911 ATLANTA DRIVE

APPLICATION FC
P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES

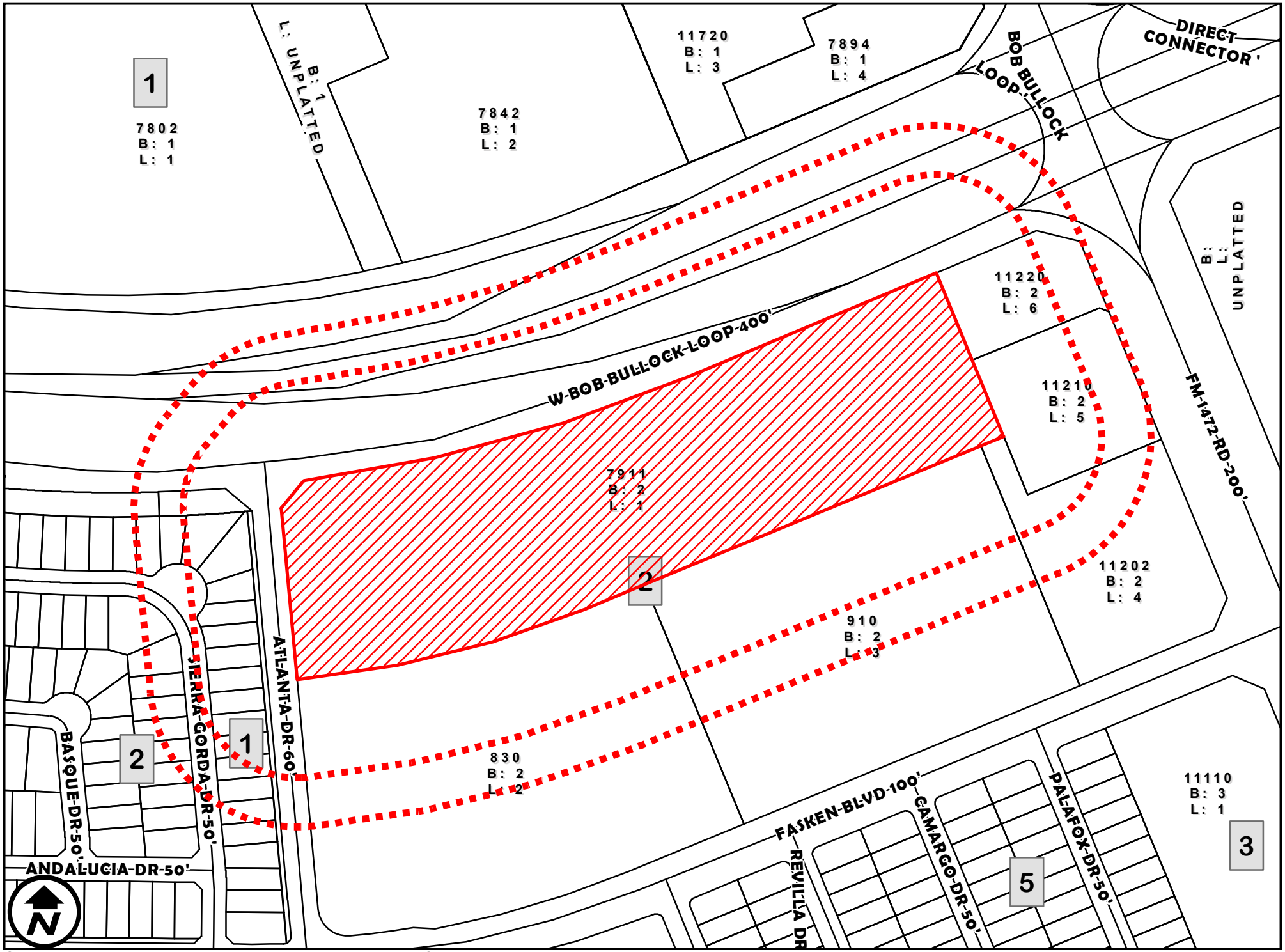


ZONING MAP

1 inch = 250 feet

ZC-014-2025
COUNCIL DISTRICT 7
7911 ATLANTA DRIVE

APPLICATION FC
P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES

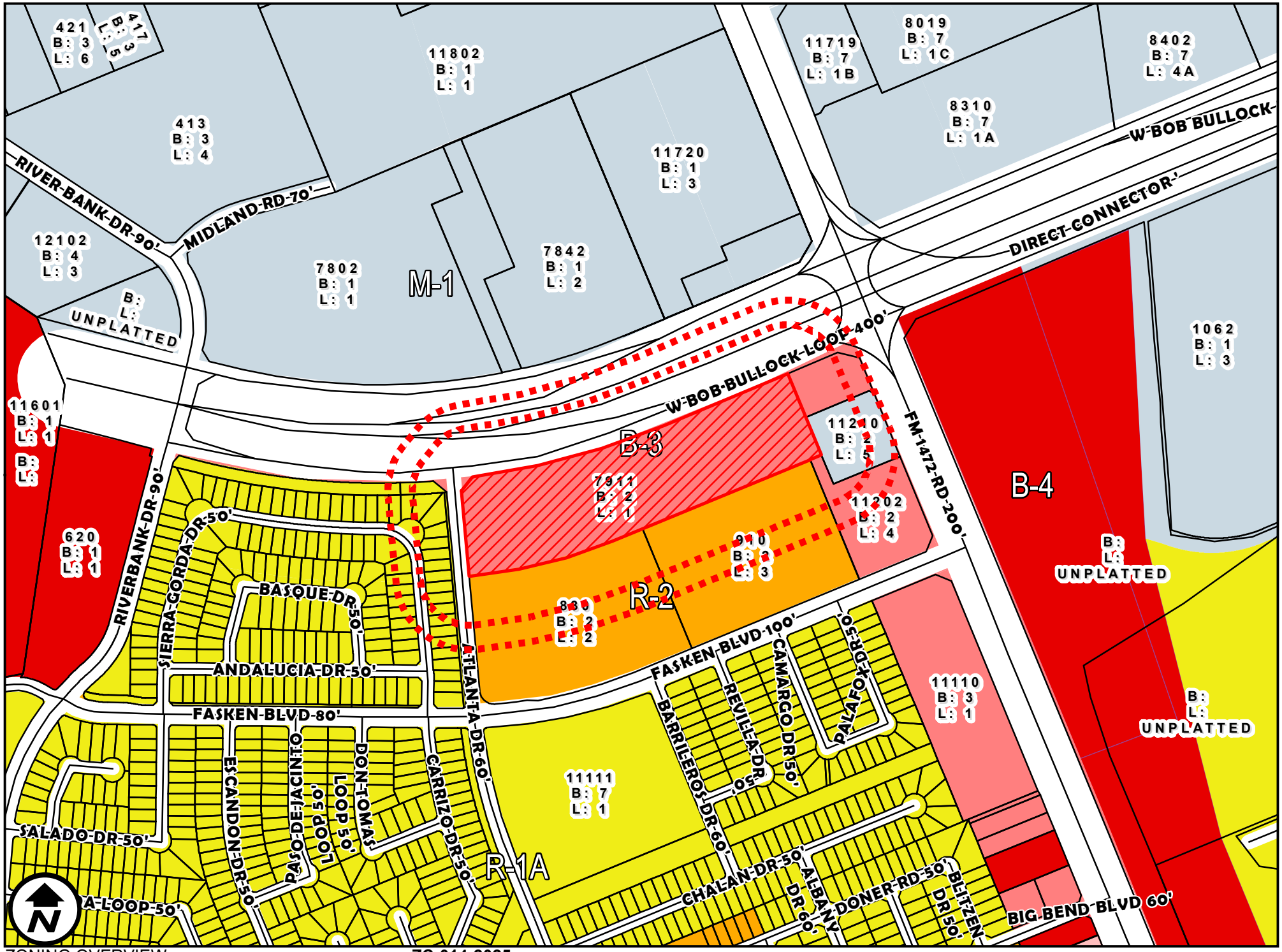


SURVEY MAP

1 inch = 250 feet

ZC-014-2025
COUNCIL DISTRICT 7
7911 ATLANTA DRIVE

APPLICATION FOR
P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES

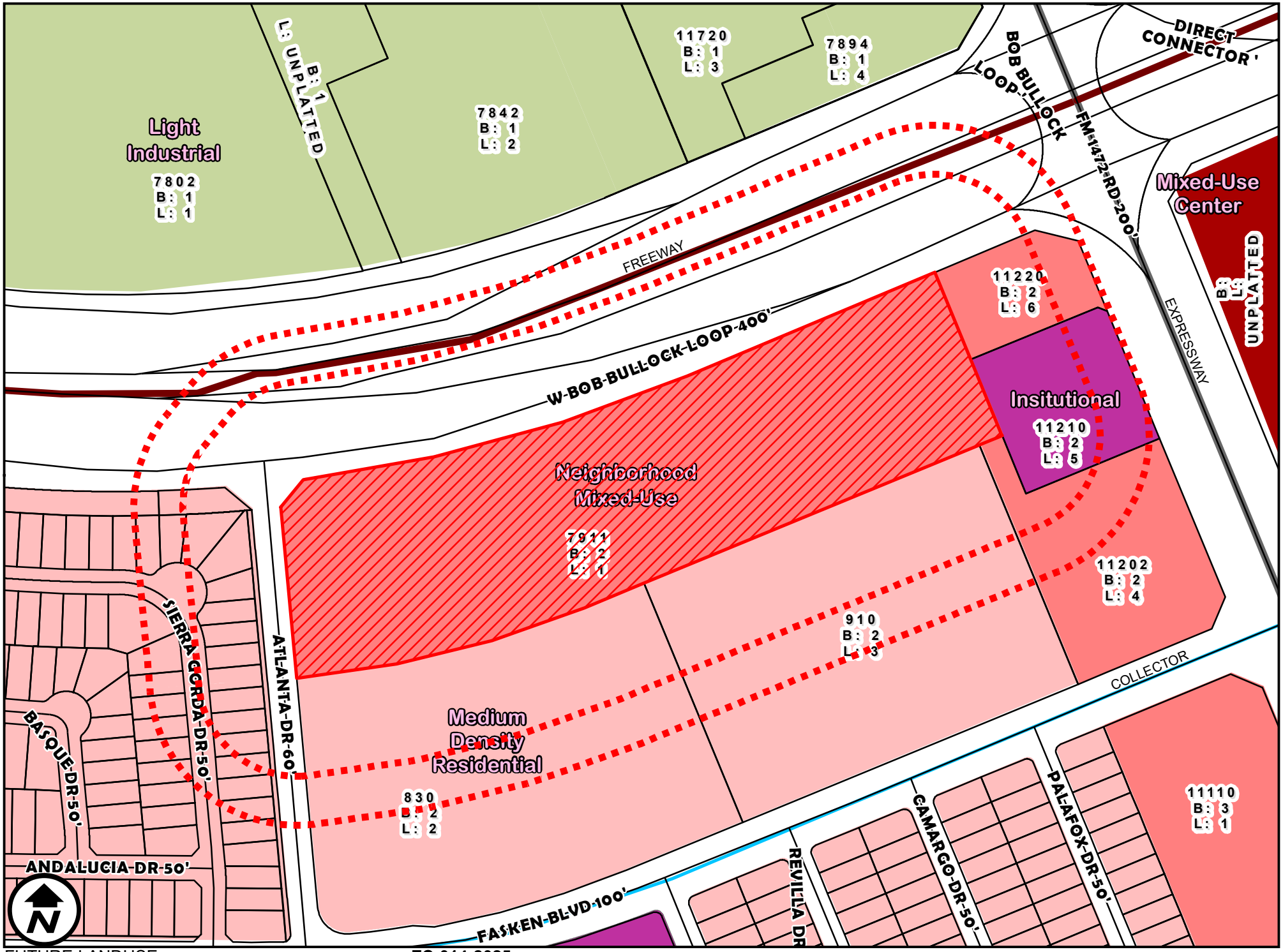


ZONING OVERVIEW

1 inch = 500 feet

ZC-014-2025
COUNCIL DISTRICT 7
7911 ATLANTA DRIVE

APPLICATION FC
P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES

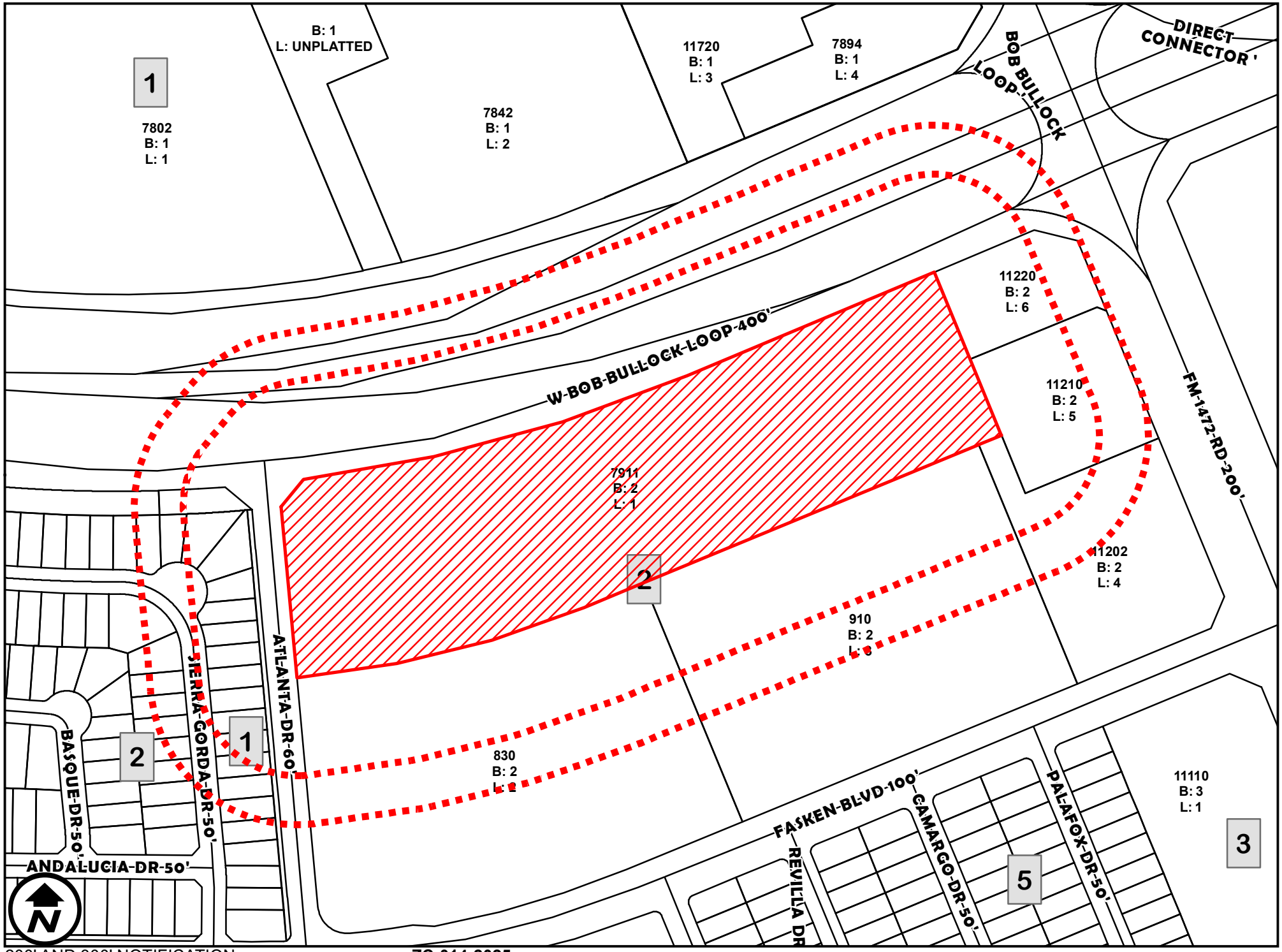


FUTURE LANDUSE

1 inch = 250 feet

ZC-014-2025
COUNCIL DISTRICT 7
7911 ATLANTA DRIVE

APPLICATION FOR
P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES



200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-014-2025
COUNCIL DISTRICT 7
7911 ATLANTA DRIVE

APPLICATION FOR
P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES

peua consulting llc

REGISTRATION NUMBER F-14954
8218 Casa Verde Rd., Suite 1001
Laredo, TX 78041
Phone: (956) 433-2205

July 9, 2025

City of Laredo Planning and Zoning
Attention: Ms. Vanessa Guerra, AICP, Planning Director
1120 San Bernardo Ave.
Laredo, Texas 78040

Re: Bridge Crossing, The Villas

Dear Ms. Guerra,

The proposed development is to have 160 townhouse units within 12.561 acres divided in 14 Buildings from 5 to 15 units per building and will have a density of 12.738 units per acre.

These units are proposed to be townhomes and will have a zero-lot line in between lots as shown on the attached exhibit. The front setback is proposed to be 20' and the rear setback 6'. The proposed minimum lot width is 22', minimum length is 72.81' and the minimum proposed lot area is 1602.98 sq.ft. Each unit will have capacity of 1 enclosed parking space and 2 driveway parking spaces. In addition, there are 10 parking spaces of which 2 are handicap accessible parking spaces. A 0.80 AC Park is also proposed for this development, which is 50% of the open space requirement and Peua Consulting on behalf of Ariva Ltd. Is requesting the other 50% of the total acreage for improvements to the proposed park as per Section 24.70.3.9 of the City of Laredo Land Development Code.

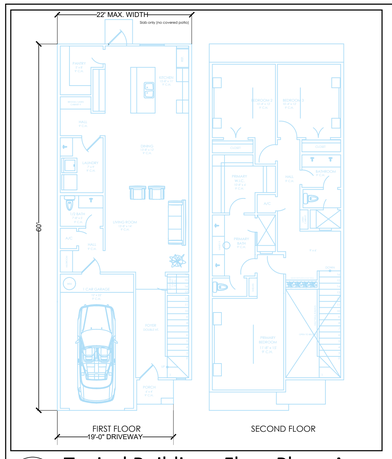
Peua Consulting LLC, on behalf of Ariva Ltd., is respectfully requesting a Planned Unit Development (PUD) for this proposed townhouses Development.

Please let us know if you have any questions or if we can be of any assistance.

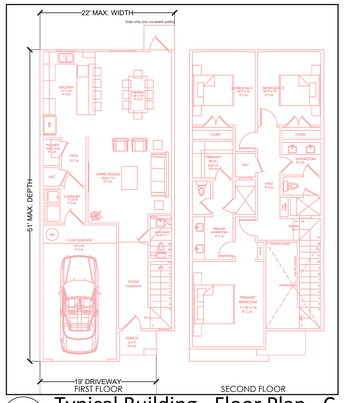
Sincerely,

Oscar Castillo P.E.

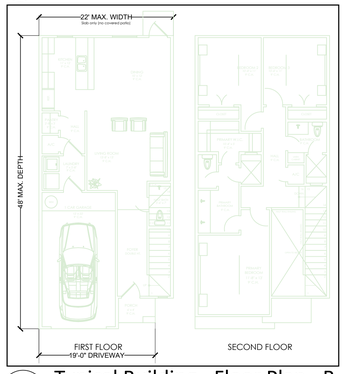
Peua Consulting L.L.C.



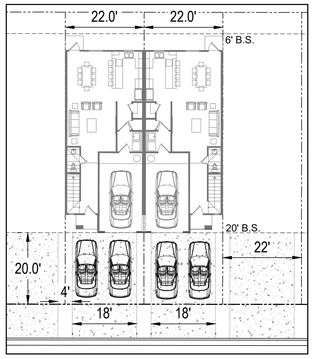
3 --- Typical Building - Floor Plan - A
SCALE: N.T.S



4 --- Typical Building - Floor Plan - C
SCALE: N.T.S



5 --- Typical Building - Floor Plan - B
SCALE: N.T.S



6 - TYPICAL UNIT SITE PLAN
SCALE: 1" : 20'

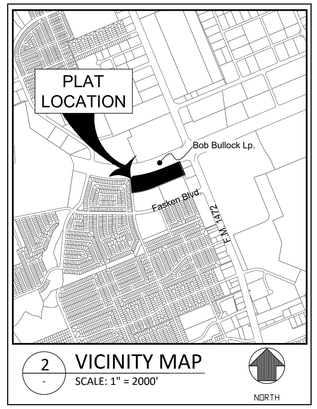
Trees & Irrigation

8.1	1.5" pvc Sch 40 Pipe	LF	5,180
8.2	1.5' Water Meter (Irrigation)	EA	1
8.3	Irrigation Sprinkler	EA	376
8.4	Timer for Irrigation Sprinkler	EA	1
8.5	PVC Fitting and Hardware	LS	1
8.6	Backflow Preventer Valve (Irrigation)	EA	1
8.7	Water consumption (2 Year/15 gal/tree - 3 day/wk)	EA	376
8.8	Trees	EA	376

TREES PROPOSED AT PLAT DEVELOPMENT	
Total	56
TREES PROPOSED AT BUILDING PERMIT	
Total	320*
* 160 @ DWELLING UNIT	
* 160 @ OPEN SPACE WITHIN DEVELOPMENT	
Total Trees	376

PROPOSED PARK	
BLOCK 2 LOT 1	0.75 AC
BLOCK 5 LOT 1	0.05 AC
Total	0.80 AC

BLOCK 1						BLOCK 2			BLOCK 4								
LOT #	AREA (Sqft)	AREA (AC)	LOT #	AREA (Sqft)	AREA (AC)	LOT #	AREA (Sqft)	AREA (AC)	LOT #	AREA (Sqft)	AREA (AC)	LOT #	AREA (Sqft)	AREA (AC)	LOT #	AREA (Sqft)	AREA (AC)
1	2,876.11	0.07	32	1,900.34	0.04	1	32,760.50	0.75	1	2,754.39	0.06	32	1,720.52	0.04	65	1,628.75	0.04
2	2,120.94	0.05	33	1,890.68	0.04	BLOCK 3			2	1,602.98	0.04	33	1,720.55	0.04	66	1,625.81	0.04
3	2,125.21	0.05	34	1,881.73	0.04	LOT #	AREA (Sqft)	AREA (AC)	3	1,615.36	0.04	34	1,720.58	0.04	67	1,622.88	0.04
4	2,128.72	0.05	35	1,873.50	0.04	1	2,170.95	0.05	4	1,627.03	0.04	35	2,324.97	0.05	68	1,619.94	0.04
5	2,131.45	0.05	36	1,865.98	0.04	2	1,611.50	0.04	5	1,638.00	0.04	36	2,367.92	0.05	69	1,624.10	0.04
6	2,133.41	0.05	37	1,859.19	0.04	3	1,611.50	0.04	6	1,648.26	0.04	37	1,714.95	0.04	70	2,349.20	0.05
7	2,134.60	0.05	38	1,853.11	0.04	4	1,611.50	0.04	7	1,657.81	0.04	38	1,712.01	0.04	BLOCK 5		
8	2,135.03	0.05	39	1,847.75	0.04	5	1,611.50	0.04	8	1,666.66	0.04	39	1,709.08	0.04	LOT #	AREA (Sqft)	AREA (AC)
9	2,134.68	0.05	40	1,843.11	0.04	6	1,611.50	0.04	9	1,674.80	0.04	40	1,706.14	0.04	1	2,106.37	0.05
10	2,133.56	0.05	41	1,839.18	0.04	7	2,195.53	0.05	10	2,066.57	0.05	41	1,703.21	0.04			
11	2,131.66	0.05	42	1,835.98	0.04	8	2,278.49	0.05	11	2,078.16	0.05	42	1,700.27	0.04			
12	2,129.00	0.05	43	1,833.49	0.04	9	2,033.11	0.05	12	1,698.71	0.04	43	1,697.34	0.04			
13	2,125.57	0.05	44	1,831.71	0.04	10	1,985.53	0.05	13	1,703.56	0.04	44	1,694.40	0.04			
14	2,121.37	0.05	45	2,246.64	0.05	11	1,942.64	0.04	14	1,707.69	0.04	45	1,691.46	0.04			
15	2,596.62	0.06	46	2,246.38	0.05	12	1,904.45	0.04	15	1,711.13	0.04	46	1,688.53	0.04			
16	2,587.70	0.06	47	1,831.11	0.04	13	1,949.55	0.04	16	1,713.86	0.04	47	2,068.33	0.05			
17	2,100.92	0.05	48	1,816.23	0.04	14	2,001.50	0.05	17	1,715.88	0.04	48	2,063.08	0.05			
18	2,093.28	0.05	49	1,826.96	0.04	15	1,815.42	0.04	18	1,717.20	0.04	49	1,677.72	0.04			
19	2,084.87	0.05	50	1,826.80	0.04	16	1,914.27	0.04	19	1,717.82	0.04	50	1,674.78	0.04			
20	2,075.70	0.05	51	1,826.64	0.04	17	2,202.74	0.05	20	1,717.73	0.04	51	1,671.85	0.04			
21	2,065.75	0.05	52	1,826.49	0.04	18	2,331.77	0.05	21	1,716.94	0.04	52	1,668.91	0.04			
22	2,056.58	0.05	53	1,826.33	0.04	19	1,715.18	0.04	22	1,730.32	0.04	53	1,665.98	0.04			
23	2,711.13	0.06	54	1,826.17	0.04	20	1,725.03	0.04	23	2,111.24	0.05	54	1,663.04	0.04			
24	2,036.05	0.05	55	1,826.01	0.04	21	1,725.64	0.04	24	2,111.29	0.05	55	1,660.11	0.04			
25	1,993.77	0.05	56	1,825.85	0.04	22	1,853.73	0.04	25	1,720.31	0.04	56	1,657.17	0.04			
26	1,980.02	0.05	57	1,825.69	0.04	23	1,716.34	0.04	26	1,720.34	0.04	57	1,654.24	0.04			
27	1,965.72	0.05	58	2,240.40	0.05	24	1,727.50	0.04	27	1,720.37	0.04	58	1,651.30	0.04			
28	1,952.13	0.04	59	2,240.16	0.05	25	1,900.20	0.04	28	1,720.40	0.04	59	1,648.37	0.04			
29	1,939.26	0.04	60	1,825.14	0.04	26	1,789.37	0.04	29	1,720.43	0.04	60	2,019.03	0.05			
30	2,363.48	0.05	61	1,824.98	0.04	27	2,245.38	0.05	30	1,720.46	0.04	61	2,013.79	0.05			
31	2,346.51	0.05	62	1,824.82	0.04				31	1,720.49	0.04	62	1,637.56	0.04			
			63	1,824.66	0.04							63	1,634.62	0.04			
												64	1,631.69	0.04			



2 - VICINITY MAP
SCALE: 1" = 2000'
NORTH

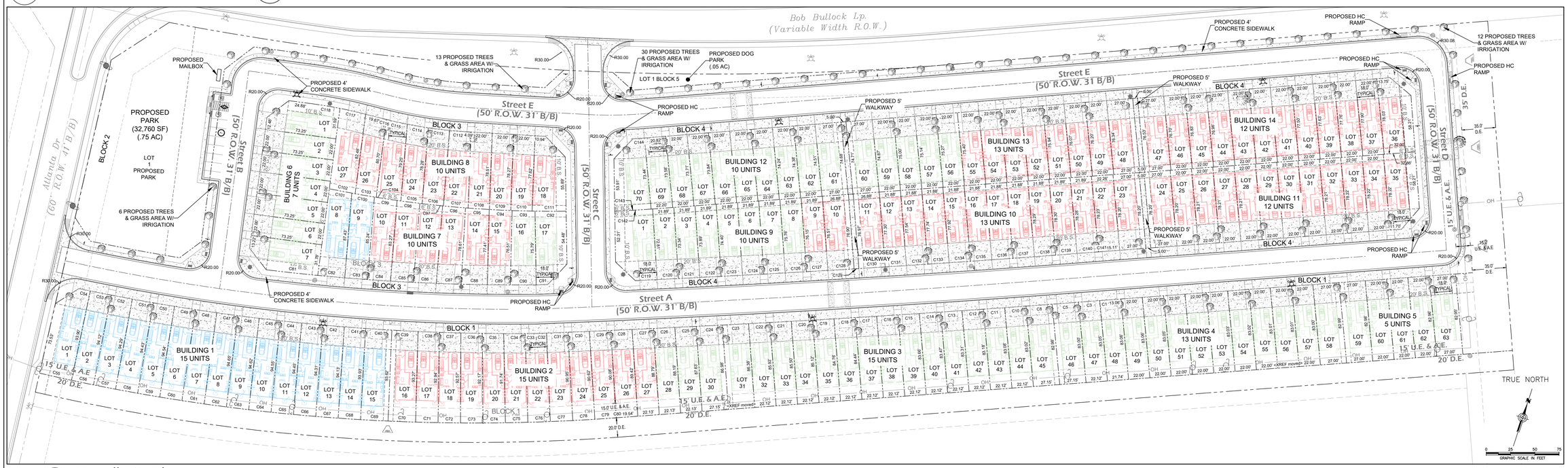
PARKING SPACES COUNT

REGULAR	7
HANDICAP	2
TOTAL:	9

	Units
Building 1	15
Building 2	15
Building 3	15
Building 4	13
Building 5	5
Building 6	7
Building 7	10
Building 8	10
Building 9	10
Building 10	13
Building 11	12
Building 12	10
Building 13	13
Building 14	12
Total	160

LEGEND

- EXISTING PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY CENTER LINE
- EXISTING PROPERTY LOT LINE
- EXISTING BUILDING SETBACK LINE
- EXISTING UTILITY EASEMENT LINE
- EXISTING DRAINAGE EASEMENT LINE
- PROPOSED PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY CENTERLINE
- PROPOSED PROPERTY LOT LINE
- PROPOSED UTILITY EASEMENT LINE
- PROPOSED BUILDING SETBACK LINE
- OH — EXISTING OVER HEAD LINE
- D.E. — UTILITY DRAINAGE EASEMENT DESIGNATION
- U.E. — UTILITY EASEMENT DESIGNATION
- U.A.E. — UTILITY & ACCESS EASEMENT DESIGNATION
- B.S. — BUILDING SETBACK DESIGNATION
- EXISTING SANITARY SEWER
- EXISTING FIREHYDRANT
- PROPOSED FIREHYDRANT
- PROPOSED SANITARY SEWER
- EXISTING POWER/LIGHT POLE
- EXISTING POWER POLE



1 --- Overall Site Plan
SCALE: 1" = 50'

Ariva Ltd.
4016 Hillside Rd.
Laredo, Tx 78041

STATE OF TEXAS
OSCAR CASTILLO
95620
LICENSED PROFESSIONAL ENGINEER
05/30/2025

FOR REVIEW ONLY

DESIGN BY: O.Castillo
DRAWN BY: O.Ramirez
CHECKED BY: O.Castillo

#	DATE	DESCRIPTION
1.	11/19/2024	FOR SITE APPROVAL
2.	05/30/2025	FOR SITE APPROVAL
3.	06/30/2025	FOR SITE APPROVAL
4.	07/08/2025	FOR SITE APPROVAL

ISSUED:

peula consulting llc
Registration Number F-14954
8218 Casa Verde Rd., Ste. 1001
Laredo, Texas 78041
Tel: (956) 568-4006

BRIDGE CROSSING THE VILLAS (PUD)

PUD Site Plan & Landscaping Plan

SHEET NO.: 1.20
JOB NO.: 2024.016

peua consulting llc

REGISTRATION NUMBER F-14954
8218 Casa Verde Rd., Suite 1001
Laredo, TX 78041
Phone: (956) 568-4006

June 4, 2025

City of Laredo Planning and Zoning
Attention: Ms. Vanessa Guerra, AICP, Planning Director
1413 Houston St.
Laredo, Texas 78040

Re: Bridge Crossing, The Villas (Construction Sequence)

Dear Ms. Guerra,

Peua Consulting on behalf of Ariva LTD. is respectfully submitting the projected Construction Sequence for this project:

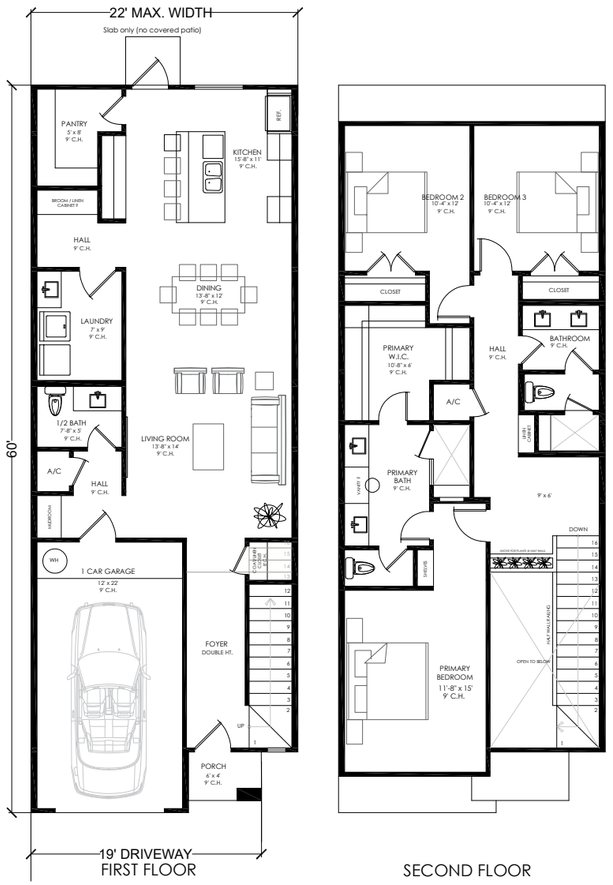
- Buildings 1, 2 and 3 on Block 1; 8 months
- Buildings 4, and 5 Block 4; 6, and 7 on Block 3; 8 months
- Buildings 8 Block 3; 9, 10 and 11 on Block 4; 8 months
- Buildings 12, 13 and 14 on Block 4; 8 months

The project is projected to be finalized within 2 years and 8 months after permitting.

Sincerely,

Oscar Castillo P.E.

Peua Consulting LLC



SYDNEY PLAN
3 bed/ 2.5 bath

FIRST FLOOR = 994 S.F.
SECOND FLOOR = 1,039 S.F.

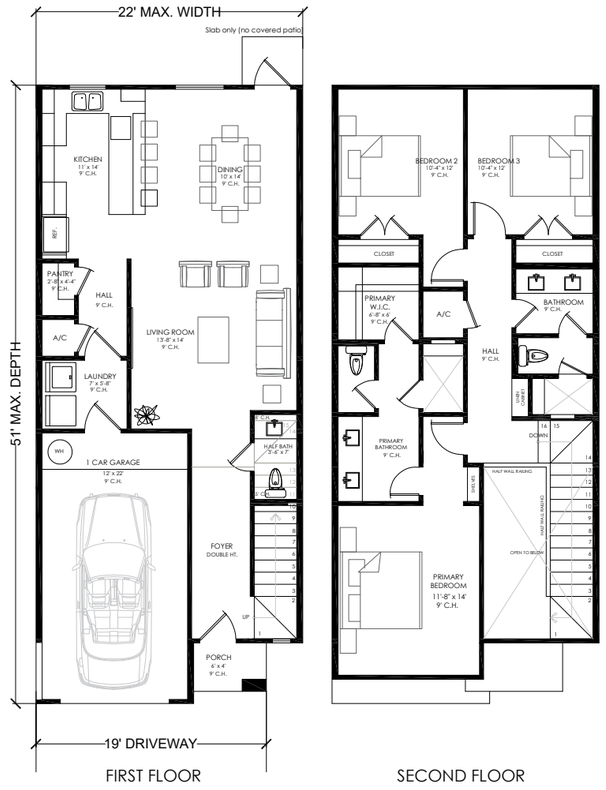
LIVING S.F. = 2,033 S.F.

PORCH = 24 S.F.
GARAGE = 281 S.F.
PATIO = N/A

EXT. S.F. = 305 S.F.

TOTAL S.F. = 2,338 S.F.

FRONT ELEVATION
SYDNEY



MANHATTAN PLAN
3 bed/ 2.5 bath

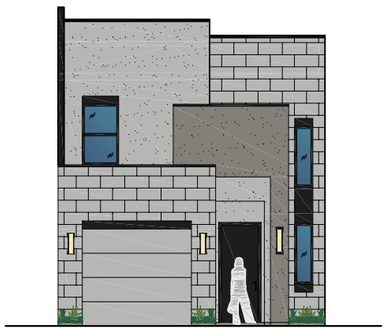
FIRST FLOOR = 796 S.F.
SECOND FLOOR = 922 S.F.

LIVING S.F. = 1,718 S.F.

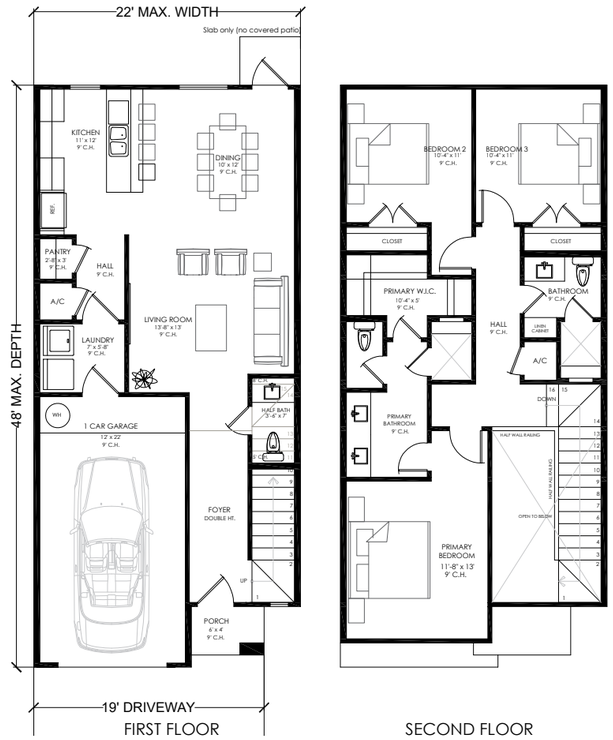
PORCH = 24 S.F.
GARAGE = 281 S.F.
PATIO = N/A

EXT. S.F. = 305 S.F.

TOTAL S.F. = 2,023 S.F.



FRONT ELEVATION
MANHATTAN



RIALTO PLAN
3 bed/ 2.5 bath

FIRST FLOOR = 730 S.F.
SECOND FLOOR = 860 S.F.

LIVING S.F. = 1,590 S.F.

PORCH = 24 S.F.
GARAGE = 281 S.F.
PATIO = N/A

EXT. S.F. = 305 S.F.

TOTAL S.F. = 1,895 S.F.

FRONT ELEVATION
RIALTO

ARIVA HOMES

OWNER: ARIVA HOMES LAREDO

PROJECT: BRIDGE CROSSING The Villas

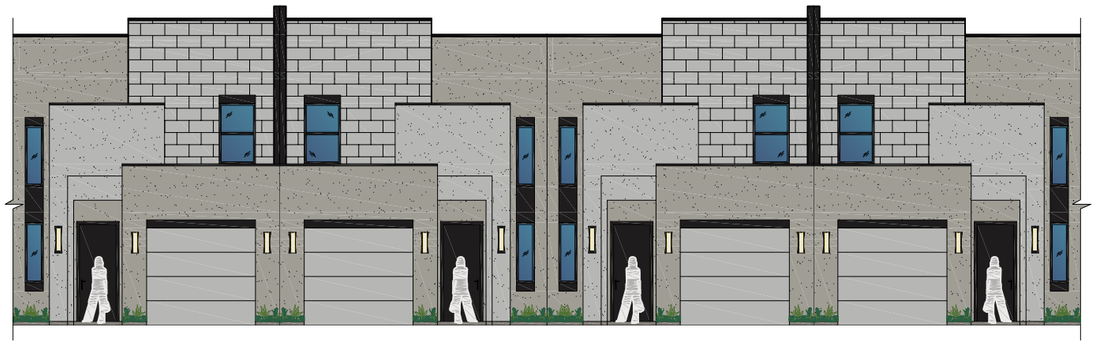
MODELS
FLOOR PLAN & ELEVATION

DRAWN :	
DATE :	02.04.25
CHECKED :	

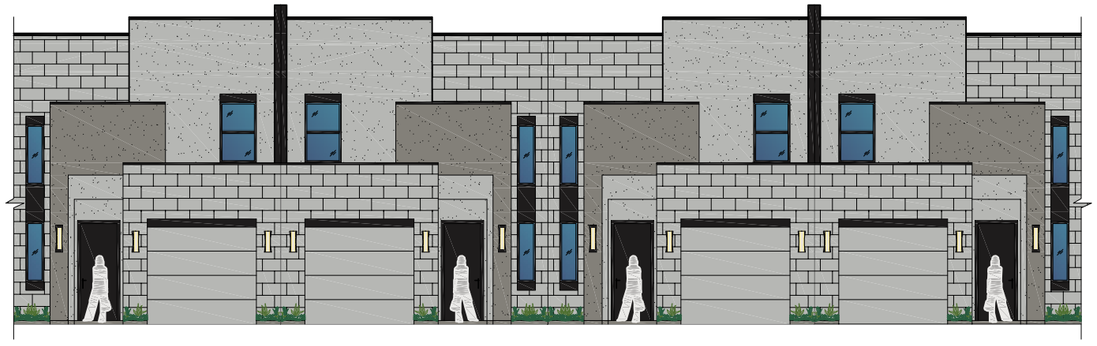
PROJECT
BRIDGE CROSSING THE VILLAS

SHEET
MODELS
FLOOR PLAN & ELEVATION

2 OF 3 SHEETS



SYDNEY



MANHATTAN

RIALTO

ARIVA HOMES

OWNER: ARIVA HOMES
L A R E D O

PROJECT: BRIDGE CROSSING
The Villas

BUILDING ELEVATIONS

DRAWN :	
DATE :	02.04.25
CHECKED :	

PROJECT

BRIDGE CROSSING THE VILLAS

SHEET

BUILDING ELEVATIONS

3 OF 3 SHEETS

TRAFFIC IMPACT ANALYSIS

Ariva Bridge Crossing Townhomes

Bob Bullock Loop and Atlanta Drive

Laredo, Texas

Prepared for: Peua Consulting, LLC
600 San Bernardo, Suite 902
Laredo, Texas 78040

Prepared by: AC Group, LLC
15531 Grey Fox Terrace
San Antonio, Texas 78255

June 2, 2025
Project No. 2025004400

STATE OF TEXAS
RENE ARREDONDO
91678
LICENSED
PROFESSIONAL ENGINEER

6/2/25

Texas TBPE Firm No. F-11727

AC GROUP LLC
Traffic Data Surveyors

TRAFFIC IMPACT ANALYSIS

Ariva Bridge Crossing Townhomes
Bob Bullock Loop and Atlanta Drive
Laredo, Texas

June 2025
Version 1

Prepared by:

AC Group, LLC
15331 Grey Fox Terrace
San Antonio, Texas 78255
(210) 535-3558
TBPE Firm Registration No. F-11727

EXECUTIVE SUMMARY

Project Description

As per the requirements of the City of Laredo plan review, a Traffic Impact Analysis (TIA) has been prepared on behalf of Peua Consulting, LLC for the proposed Ariva Bridge Crossing Townhomes to be located along the eastbound Bob Bullock Loop frontage road, between Atlanta Drive and Mines Road, in Laredo, Texas. The proposed Townhome (ITE Code: 220) development will have as many as 162 residential units and would be projected to generate as many as 65 morning peak hour trips and 83 evening peak hour trips. Completion of the proposed residential development is anticipated for 2027.

Access Driveways

Access to the proposed Ariva Bridge Crossing Townhomes will include two access intersections, one right-in/right-out access intersection along the eastbound Bob Bullock Loop and one full-access intersection along Atlanta Drive. The access intersection along the eastbound Bob Bullock Loop is to be located approximately 450' east of Atlanta Drive. The access intersection along Atlanta Drive is to be located approximately 270' south of the eastbound Bob Bullock Loop frontage road.

Traffic Impact Analysis

Based on trip generation and distribution projections for the proposed Ariva Bridge Crossing Townhomes, which is to be located along the eastbound Bob Bullock Loop frontage road between Atlanta Drive and Mines Road, the proposed residential subdivision would not be anticipated to have a detrimental operational impact on the surrounding roadway system, specifically Bob Bullock Loop and Atlanta Drive.

Turn Lane Analysis

Table 2-3 of the TxDOT *Access Management Manual* requires that a left or right-turn lane be installed when turn volumes exceed 50 vehicles per hour in a 45 mile per hour (or greater) speed zone and 60 vehicles per hour in speed zones less than 45 miles per hour. The eastbound Bob Bullock Loop frontage road has a posted speed limit of 45 miles per hour in the vicinity of the proposed development; therefore the 50 vehicle per hour threshold was used for the determination of turn lane requirements along the eastbound Bob Bullock Loop. Neither of the proposed access intersections were projected to exceed the turn volume threshold requiring the installation of turn lanes.

TRAFFIC IMPACT ANALYSIS
Ariva Bridge Crossing Townhomes
Bob Bullock Loop and Atlanta Drive

PROJECT SCOPE

As per the requirements of the City of Laredo plan review, a Traffic Impact Analysis (TIA) has been prepared on behalf of Peua Consulting, LLC for the proposed Ariva Bridge Crossing Townhomes to be located along the eastbound Bob Bullock Loop frontage road, between Atlanta Drive and Mines Road, in Laredo, Texas. The proposed Townhome (ITE Code: 220) development will have as many as 162 residential units and would be projected to generate as many as 65 morning peak hour trips and 83 evening peak hour trips. Completion of the proposed residential development is anticipated for 2027. Figure 1 below shows a location map of the proposed Ariva Bridge Crossing Townhomes.

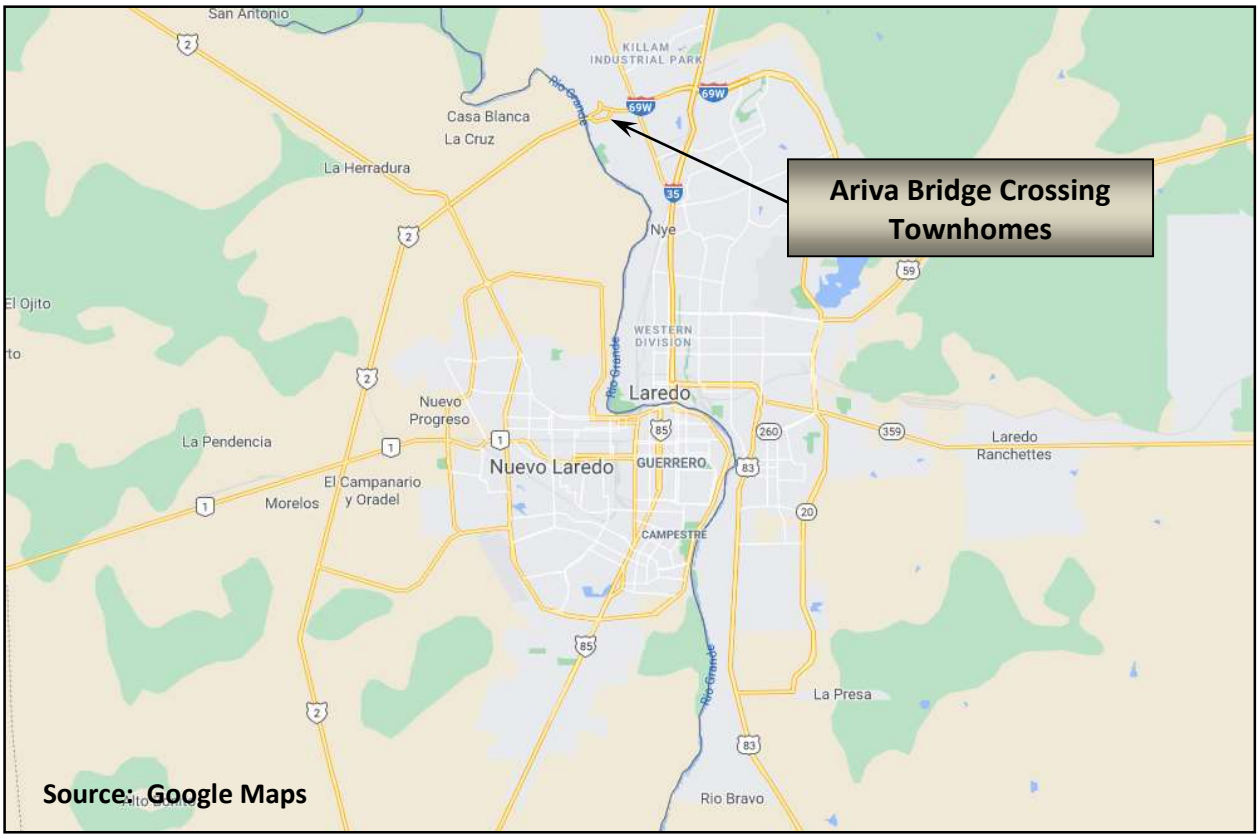


Figure 1. Location Map for the Proposed Ariva Bridge Crossing Townhomes

Access to the proposed Ariva Bridge Crossing Townhomes will include two access intersections, one right-in/right-out access intersection along the eastbound Bob Bullock Loop and one full-access intersection along Atlanta Drive. The access intersection along the eastbound Bob Bullock Loop is to be located approximately 450' east of Atlanta Drive. The access intersection along Atlanta Drive is to be located approximately 270' south of the eastbound Bob Bullock Loop frontage road. Figure 2 below shows an aerial location map of the proposed townhome residential subdivision and Figure 3 shows the site layout of the proposed townhome residential subdivision.

Figure 2. Aerial Location Map of the Proposed Ariva Bridge Crossing Townhomes

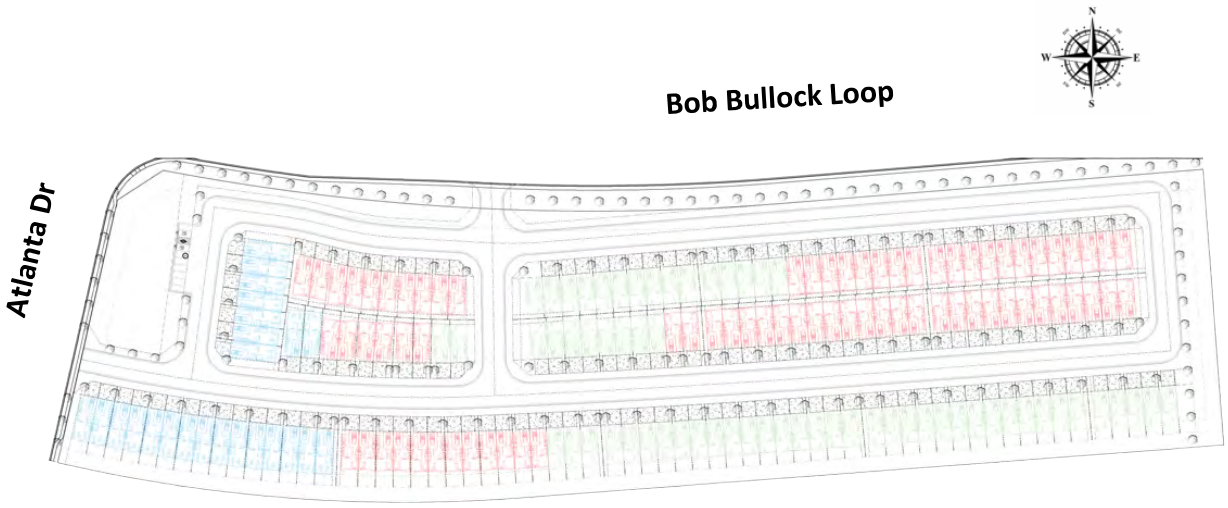


Figure 3. Site Plan for the Proposed Ariva Bridge Crossing Townhomes

STUDY AREA

The study area for this traffic impact analysis includes the two proposed access intersections along the eastbound Bob Bullock Loop and Atlanta Drive. The proposed townhome residential subdivision will be located between along the eastbound Bob Bullock Loop between Atlanta Drive and Mines Road in north Laredo, Texas, as shown in Figure 4 below.

Figure 4. Study Intersections for the Proposed Ariva Bridge Crossing Townhomes

CITY OF LAREDO ZONING

The proposed townhome residential subdivision is zoned General Business District (B-3), as shown in Figure 5 below. The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan for the City of Laredo. The site has a legal description of VILLAS SAN AGUSTIN, BLOCK 2, LOT 1, UNIT 1. The areas surrounding the proposed development include Single Family Reduced Area District (R-1A) to the west along Atlanta Drive and Multi-Family District (R-2) south of the proposed Townhome residential subdivision, as shown in Figure 5 below. Properties along Ejido Avenue also include Community Business District (B-3).

Figure 5. City of Laredo Zoning near the Proposed Ariva Bridge Crossing Townhomes

EXISTING ROADWAYS

Bob Bullock Loop (Loop 20) Eastbound Frontage Road, adjacent to the Ariva Bridge Crossing Townhomes, is a curbed, 43' wide paved roadway with two 12' lanes, a 15' outside shoulder, and a 4' inside shoulder. Bob Bullock Loop is classified as a Freeway on the City of Laredo Future Thoroughfare Plan (2023). The Bob Bullock Loop eastbound frontage road has a posted speed limit of 45 miles per hour. Pavement conditions are good with no observed pavement failure and visible pavement markings. The eastbound Bob Bullock Loop frontage road has sidewalks on outside of the roadway and no bicycle lanes adjacent to the proposed residential development. Figure 6 below shows the eastbound Bob Bullock Loop frontage road, east of Atlanta Drive, and adjacent to the proposed residential development.

Figure 6. Bob Bullock Loop Eastbound Frontage Road – Adjacent to Proposed Development

Atlanta Drive, between Fasken Boulevard and Bob Bullock Loop, is a curbed, 38' wide paved roadway with one 12' lane in each direction, a 14' continuous two-way, left-turn lane (CTWLTL), and no shoulders. Atlanta Drive is classified as a Collector Roadway on the City of Laredo Future Thoroughfare Plan (2023) and has a 30 mile per hour posted speed limit. Pavement conditions are good with no observed pavement failure and visible pavement markings. Atlanta Drive has 4' sidewalks on both sides of the roadway and no bicycle lanes. Figure 7 below shows Atlanta Drive south of Bob Bullock Loop.

Figure 7. Atlanta Drive – Facing North towards Bob Bullock Loop

EXISTING TRAFFIC DATA

The Texas Department of Transportation (TxDOT) Traffic Count Database System (TCDS) shows that Mines Road, south of Bob Bullock Loop had an average daily traffic (ADT) volume of 26,142 vehicles per day in 2020 and 28,634 vehicles per day in 2022. The TxDOT TCDS traffic data sheets are included in Appendix D.

BACKGROUND TRAFFIC

An annual average growth rate (AAGR) was calculated at **4.50%** per year based on historical average daily traffic (ADT) counts available on the Texas Department of Transportation (TxDOT) Traffic Count Database System (TCDS) for 2020 and 2022. Historical average daily traffic data was available for Mines Road, south of Bob Bullock Loop. This rate represents the annual average growth rate (AAGR) for the area surrounding in the vicinity of the proposed development. The table below illustrates ADT data Mines Road, south of Bob Bullock Loop and near the proposed development.

Table 1. Annual Average Growth Rate for Mines Road, South of Bob Bullock Loop

Location	Year	ADT	Rate of Growth	Proposed AAGR (%)
	2020	26,142	-	
Mines Rd	2022	28,634	0.046578	4.50%

PROJECTED TRAFFIC DATA

Projected traffic volume data may be calculated for a 2027 project built-out using a 4.50% annual average growth rate (AAGR), as determined in the previous section. The 2027 projected average daily traffic (ADT) volume for Mines Road, south of Bob Bullock Loop, was calculated as 35,683 vehicles per day.

TRIP GENERATION

Using the Eleventh Edition of the ITE *TRIP GENERATION MANUAL* reference, the proposed Ariva Bridge Crossing Townhomes will generate trips based on a the total number of Multi-Family Housing (ITE Code: 220) units within the proposed subdivision. The proposed Ariva Bob Bullock Townhome Subdivision will have as many as 162 townhome dwelling units. Table 2 below shows the projected trip generation calculations for the proposed Ariva Bridge Crossing Townhomes.

The ITE Trip Generation Manual describes a **Multifamily Housing (Low-Rise) (ITE Code: 220)** as housing that includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

Table 2. Trip Generation for the Proposed Ariva Bridge Crossing Townhomes

TRIP GENERATION										
ITE Code	**Weekday 24 Hour**		**Weekday AM Peak**		**Weekday PM Peak**		**Saturday 24 Hour**		**Saturday Peak Hour**	
220	**Multi-Family Housing**									
Rate / DU	6.74		0.40		0.51		4.55		0.41	
Dwelling Unit	162		162		162		162		162	
Trips	1,092		65		83		737		66	
% Enter/Exit	50%	50%	24%	76%	63%	37%	50%	50%	50%	50%
# Enter/Exit	546	546	16	49	52	31	368	369	33	33

Source: *ITE Trip Generation Manual, Eleventh Edition*

TRIP DISTRIBUTION

Trip distribution for the proposed Ariva Bridge Crossing Townhomes was based on the surrounding roadway system and anticipated routes to and from the surrounding major roadway system, specifically along Mines Road and Bob Bullock Loop. Trip distribution for the proposed Ariva Bridge Crossing Townhomes was forecasted as 20% from areas north of the proposed development along Mines Road, 40% from areas south of the proposed development along Mines Road, and 20% from the areas east of the proposed development along Bob Bullock Loop. Table 3 below shows the projected trip distribution for the proposed Ariva Bridge Crossing Townhomes.

Table 3. Trip Distribution for the Proposed Ariva Bridge Crossing Townhomes

TRIP DISTRIBUTION								
	Weekday AM Peak				Weekday PM Peak			
Enter	NB Mines Rd	SB Mines Rd	WB Loop 20		NB Mines Rd	SB Mines Rd	WB Loop 20	
	40%	20%	40%		40%	20%	40%	
	6	4	6		21	10	21	
	16				52			
Exit	NB Mines Rd	SB Mines Rd	EB Loop 20		NB Mines Rd	SB Mines Rd	EB Loop 20	
	20%	40%	40%		20%	40%	40%	
	9	20	20		7	12	12	
	49				31			

DRIVEWAY ACCESS

Access to the proposed Ariva Bridge Crossing Townhomes will include two access intersections, one right-in/right-out access intersection along the eastbound Bob Bullock Loop and one full-access intersection along Atlanta Drive. The access intersection along the eastbound Bob Bullock Loop is to be located approximately 450' east of Atlanta Drive. The access intersection along Atlanta Drive is to be located approximately 270' south of the eastbound Bob Bullock Loop frontage road. Figure 8 below shows the two proposed access intersections for the proposed Ariva Bridge Crossing Townhomes.

Figure 8. Driveway Access for Proposed Ariva Bridge Crossing Townhomes

TURN LANE ANALYSIS

Table 2-3 of the TxDOT *Access Management Manual* requires that a left or right-turn lane be installed when turn volumes exceed 50 vehicles per hour in a 45 mile per hour (or greater) speed zone and 60 vehicles per hour in speed zones less than 45 miles per hour. The eastbound Bob Bullock Loop frontage road has a posted speed limit of 45 miles per hour in the vicinity of the proposed development; therefore the 50 vehicle per hour threshold was used for the determination of turn lane requirements along the eastbound Bob Bullock Loop.

Access No. 1 along the eastbound Bob Bullock Loop frontage road has a projected eastbound right-turn volume of 6 vehicles per hour during the morning weekday peak hour and 21 vehicles per hour during the evening weekday peak hour**.** The installation of an eastbound right-turn lane along Bob Bullock Loop at Access No. 1 would not be required.

Access No. 2 along Atlanta Drive has a projected northbound right-turn volume of 6 vehicles per hour during the morning weekday peak hour and 21 vehicles per hour during the evening weekday peak hour**.** The installation of a northbound right-turn lane along Atlanta Drive at Access No. 2 would not be required.

Access No. 2 also has a projected southbound left-turn volume of 4 vehicles per hour during the morning weekday peak hour and 10 vehicles per hour during the evening weekday peak hour**.** The installation of a southbound left-turn lane along Atlanta Drive at Access No. 2 would not be required.

CONCLUSION

Based on trip generation and distribution projections for the proposed Ariva Bridge Crossing Townhomes, which is to be located along the eastbound Bob Bullock Loop frontage road between Atlanta Drive and Mines Road, the proposed residential subdivision would not be anticipated to have a detrimental operational impact on the surrounding roadway system, specifically Bob Bullock Loop and Atlanta Drive.

Turn Lane Analysis

Table 2-3 of the TxDOT *Access Management Manual* requires that a left or right-turn lane be installed when turn volumes exceed 50 vehicles per hour in a 45 mile per hour (or greater) speed zone and 60 vehicles per hour in speed zones less than 45 miles per hour. The eastbound Bob Bullock Loop frontage road has a posted speed limit of 45 miles per hour in the vicinity of the proposed development; therefore the 50 vehicle per hour threshold was used for the determination of turn lane requirements along the eastbound Bob Bullock Loop. Neither of the proposed access intersections were projected to exceed the turn volume threshold requiring the installation of turn lanes.

Prepared by:

Rene Arredondo, P.E., P.T.O.E.

APPENDIX INDEX

Appendix A **Site Layout - Exhibit A**

Appendix B **Aerial Photo – Exhibit B**

Appendix C **Trip Distribution Exhibits – Exhibits C and D**

Appendix D **Traffic Data Sheets**

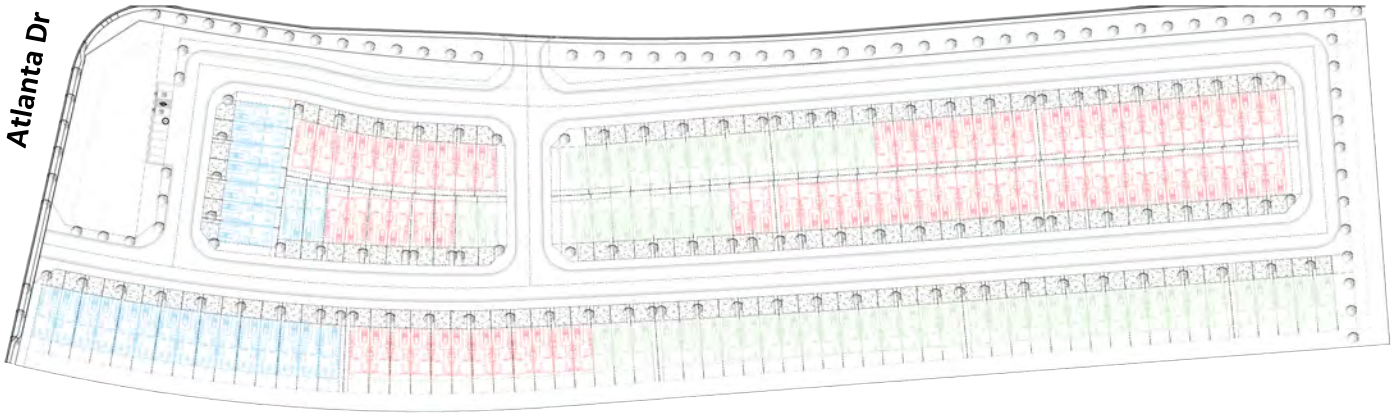
SITE LAYOUT

EXHIBIT A

APPENDIX A

Bob Bullock Loop

Atlanta Dr



SITE LAYOUT

ARIVA BRIDGE CROSSING TOWNHOMES

NORTH

EXHIBIT A

AC GROUP LLC

FIRM TBPE No. F-11727

15331 Gray Fox Terrace
San Antonio, Texas 78255

Office (210) 535-9569
Fax (210) 309-9680

AERIAL PHOTOGRAPH

EXHIBIT B

APPENDIX B

AC GROUP LLC
FIRM TBPE No. F-11727
15331 Gray Fox Terrace
San Antonio, Texas 78255
Office (210) 535-1569
Fax (210) 509-9680

AERIAL PHOTOGRAPH

ARIVA BRIDGE CROSSING TOWNHOMES

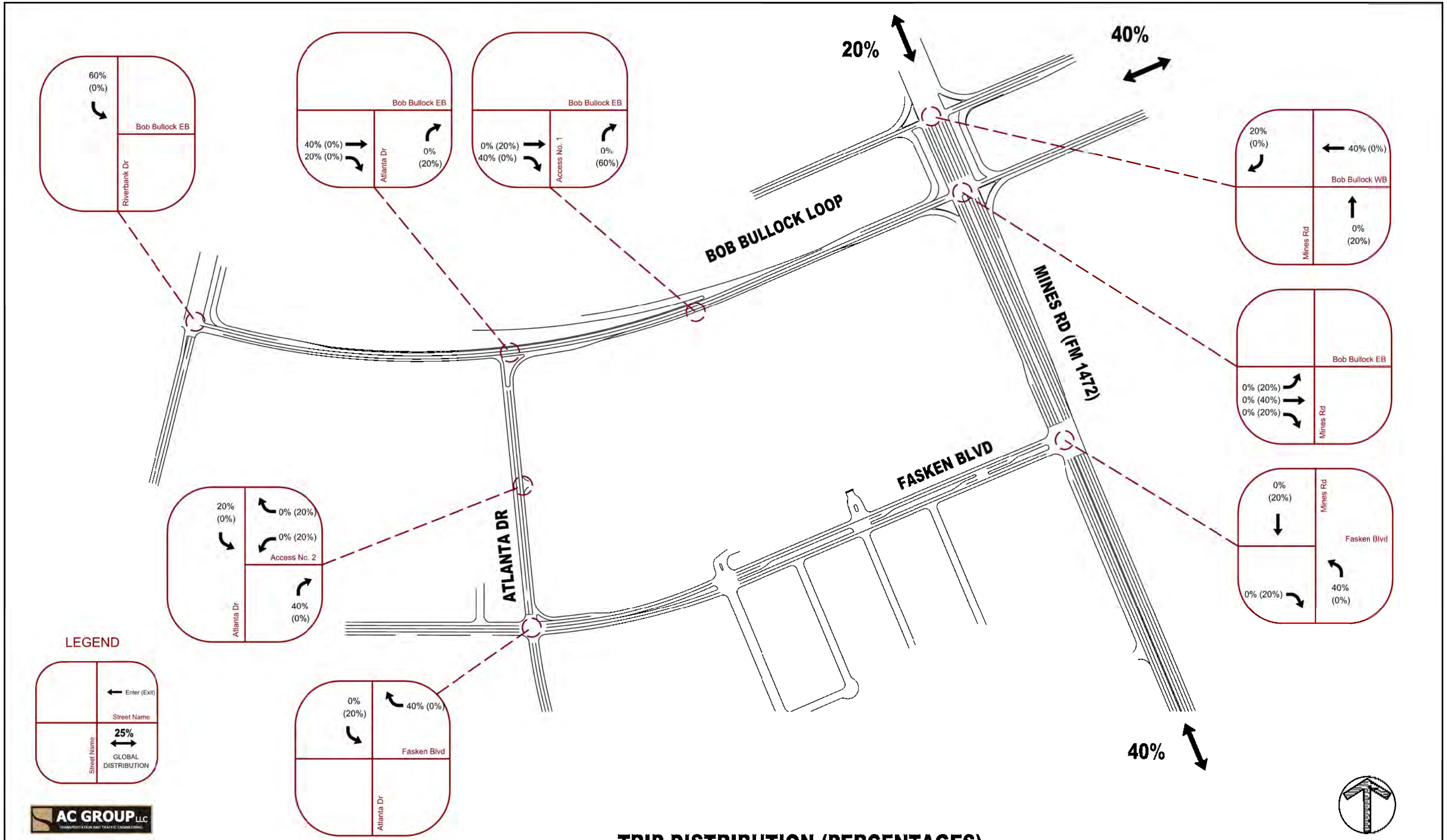
NORTH

EXHIBIT B

TRIP DISTRIBUTION EXHIBITS

- Exhibit C – Trip Generation and Distribution Percentages
- Exhibit D – Trip Generation and Distribution Volumes

APPENDIX C



TRIP DISTRIBUTION (PERCENTAGES)

ARIVA BRIDGE CROSSING TOWNHOMES

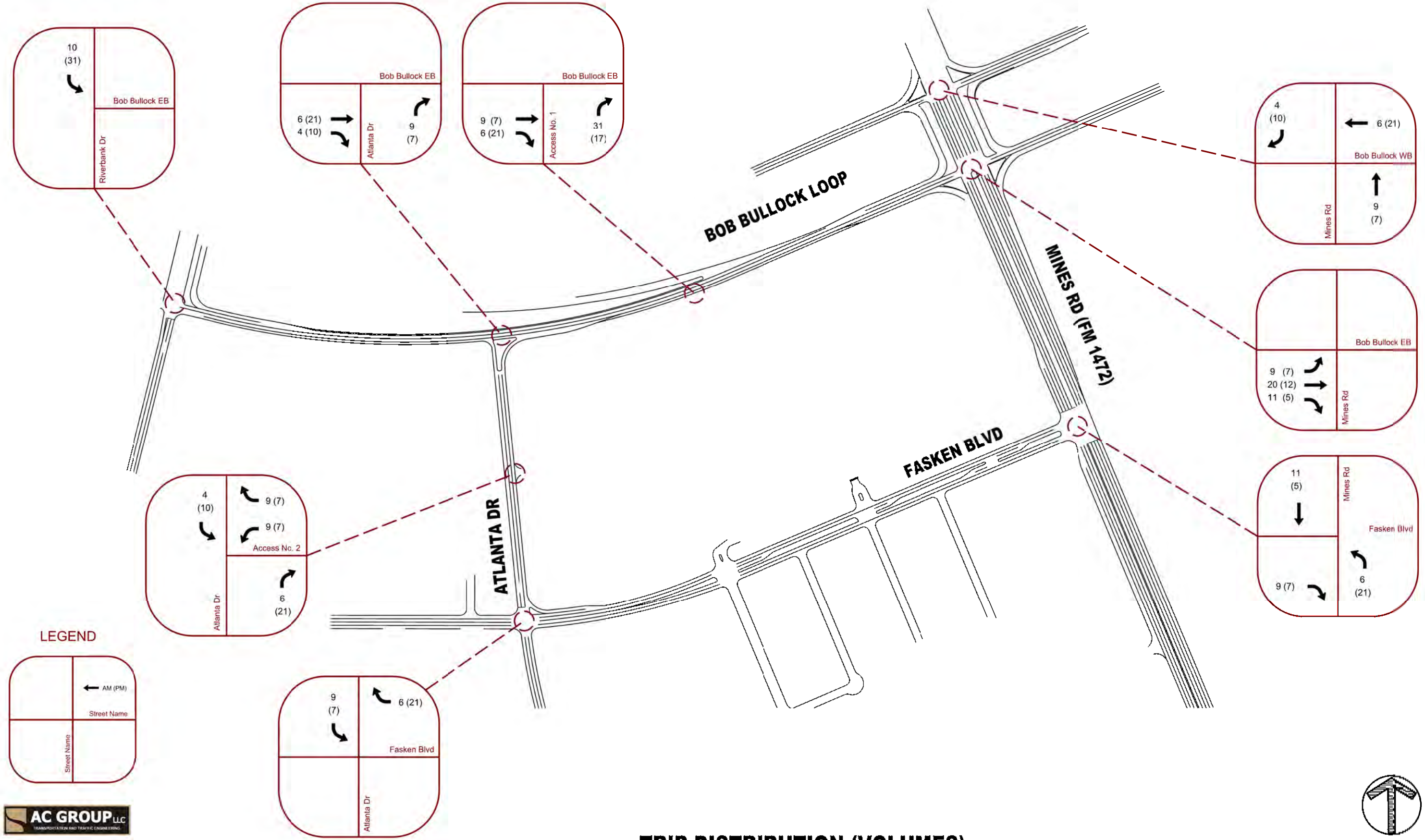
EXHIBIT C

AC GROUP LLC
TRANSPORTATION AND TRAFFIC ENGINEERING

FIRM TBPE No. F-11727

15331 Grey Fox Terrace
San Antonio, Texas 78255

Office: (210) 535-3558
Fax: (210) 509-9680



AC GROUP LLC
TRANSPORTATION AND TRAFFIC ENGINEERING

FIRM TBPE No. F-11727

15331 Grey Fox Terrace
San Antonio, Texas 78255

Office: (210) 535-3558
Fax: (210) 509-9680

TRIP DISTRIBUTION (VOLUMES)

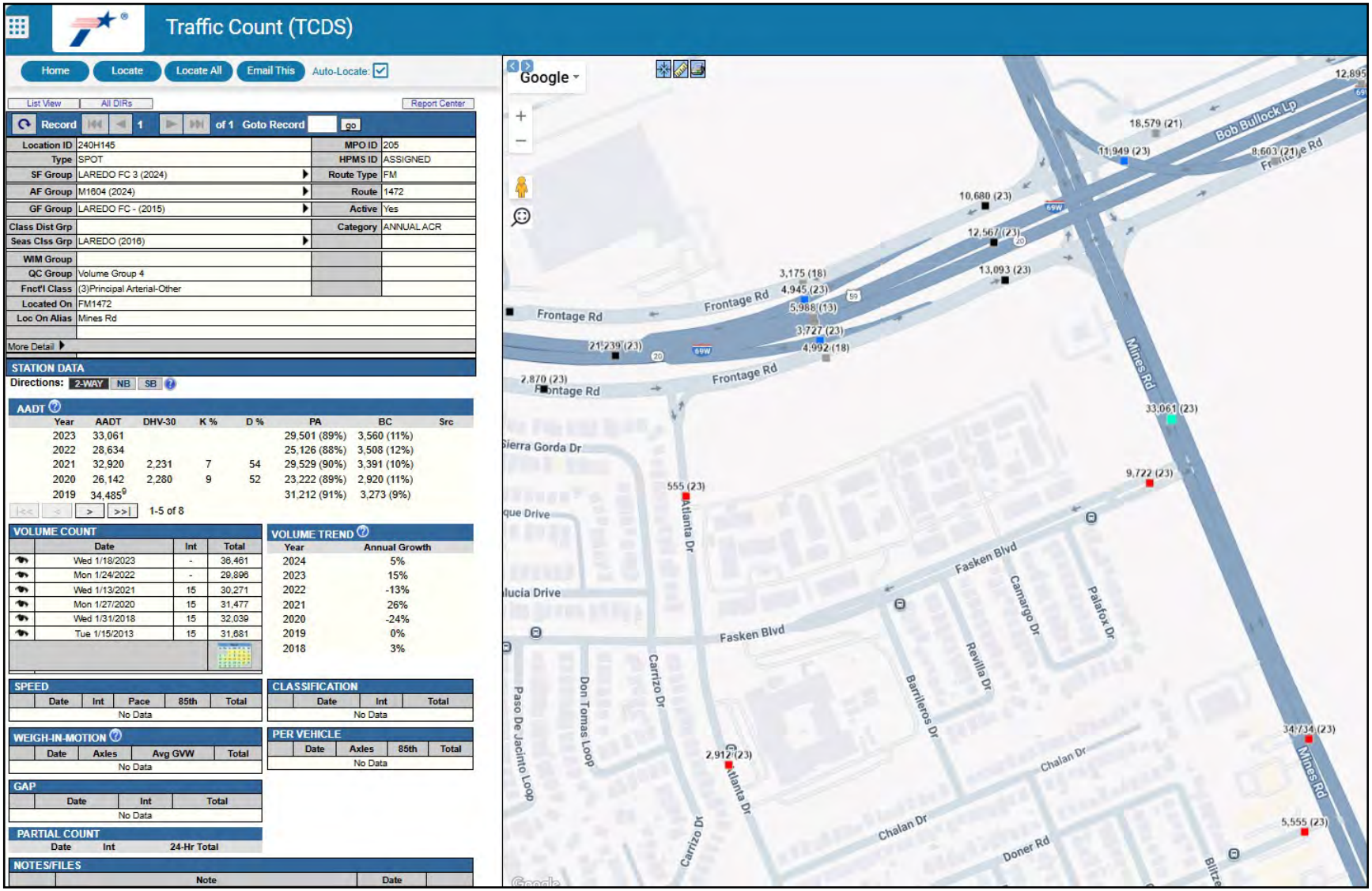
ARIVA BRIDGE CROSSING TOWNHOMES

NORTH

EXHIBIT D

TRAFFIC DATA SHEETS

APPENDIX D


Traffic Count (TCDS)
Home
Locate
Locate All
Email This
Auto-Locate:
List View
All DIRs
Report Center
Record 1 of 1 Goto Record go
Location ID 240H145
MPO ID 205
Type SPOT
HPMS ID ASSIGNED
SF Group LAREDO FC 3 (2024)
Route Type FM
AF Group M1604 (2024)
Route 1472
GF Group LAREDO FC - (2015)
Active Yes
Class Dist Grp
Category ANNUAL ACR
Seas Clss Grp LAREDO (2016)
WIM Group
QC Group Volume Group 4
Fnct'l Class (3)Principal Arterial-Other
Located On FM1472
Loc On Alias Mines Rd
More Detail
STATION DATA
Directions: 2-WAY NB SB
AADT
Year AADT DHV-30 K % D % PA BC Src
2023 33,061 29,501 (89%) 3,560 (11%)
2022 28,634 25,126 (88%) 3,508 (12%)
2021 32,920 2,231 7 54 29,529 (90%) 3,391 (10%)
2020 26,142 2,280 9 52 23,222 (89%) 2,920 (11%)
2019 34,485 9 31,212 (91%) 3,273 (9%)
1-5 of 8
VOLUME COUNT
Date Int Total
Wed 1/18/2023 - 36,461
Mon 1/24/2022 - 29,896
Wed 1/13/2021 15 30,271
Mon 1/27/2020 15 31,477
Wed 1/31/2018 15 32,039
Tue 1/15/2013 15 31,681
VOLUME TREND
Year Annual Growth
2024 5%
2023 15%
2022 -13%
2021 26%
2020 -24%
2019 0%
2018 3%
SPEED
Date Int Pace 85th Total
No Data
CLASSIFICATION
Date Int Total
No Data
WEIGH-IN-MOTION
Date Axles Avg GVW Total
No Data
PER VEHICLE
Date Axles 85th Total
No Data
GAP
Date Int Total
No Data
PARTIAL COUNT
Date Int 24-Hr Total
NOTES/FILES
Note Date
Google
18,579 (21)
11,949 (23)
Bob Bullock Lp
10,680 (23)
12,567 (23)
13,093 (23)
3,175 (18)
4,945 (23)
5,988 (13)
3,727 (23)
4,992 (18)
21,239 (23)
2,870 (23)
Frontage Rd
Mines Rd
33,061 (23)
9,722 (23)
555 (23)
Sierra Gorda Dr
Atlanta Dr
Fasken Blvd
Camargo Dr
Palafox Dr
Revilla Dr
Barrileros Dr
Carrizo Dr
Don Tomas Loop
Paso De Jacinto Loop
2,912 (23)
34,734 (23)
Chalan Dr
Doner Rd
5,555 (23)

Traffic Count (TCDS)

Home | Back | Login | Locate | Locate All

Auto-Locate ON

Volume Count Report

LOCATION INFO	
Location ID	240H145
Type	SPOT
Fnct'l Class	3
Located On	FM1472
Loc On Alias	Mines Rd
Direction	2-WAY
County	Webb
Community	Laredo
MPO ID	205
HPMS ID	ASSIGNED
Agency	Texas DOT

COUNT DATA INFO	
Count Status	Accepted
Holiday	No
Start Date	Wed 1/13/2021
End Date	Thu 1/14/2021
Start Time	6:15:00 AM
End Time	6:15:00 AM
Direction	
Notes	
Station	
Study	
Speed Limit	
Description	
Sensor Type	Axle/Tube
Source	TCDS_COUNT_IMPORT_COMBINE
Latitude,Longitude	

INTERVAL:15-MIN

Time	15-min Interval 1st	2nd	3rd	4th	Hourly Count
0:00-1:00	81	52	39	51	223
1:00-2:00	28	24	24	14	90
2:00-3:00	14	19	22	22	77
3:00-4:00	17	23	38	29	107
4:00-5:00	33	40	49	55	177
5:00-6:00	56	63	90	164	373
6:00-7:00	135	129	216	261	741
7:00-8:00	231	260	376	444	1,311
8:00-9:00	406	426	488	576	1,896
9:00-10:00	493	433	411	412	1,749
10:00-11:00	361	488	474	408	1,731
11:00-12:00	419	394	469	513	1,795
12:00-13:00	526	553	520	511	2,110
13:00-14:00	566	536	558	606	2,266
14:00-15:00	575	607	589	611	2,382
15:00-16:00	592	587	624	549	2,352
16:00-17:00	546	551	561	476	2,134
17:00-18:00	536	542	503	587	2,168
18:00-19:00	558	562	537	481	2,138
19:00-20:00	442	403	383	327	1,555
20:00-21:00	344	301	273	211	1,129
21:00-22:00	241	215	195	149	800
22:00-23:00	128	160	132	126	546
23:00-24:00	131	79	102	109	421
Total					30,271
AADT					32,920
AM Peak					11:45-12:45 2,112
PM Peak					14:45-15:45 2,414

Vanessa C. Fresnillo

From: Elizabeth Carrera
Sent: Monday, July 7, 2025 12:04 PM
To: Deidre Garcia
Cc: Laura R. Garza; Stephanie Prado; Krissian I. Calderon; Anita O. Stanley; Juan J. Gomez, Jr
Subject: RE: Planned Unit Development Site Plan - Proposed Park

Hi Dee Dee,

The requirement for land for PUD's is 0.1 acre/dwelling unit for 160 units makes the requirement for land 1.6 acres. They are dedicating 0.75 acres, the missing acreage can be made up of a cash in lieu fee. 0.85 acres x $55k valuation is an additional $46,750 would be due. For the park improvement fee for 160 units the total is $60,000.00 at $375 per dwelling unit. The total amount due for Parkland dedication would be $106,750.00.

They have the option to post this money in a TRUST agreement, Trust account or just post the park improvement fee before they record. But with the TRUST agreement, they would be building their own park, and the Parks Department would have to approve the site plan 'exhibit a' for the amenity space they are proposing as part of the contract, when they are done with the private park we would review for completeness and in 10 days return the original Trust account money to the developer/owner. Ask them which of the two options they would prefer and we will obtain the right type of account with Finance.

Thank you,

Elizabeth Carrera

Parks Planner

Parks & Recreation Department
A: 2201 Piedra China Laredo, Texas 78043
P: (956) 729-4615
E:ecarrera@ci.laredo.tx.us
www.cityoflaredo.com

From: Deidre Garcia <dgarcia1@ci.laredo.tx.us>
Sent: Monday, July 7, 2025 11:37 AM
To: Elizabeth Carrera <ecarrera@ci.laredo.tx.us>
Cc: Laura R. Garza <lrgarza@ci.laredo.tx.us>; Stephanie Prado <sprado@ci.laredo.tx.us>
Subject: FW: Planned Unit Development Site Plan - Proposed Park

Good Morning Elizabeth,

May I have an update with the email below?

The applicant has also updated their site plan to include more trees on the residential lots and park area. I've attached the updated site plan.

Should you have any questions, please let me know.

Thank you,

Dee Dee

Deidre D. Garcia – Planner II
(956) 794-1611 - dgarcia1@ci.laredo.tx.us

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

From: Deidre Garcia
Sent: Wednesday, June 25, 2025 3:44 PM
To: Elizabeth Carrera <ecarrera@ci.laredo.tx.us>
Cc: Laura R. Garza <lrgarza@ci.laredo.tx.us>; Stephanie Prado <sprado@ci.laredo.tx.us>
Subject: Planned Unit Development Site Plan - Proposed Park

This message's contents have been archived by the Barracuda Message Archiver.
ZC-015-2025 - Site Plan.pdf (4.4M)

Good Afternoon Elizabeth,

As per our phone conversation, Planning has a received a planned unit development (PUD) site plan located at 7911 Atlanta Drive. May you review the proposed park in this PUD site plan to confirm if this meets the thresholds of Parks standards? Any feedback or comments would be appreciated as this would be included in the staff report analysis for the Planning & Zoning meeting.

Should you have any questions, please don't hesitate to contact me.

Thank you,

Dee Dee

Deidre D. Garcia – Planner II
(956) 794-1611 - dgarcia1@ci.laredo.tx.us

City of Laredo Planning Department
1413 Houston Street

Laredo, Texas 78040

Atlanta 1120
ZC-014-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 TO B-3-PUD
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
ZC-015-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 to P.U.D. Site Plan
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A PLANNED UNIT DEVELOPMENT (OVERLAY) FOR SINGLE FAMILY TOWNHOUSES ON LOT 1, BLOCK 2, VILLAS SAN AGUSTIN, UNIT 1, LOCATED AT 7911 ATLANTA DRIVE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-3 P.U.D. (COMMUNITY BUSINESS DISTRICT - PLANNED UNIT DEVELOPMENT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive, from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development); 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 July 17, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Planned Unit Development District (P.U.D.) overlay and recommended **approval** of the Planned Unit Development District (P.U.D.) site plan, "Exhibit A"; and,

WHEREAS, notice of the Planned Unit Development District (P.U.D.) overlay 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 August 18, 2025, on the request and finds the Planned Unit Development District (P.U.D.) overlay 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 be and is hereby amended by authorizing the issuance of a Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive,

from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development).

Section 2: The Planned Unit Development District (P.U.D.) overlay is further restricted to the following provision herewith adopted by the City Council:

1. The residential dwellings shall adhere to the definition of townhouses, "an attached single-family residence with three (3) or more units with individual fee simple ownership in the land underlying the unit", as per the Laredo Land Development Code.
2. The site plan shall include all requirements as per the Laredo Land Development Code, Section 24-70.6.
3. Landscaping shall be provided in accordance with the City of Laredo Land Development Code, Section 24.83.
    a. The site plan shall identify a total number of 320 trees for residential lots:
        Formula: T (trees) = Y (number of lots) x 2, as per Section 24.83.1(c)
        T = 160 lots x 2 = 320 trees
4. Garage shall meet the minimum of 18 feet in width by 20 feet in length.
5. Garage conversions are prohibited.
6. Sell of open space identified on the site plan is prohibited.
7. The minimum lot area shall be 2,200 square feet, and the minimum lot width shall be 22 feet.
8. Property Owner Association is required and will maintain all open space and communal areas as per the City of Laredo Land Development Code, Section 24.70.4.

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 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 8/18/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 3.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY - 1,910 square feet).

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

ZC-040-2025
District VI

Council District: District 6 **Zone Case:** ZC-040-2025

Letters sent to property owners: 79

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the conditional use permit.

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

ZC-040-2025 – Comprehensive Plan Alignment

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1. Level of Alignment

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

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

Policy 9.2.3:

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

Relevance:
Although this policy promotes neighborhood-serving commercial uses, the proposed use as a bar with an outdoor patio is not appropriately compatible with the surrounding residential uses due to concerns over noise, parking, and late operating hours. Staff explicitly noted that the proposed use is incompatible with adjacent residential areas and does not meet required parking standards.

Policy 9.2.2:

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

Relevance:
While the area is designated as Neighborhood Mixed Use, the proposed use as a bar with an outdoor patio, extended hours of operation, and inadequate parking does not enhance neighborhood character or maintain compatibility with nearby residential zones. Staff identified negative impacts such as noise nuisances and insufficient parking.

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3. Summary of Alignment

The proposed conditional use permit for a bar at 9802 McPherson Road does not align with the Viva Laredo Comprehensive Plan's goals for compatible neighborhood commercial development. While the Future Land Use Map designates the area as Neighborhood Mixed Use, the plan's policies emphasize **compatibility with residential neighborhoods** and the **enhancement of neighborhood character**, neither of which are met by this proposal.

The staff report clearly identifies several conflicts, including:

- Inadequate parking provision (shortfall of 233 spaces).
- Potential noise impacts to the adjacent residential area.
- Incompatibility of use due to overlapping hours of operation with other site tenants.

Therefore, the proposal **lacks identifiable alignment** with the Viva Laredo Comprehensive Plan and is best categorized as **Weak/None** in alignment.

Relevant broader themes impacted include **public health** (noise pollution), **quality of life**, and **neighborhood compatibility**, all of which would be negatively affected if the use were approved.

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4. Additional Requirements

All cited goals and policies are quoted verbatim from the Viva Laredo City of Laredo Comprehensive Plan.
No other applicable goals or policies identified that would support this proposed use.

City Council-Regular Meeting

Date: 8/18/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Eric Benavides, Owner; Christopher A. Cervantes Applicant/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 the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY – 1,910 square feet).

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

ZC-040-2025
District VI

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: VI – Dr. David Tyler King

Proposed use: The proposed use is for a bar.

Site: The site is currently commercial suites, such as Blue Moon Country Bar & Patio, Cricket, GC Fitness Studio, Gorillaz Den Boxing and Fitness, Horikawa Tattoo & Piercing Studios, Select Employment Services, Zuma Recovery Spa, Savora Café Brunch, Jalapenos Pizza & Wings, La Vida Food Truck, North Central Barbershop & Salon, Mels Kitchen Café Address, the Snack Spot, and the Castilian Royal Receptionist.

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

Current Zoning District: B-3 (Community Business District)

Citations: There has been noise complaints with similar uses within the plaza.

Surrounding land uses: To the north of the site is Pizza Hut and Taco Palenque. To the south is Danny's Restaurant. To the west are gated community of apartments and condos (Maple Place at Tiara, Canteras de Laredo and Cantera Village). To the east is BBVA bank.

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

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

Letters sent to surrounding property owners: 79 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the conditional use permit.

STAFF RECOMMENDATION

A Conditional Use Permit is intended to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. It is primarily intended for property located in older section of the city and is intended to promote development and/or redevelopment of such property which is consistent with the land use patterns of surrounding property

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

1. The structure is located 263 feet from the nearest residential zoning district, which does not comply with the minimum distance requirement of 300 feet. As per the Laredo Land Development Code Section 24-65.15.8, states "night clubs, bars, saloons, cantinas, billiard parlors, or carnivals when located three hundred (300) feet or more from an R-District are permitted."

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 bar and commercial plaza = 427

- Proposed bar requires = 32

- Required remaining commercial plaza = 395

- Actual amount identified on site plan = 94

- Therefore, the proposed site would need an additional 333 parking spaces.

- The proposed use is compatible at this location since there are similar uses within the commercial plaza, however, it does not comply with the required parking.

- The applicant has not proposed shared parking. Shared parking must be located within 1,000 feet from the principal use, as per the Laredo Land Development Code, Section 24-78.2(i).3. The applicant has been advised.

3. The proposed bar's site plan and narrative identifies the use of the outdoor patio. Therefore, the proposed use may not be compatible and is anticipated to have a negative impact to the residential uses abutting to the west of the site.

- Music, noise, and speakers may pose a noise nuisance to the residential areas west of the site.

4. There has been noise complaints with similar uses within the commercial plaza.

General Comments:
1. The approval of the conditional use permit 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 conditional use permit is required to abide by all relevant municipal codes.

If approved, Staff suggest the following conditions:

1. The conditional use permit is restricted 1,910 square feet located within Unit 125 and the outdoor patio as per the site plan, "Exhibit A", which is made part hereof for all purposes.

2. The hours of operation shall be limited to, from Wednesday to Sunday, 9:00a.m. to 4p.m. and 6p.m. to 2 a.m.

3. Lighting of property shall be provided in accordance with the City of Laredo Land Development Code.

4. Landscaping shall be provided in accordance with the City of Laredo Land Development Code, Section 24.83.

5. 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.

6. The establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.

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

9. There shall not be any amplified music, use of any amplified sound system, excessively loud generators, and/or any moving or flashing lights in the outdoor patio. The conditional use permit must comply with all city noise ordinances and all nuisances provisions of the City of Laredo Code of Ordinances.

10. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.

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

12. The proposed use shall undergo an annual Fire Inspection.

13. 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.

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

15. The proposed use shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

16. Any use allowed under the current zone or proposed conditional use permit is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

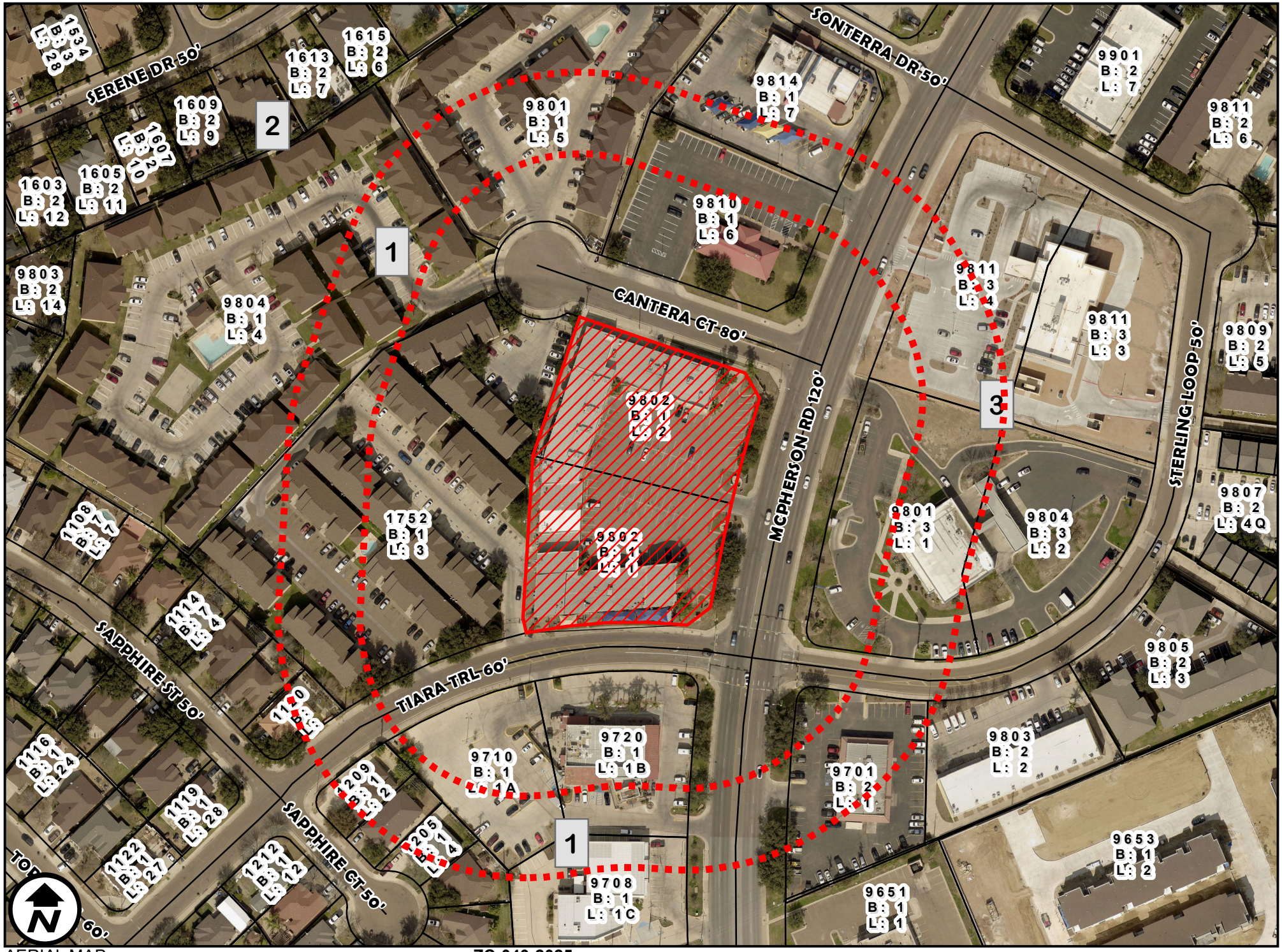
Is this change contrary to the established land use pattern?
No. The commercial plaza has similar type uses.

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

Will change adversely influence living conditions in the neighborhood?
Possibly. The outdoor patio may pose a noise nuisance to the residentials west of the site.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing B-3 does not allow for a bar as intended by the applicant.

Attachments:
Comp Plan Alignment
Maps
Narrative
Site Plan
Tenant List
Zone Change Signage
Draft Ordinance

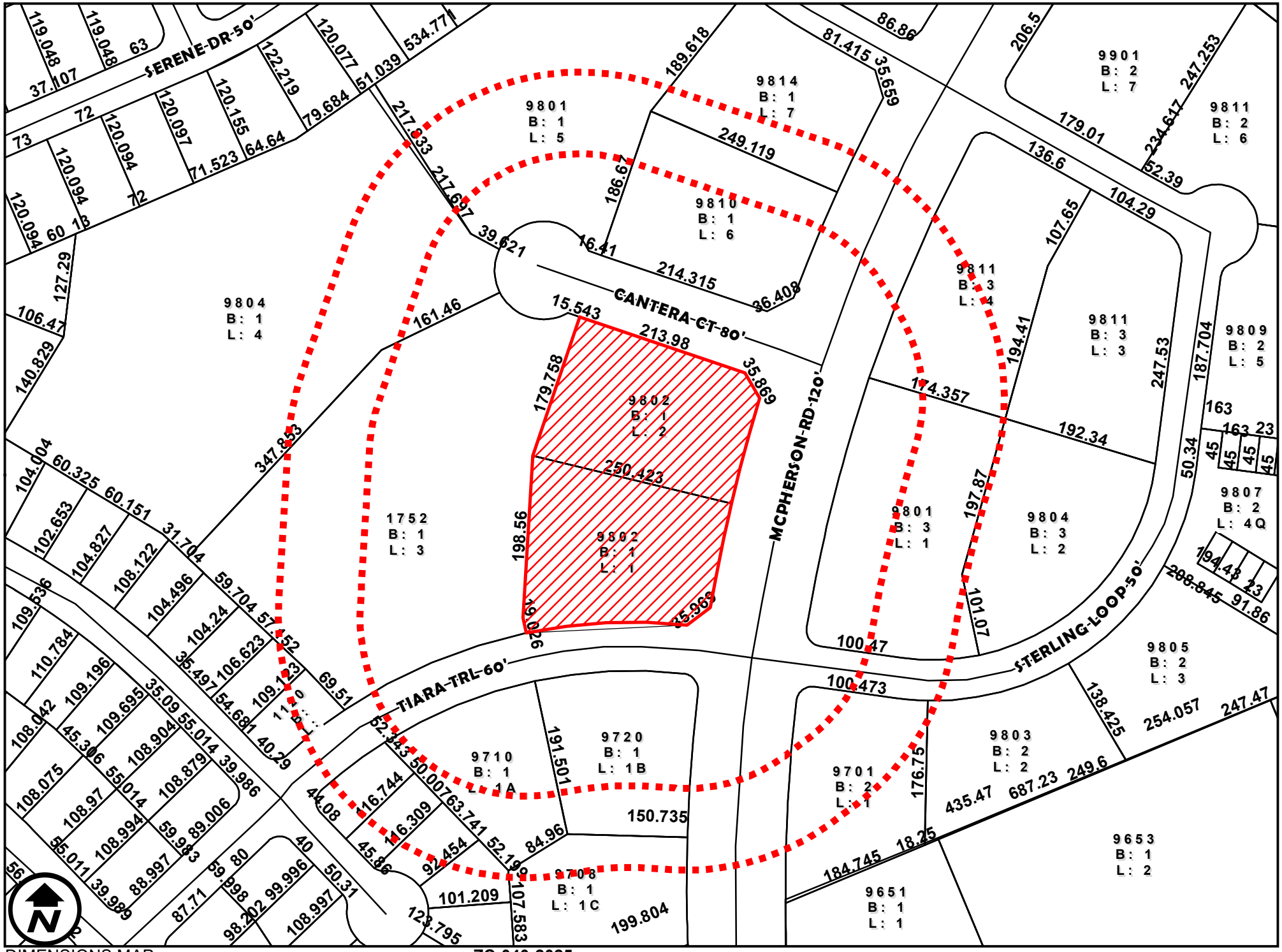


AERIAL MAP

1 inch = 150 feet

ZC-040-2025
COUNCIL DISTRICT 6
9802 MCPHERSON ROAD, SUITE 125

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

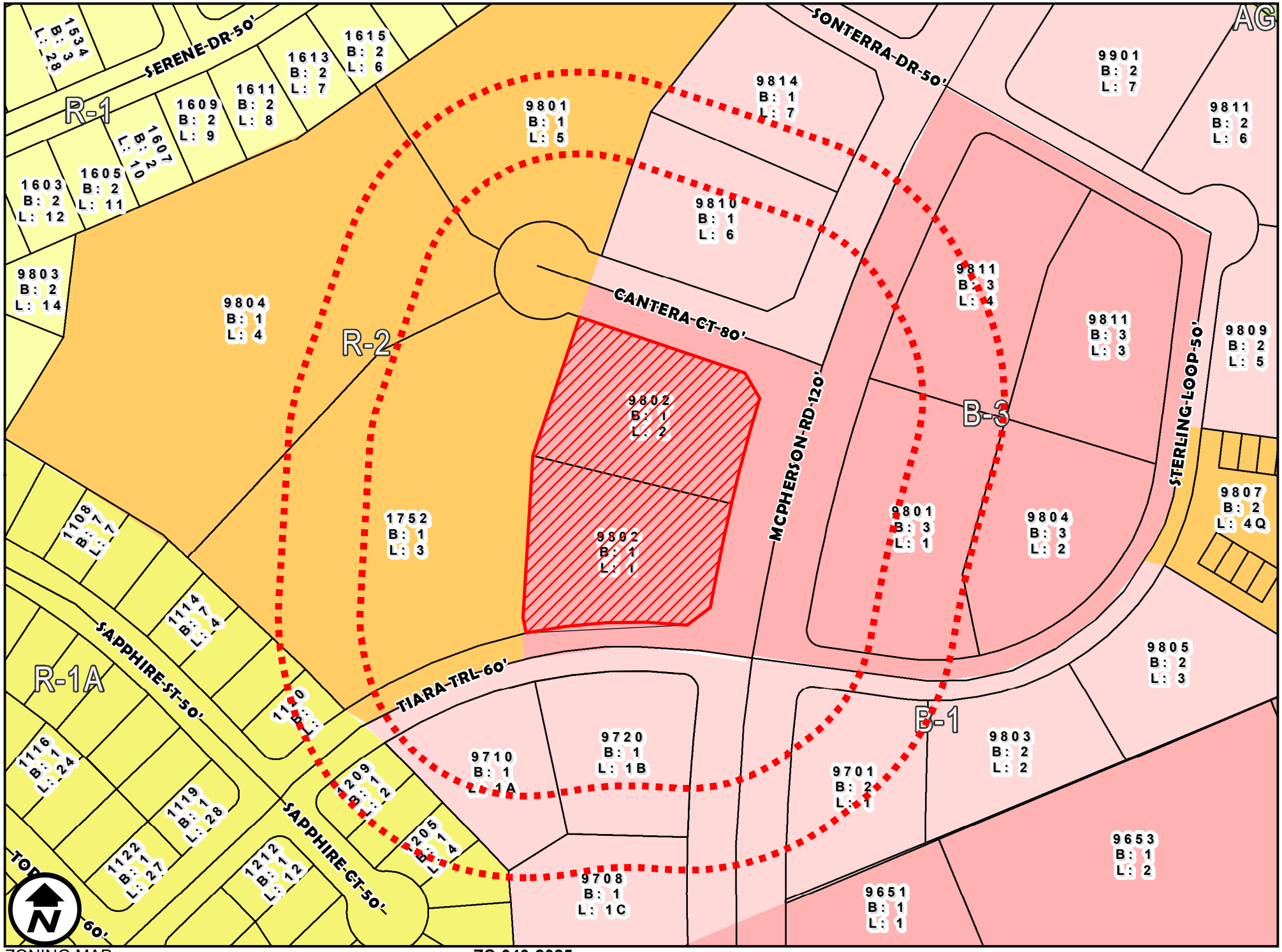


DIMENSIONS MAP

1 inch = 150 feet

ZC-040-2025
COUNCIL DISTRICT 6
9802 MCPHERSON ROAD, SUITE 125

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

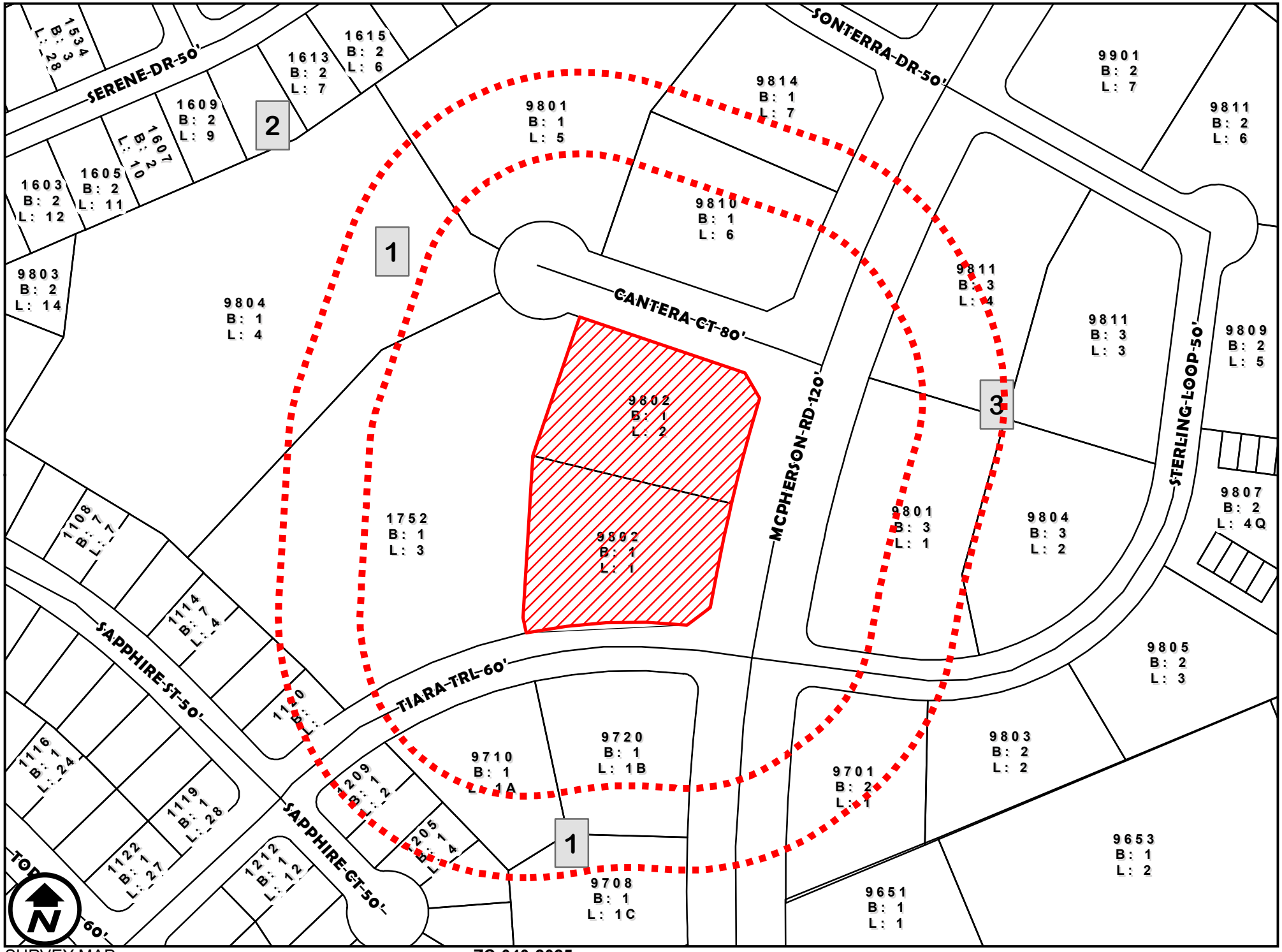


ZONING MAP

1 inch = 150 feet

ZC-040-2025
COUNCIL DISTRICT 6
9802 MCPHERSON ROAD, SUITE 125

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

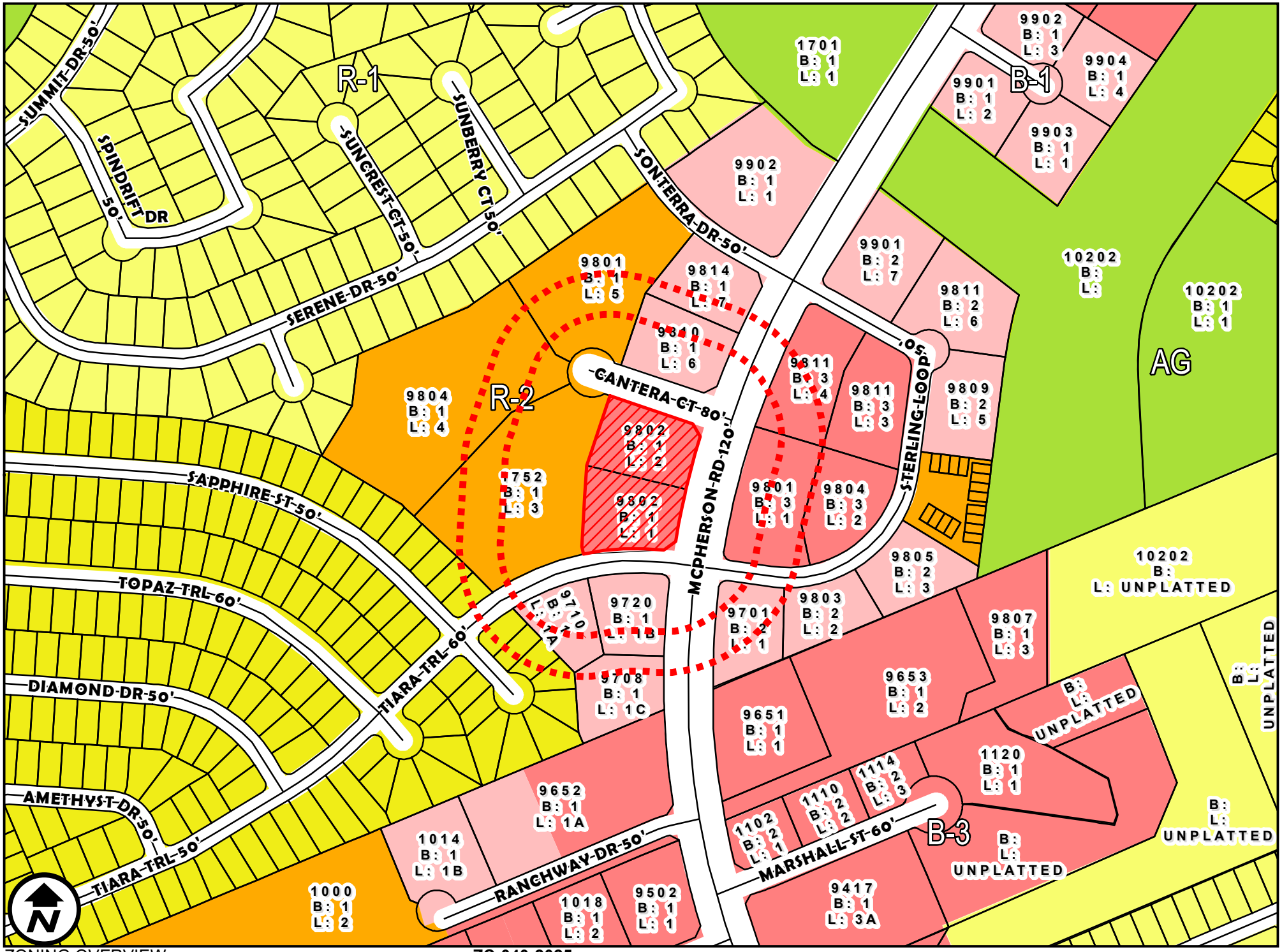


SURVEY MAP

1 inch = 150 feet

ZC-040-2025
COUNCIL DISTRICT 6
9802 MCPHERSON ROAD, SUITE 125

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

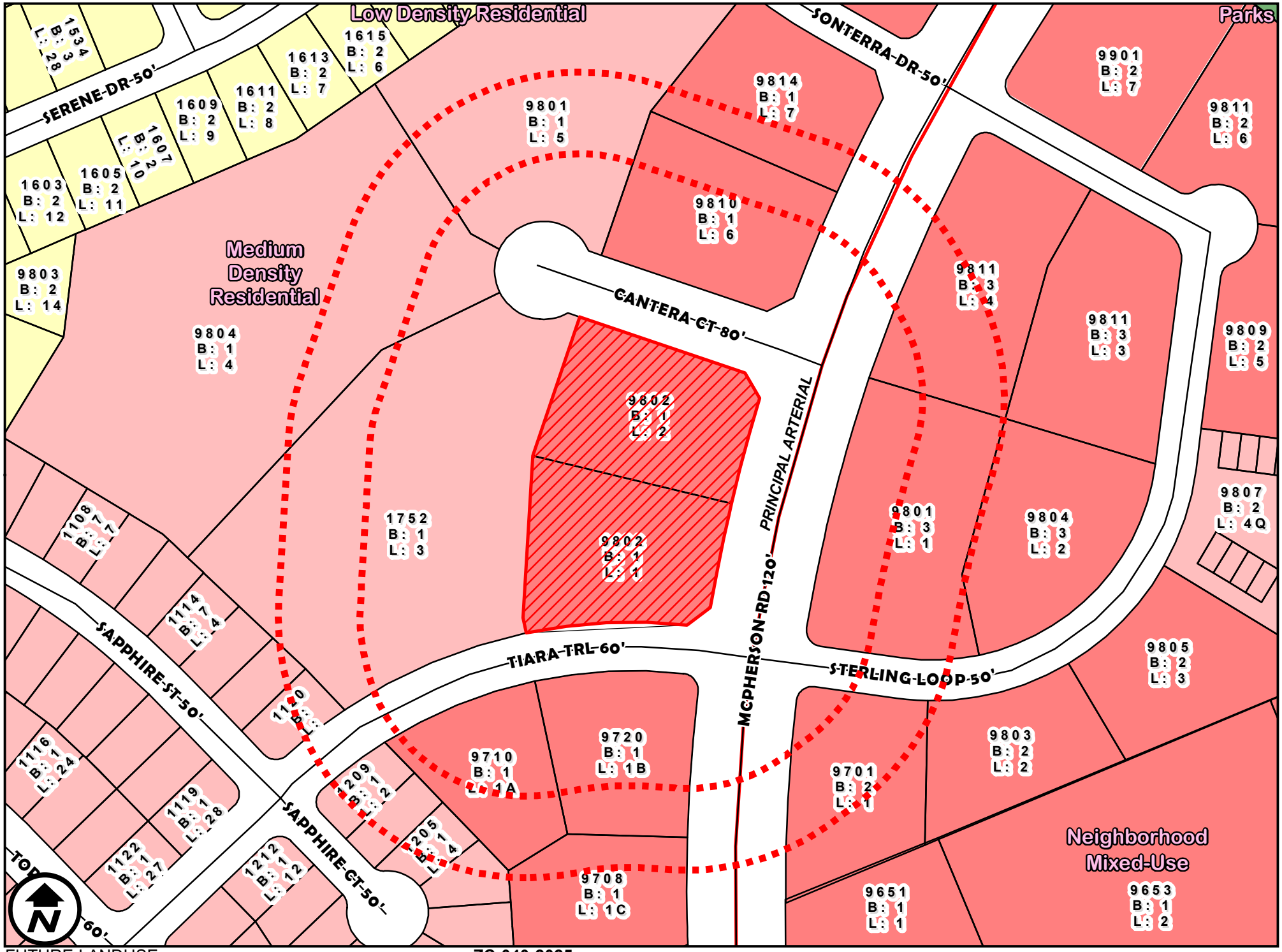


ZONING OVERVIEW

1 inch = 300 feet

ZC-040-2025
COUNCIL DISTRICT 6
9802 MCPHERSON ROAD, SUITE 125

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

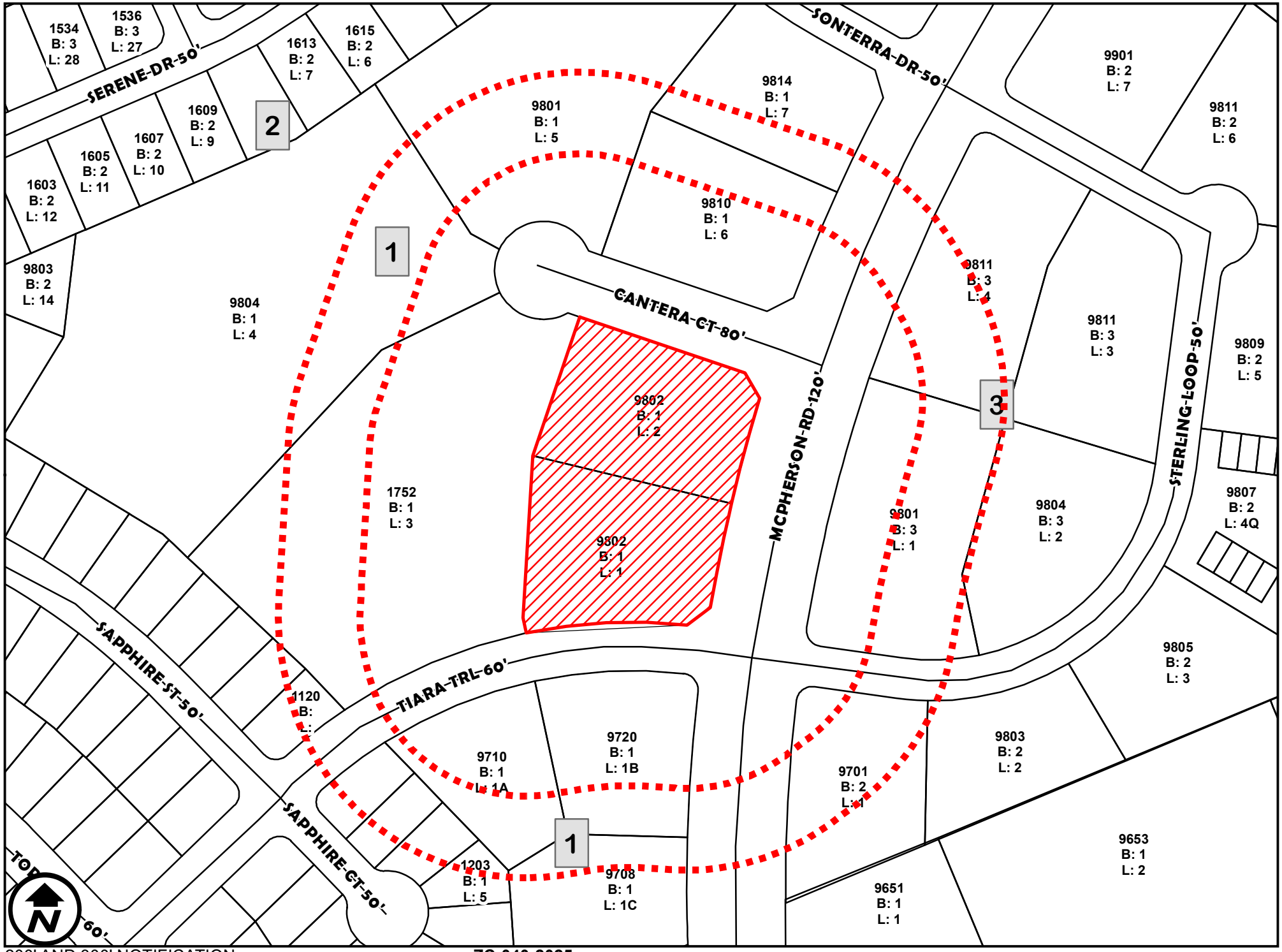


FUTURE LANDUSE

1 inch = 150 feet

ZC-040-2025
COUNCIL DISTRICT 6
9802 MCPHERSON ROAD, SUITE 125

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

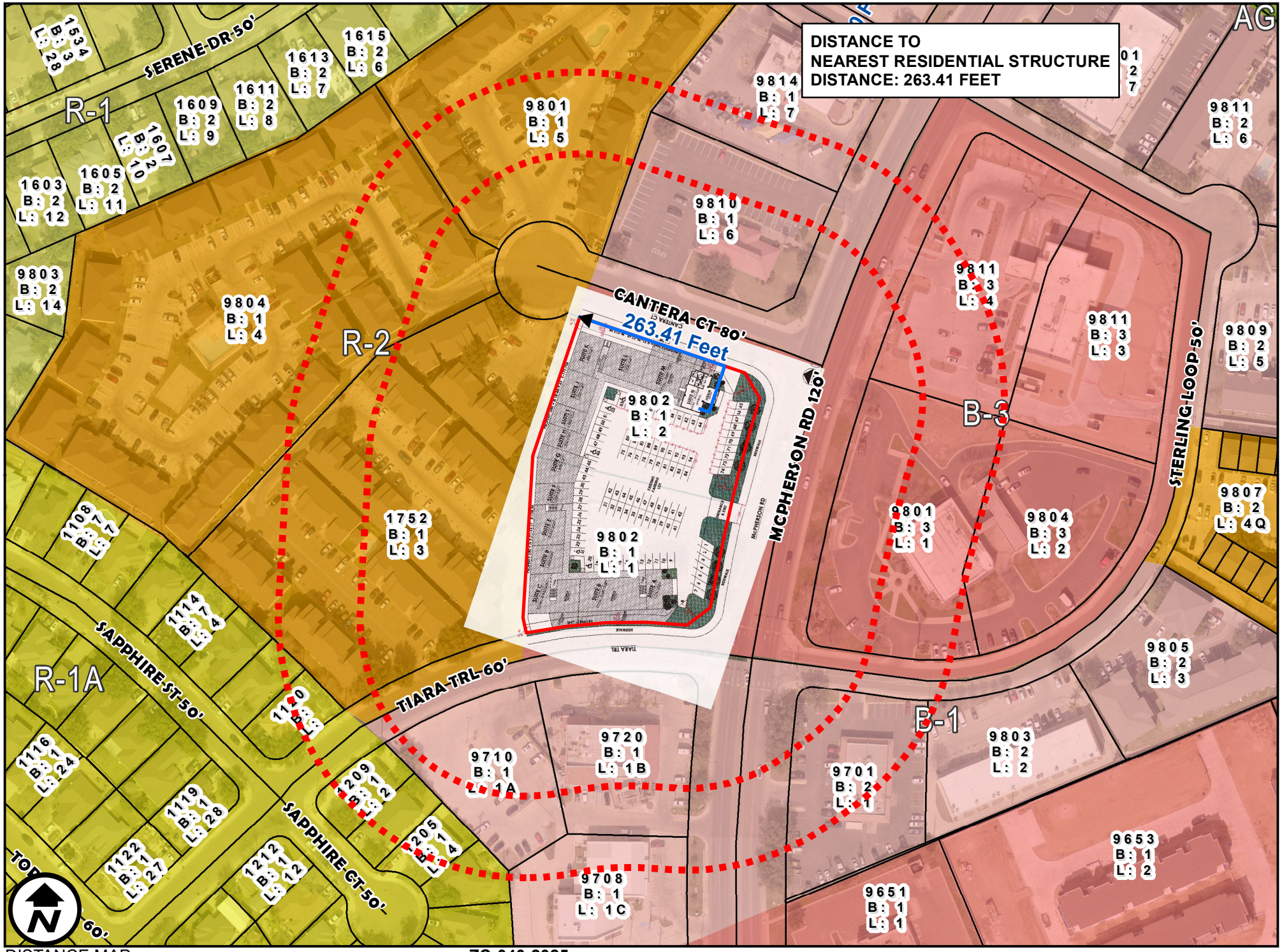


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-040-2025
COUNCIL DISTRICT 6
9802 MCPHERSON ROAD, SUITE 125

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR



DISTANCE MAP

1 inch = 150 feet

ZC-040-2025
COUNCIL DISTRICT 6
9802 MCPHERSON ROAD, SUITE 125

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR BAR

Business Plan: Social Bar & Kitchen

Executive Summary:
Our goal is to open a social bar that provides a relaxed and engaging atmosphere where guests can enjoy premium alcoholic beverages paired with a diverse selection of appetizers and main dishes. Unlike a traditional party bar, our focus will be on fostering a sophisticated social environment with quality service, great food, and an inviting ambiance. This establishment will also contribute to the local economy by creating multiple job opportunities. While food and atmosphere will enhance the overall experience, the primary focus and revenue driver will be the sale of high-quality alcoholic beverages.

Business Description:

- Name: tba
- Location: 9802 McPherson Road Unit 125, Laredo Tx 78045
- Business Type: Social Bar & Kitchen
- Ownership Structure: [Sole LLC Treated as an S-Corp]
- Operating Hours: 9am- 4pm & 6 pm – 2 am
- Unit Total Sq Ft: 1,910 sq. ft.
    - Interior: 1,500 sq. ft.
    - PTIO: 410 sq. ft.

Mission Statement: To create an inviting and modern social bar experience where guests can enjoy expertly crafted drinks, high-quality food, and a welcoming atmosphere designed for social interactions and relaxation.

Objectives:

1. Establish a premier social bar that differentiates itself from traditional party bars.
2. Offer a carefully curated drink menu, featuring cocktails, beers, and wines.
3. Provide a diverse food menu with appetizers and main dishes.
4. Create a comfortable, stylish, and safe environment for all guests.
5. Generate job opportunities within the local community.
6. Maintain high standards of service, cleanliness, and quality.

Services & Offerings:

- **Beverage Menu:**
    - Signature cocktails
    - Premium wines and spirits
    - Craft and domestic beers

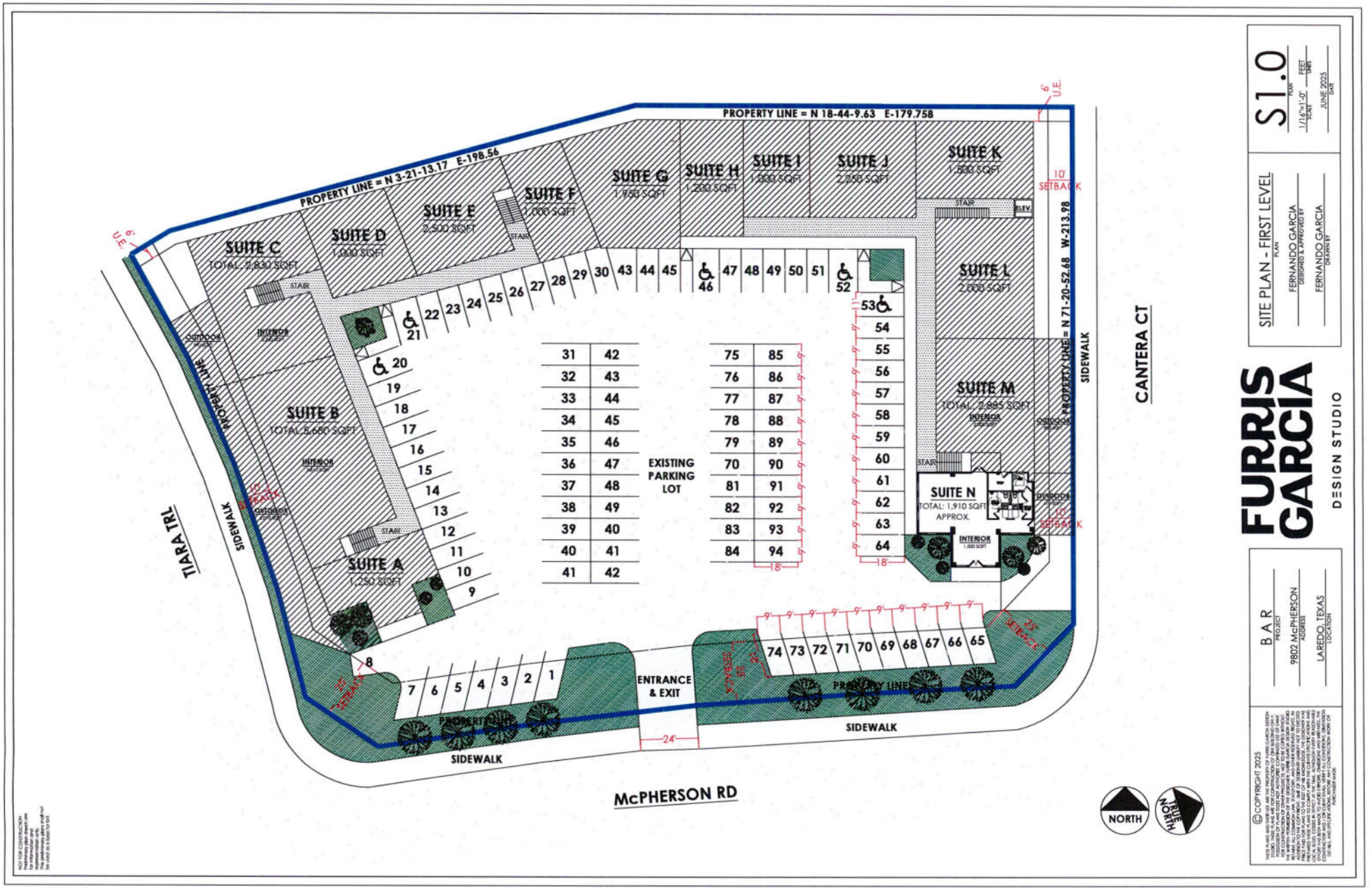
- **Food Menu:**
    - Appetizers (e.g., sliders, nachos, bruschetta, wings)
    - Main dishes (e.g., gourmet burgers, pasta, grilled meats, vegetarian options)
    - Dessert options (e.g., cheesecakes, brownies, specialty desserts)
- **Entertainment & Features:**
    - Lounge seating and modern decor
    - Themed nights and live acoustic performances
    - Private event hosting

Operational Plan:

- **Staffing:**
    - Bartenders (2-3)
    - Kitchen staff (2-3)
    - Waitstaff (3-4)
    - Security (2-4)
- **Kitchen:** Fully equipped with necessary appliances for food preparation.
- **Bar Area:** Stocked with premium and mid-tier alcohol selections.
- **Security Measures:** To ensure guest safety, we will employ licensed security personnel from agency.

Conclusion: Our business will create 6-15 job opportunities or even more, including roles for bartenders, kitchen staff, waitstaff, and security personnel. We aim to foster a positive economic impact by partnering with local suppliers and vendors, supporting small businesses within the community. Nevertheless, by offering a unique and inviting social bar experience that balances quality drinks and dining with a relaxed atmosphere, our business will stand out in the market.

Exhibit A



FURRIS GARCIA
DESIGN STUDIO

S1.0
SITE PLAN - FIRST LEVEL
FERNANDO GARCIA
FERNANDO GARCIA
1/16"=1'-0"
JUNE 2025

B A R
9802 McPHERSON
LAREDO, TEXAS

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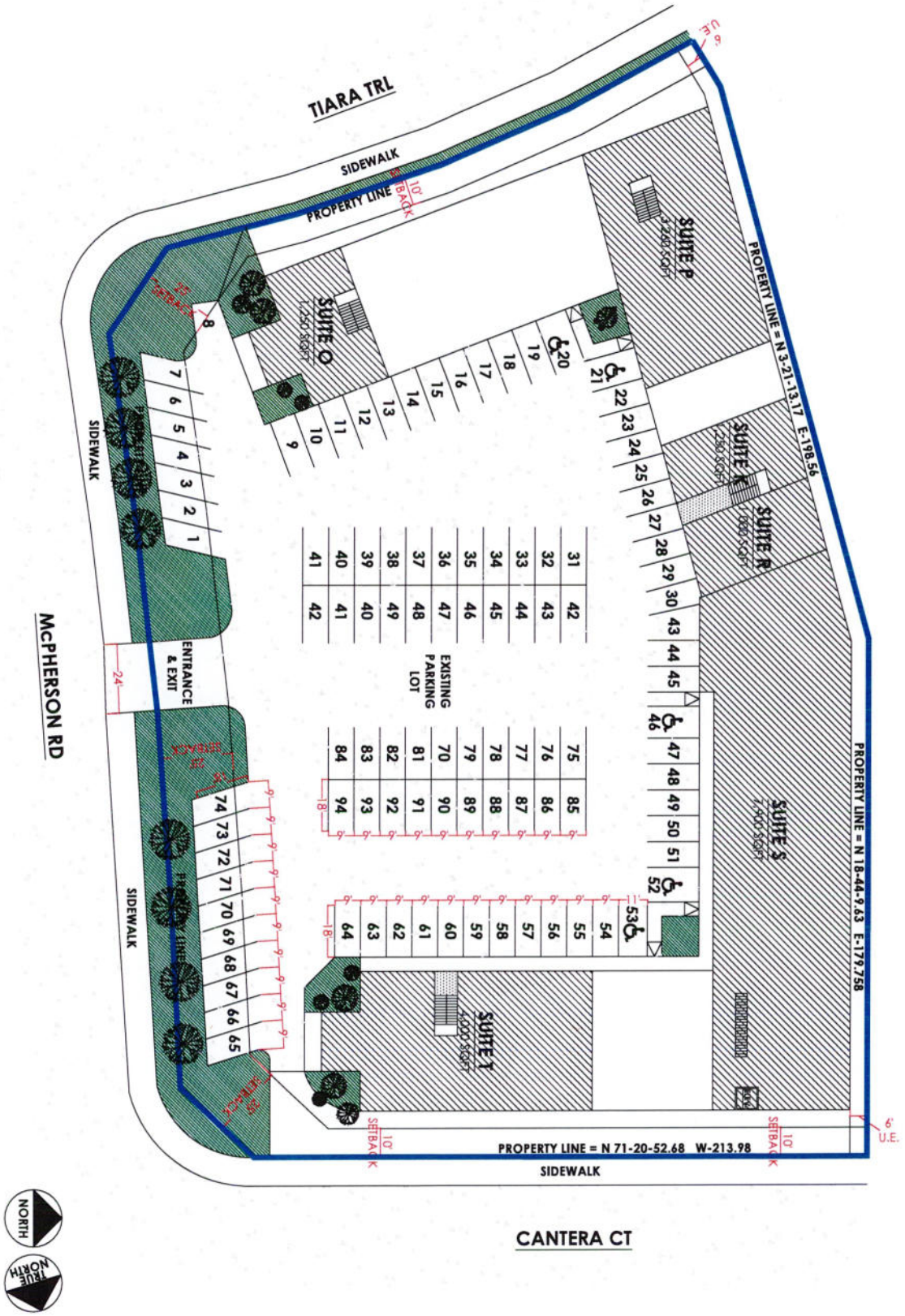
NOT FOR CONSTRUCTION
Preliminary plan sheets are for information and regulation only. The preliminary plans shall not be used as a basis for bid.



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BAR
PROJECT

9802 mcpherson
ADDRESS

LAREDO, TEXAS
LOCATION

FURRIS GARCIA
DESIGN STUDIO

SITE PLAN - SECOND LEVEL
PLAN

FERNANDO GARCIA
DESIGNED & APPROVED BY

FERNANDO GARCIA
DRAWN BY

SI.1
PLAN

1/16"=1'-0"
SCALE

FEET
UNIT

JUNE 2025
DATE

Leasing list at La Cantera Court Complex
Address: 9802 McPherson Rd Laredo Texas 78045

CRICKET (SUITE A -101)
-operating hours:
Monday to Sat 10am – 8pm
Sunday 12-6pm
-business type: Telephone Service
-1,250 sqft (suite)

BLUE MOON COUNTRY BAR & PATIO (SUITE B -102)
-Operating hours:
Monday to Sunday 4pm-2am
-business type: Country Bar
-3,610 sqft (inside)
-2,070 sqft (patio)

GC FITNESS STUDIO (SUITE G/H -125)
-Operating hours:
Monday-Friday 5am-8:30pm
Saturday & Sunday Closed
-Business Type: Gym/Physical Fitness Center
-2,500 sqft (suite G)
-1,200 sqft (suite H)

GORILLAZ DEN BOXING AND FITNESS (SUITE C/D -112)
-Operating hours:
Monday 5:30am-10:30pm
Tuesday 10am-9pm
Wednesday 5:30am-10:30pm
Thursday 10am-9pm
Friday 5:30am-10:30pm
Sat Closed
Sun Closed
-Business Type: Boxing Gym
-570 sqft (Patio Suite C)
-2,260 sqft (Suite C)
-1,000 sqft (Suite D)

HORIKAWA TATTOO & PIERCING STUDIOS (SUITE K -114)
-Operating hours:
Monday Closed
Tuesday 11:30am-7:30pm
Wednesday 11:30am-7:30pm
Thursday 11:30am-7:30pm
Friday 11:30am-7:30pm
Saturday 11:30am-7:30pm
Sunday Closed

-Business Type: Tattoo Studio
-1,250 sqft (Suite K)

SELECT EMPLOYMENT SERVICES (SUITE E -108)
-Operating hours:
Monday 8am-5pm
Tuesday 8am-5pm
Wednesday 8am-5pm
Thursday 8am-5pm
Friday 8am-5pm
Saturday 8am-5pm
Sunday Closed
Sunday Closed
-Business Type: Staffing Agency
-2,500 sqft (Suite E)

ZUMA RECOVERY SPA (SUITE L -120)
-Operating hours:
Monday 6am-9pm
Tuesday 6am-9pm
Wednesday 6am-9pm
Thursday 6am-9pm
Friday 6am-9pm
Saturday 6am-9pm
Sunday Closed
-Business Type: Recovery Spa
-2,000 sqft (Suite L)

SAVORA CAFÉ BRUNCH (SUITE M -117)
-Operating hours:
Monday 8am – 2pm
Tuesday 8am – 2pm
Wednesday 8am – 2pm
Thursday 8am – 2pm
Friday 8am – 2pm
Saturday 8am – 2pm
Sunday 8am – 2pm
-Business Type: Café Brunch
-2,000 sqft (interior Suite M)
-885 sqft (patio Suite M)

JALAPEÑOS PIZZA & WINGS PIZZA (SUITE J -123)
-Operating hours:
Monday 11am-9pm
Tuesday 11am-9pm
Wednesday 11am-9pm
Thursday 11am-9pm

Friday 11am-9pm
Saturday 11am-9pm
Sunday 11am-9pm
-Business Type: Pizzeria
-2,250 sqft (Suite J)

LA VIDA FOOD TRUCK (parking lot)
-Operating hours:
Monday 8am-6pm
Tuesday 8am-6pm
Wednesday 8am-6pm
Thursday 8am-6pm
Friday 8am-6pm
Saturday 8am-6pm
Sunday 11am-9pm
-Business Type: Meal Prep Services

NORTH CENTRAL BARBERSHOP & SALON (SUITE T -116 UPSTAIRS)
-Operating hours:
Monday 10am – 6pm
Tuesday 10am – 7pm
Wednesday 10am – 7pm
Thursday 10am – 7pm
Friday 10am – 7pm
Saturday 10am – 6pm
Sunday Closed
-Business Type: Barbershop
-4,000 sqft (Suite T)

Mels Kitchen Café Address (SUITE I -124)
-Operating hours:
Monday 11am to 7pm
Tuesday 11am to 7pm
Wednesday 11am to 7pm
Thursday 11am to 7pm
Friday 11am to 7pm
Saturday 12pm to 6pm
Sunday 12pm to 6pm
-Business Type: Meal Preps
-1,000 sqft (Suite I)

The Snack Spot (SUITE F -110)
-Operating hours:
Monday closed
Tuesday 1pm-10pm
Wednesday 1pm-10pm
Thursday 1pm-10pm
Friday 11am to 11pm

Saturday 1pm-11pm
Sunday Closed
-Business Type: Snack Restaurant
-1,000 sqft (suite F)

The Castilian Royale Receptionist (SUITE R/S -136)
-Operating Hrs:
Friday 11am – 5am
Saturday 12pm – 5am
Sunday 11am-3am
Monday 11am – 5pm
Tuesday 11am – 8:30pm
Wednesday 11am – 8:30pm
Thursday 11am – 8:30pm
-Business Type: Reception Salon
-1,000 sqft (Suite R)
-7,900 sqft (Suite S)

ZC-040-2025
ATTENTION
PROPOSED
SPECIAL USE PERMIT
FOR INFORMATION CALL (Bar)
CITY PLANNING DEPARTMENT
794-1613
bitcoin

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A BAR ON LOTS 1 AND 2, BLOCK 1, SAN ISIDRO MCPHERSON, PHASE IV, LOCATED AT 9802 MCPHERSON ROAD, UNIT 125 AND OUTDOOR PATIO (ONLY – 1,910 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY – 1,910 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 June 17, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on July 21, 2025, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY – 1,910 square feet).

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

1. The conditional use permit is restricted 1,910 square feet located within Unit 125 and the outdoor patio as per the site plan, “Exhibit A”, which is made part hereof for all purposes.
2. The hours of operation shall be limited to, from Wednesday to Sunday, 9:00a.m. to 4p.m. and 6p.m. to 2 a.m.
3. Lighting of property shall be provided in accordance with the City of Laredo Land Development Code.
4. Landscaping shall be provided in accordance with the City of Laredo Land Development Code, Section 24.83.
5. 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.
6. The establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City’s Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. There shall not be any amplified music, use of any amplified sound system, excessively loud generators, and/or any moving or flashing lights in the outdoor patio. The conditional use permit must comply with all city noise ordinances and all nuisances provisions of the City of Laredo Code of Ordinances.
10. The proposed use shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
11. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The proposed use shall undergo an annual Fire Inspection.
13. 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.
14. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
15. The proposed use shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
16. Any use allowed under the current zone or proposed conditional 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 Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein.

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: 8/18/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 4.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 2, Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business District) to B-3 (Community Business District).

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff supports the application.

ZC-055-2025
District II

Council District: District 2 **Zone Case:** ZC-055-2025

Letters sent to property owners: 14

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-055-2025

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1. Level of Alignment

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

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

Policy 1.2.1 (p. 1.27)
"Encourage infill and redevelopment in areas where existing infrastructure and services are already in place."
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The proposed rezoning of 1901 Ligarde Street involves infill development in an already urbanized area. The proposal utilizes existing infrastructure and supports a more efficient use of city services.

Policy 1.2.3 (p. 1.27)
"Support neighborhood-scaled mixed-use development that includes a mix of retail, services, and housing options."
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The Future Land Use Map designates the area as **Neighborhood-Mixed Use**, which is compatible with B-3 zoning. A reception hall is a neighborhood-scale service that aligns with mixed-use principles.

Policy 2.1.1 (p. 2.48)
"Promote a balance of land uses in the inner city that supports revitalization while minimizing displacement."
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The location sits within an inner-city setting surrounded by various commercial and residential uses. The proposed use as a reception hall introduces a viable commercial activity that can help stabilize or enhance local commerce without requiring large-scale redevelopment.

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3. Summary of Alignment

The proposed rezoning from B-1 to B-3 to allow for a reception hall at 1901 Ligarde Street demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*. The change supports existing policies promoting infill development and neighborhood-scaled mixed-use areas. It is consistent with the *Neighborhood-Mixed Use* designation in the Future Land Use Map, which includes B-3 zoning. The presence of adjacent B-3 districts and commercial uses supports the suitability of the proposal. However, potential concerns regarding traffic, parking, and residential proximity suggest the alignment is not fully "strong," as these impacts could contradict the plan's emphasis on preserving neighborhood character and livability.

This item intersects with broader planning themes such as:

- **Infill development**
- **Neighborhood vitality**
- **Land use balance**
- **Public space accessibility**

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4. Additional Requirements

All cited goals and policies are quoted directly and referenced accordingly from the *Viva Laredo City of Laredo Comprehensive Plan*. If you need further analysis or visual excerpts (e.g., maps, diagrams), I'm happy to assist.

City Council-Regular Meeting

Date: 8/18/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Javier De Leon and Jesse Gonzalez, Owner
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 2, Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business District) to B-3 (Community Business District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change. Staff **supports** the application.

ZC-055-2025
District II

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: II – Ricardo Richie Rangel, Jr.

Proposed use: The proposed use is for a reception hall (Indoor).

Site: The site is currently occupied with a vacant building.

Surrounding land uses: To the north of the site is vacant developed land. To the east of the site is a vacant building and vacant developed land. To the south of the site is Barrios Street, single family residential uses, manufactured residential uses, Razo Auto Sales, and a vacant building. To the west of the site is Buena Vista Avenue, Leilanis Auto Sales, Tacos Lira (restaurant), Preciosa Drive Thru (beer store), Priscillas Diamond Hall (reception hall), Templo Revelacion (place of worship), and vacant developed land.

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 Buena Vista Avenue as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 14 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a 6 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. The proposed zone change is in conformance with the Comprehensive Plans designation as Neighborhood-Mixed-Use (ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH), which includes B-3.
2. The proposed site meets the minimum lot width requirement of 46 feet for B-3 zoning districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property's lot width is approximately 93 feet.
3. The proposed site is abutting a B-3 zoning district.

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. The use authorized by the zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

There are similar B-3 uses such as used car dealerships.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the proposed site is abutting B-3 zoning districts.

Will change adversely influence living conditions in the neighborhood?

Yes, it is anticipated to have a negative impact in the surrounding area or neighborhood due to an increase in noise.

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

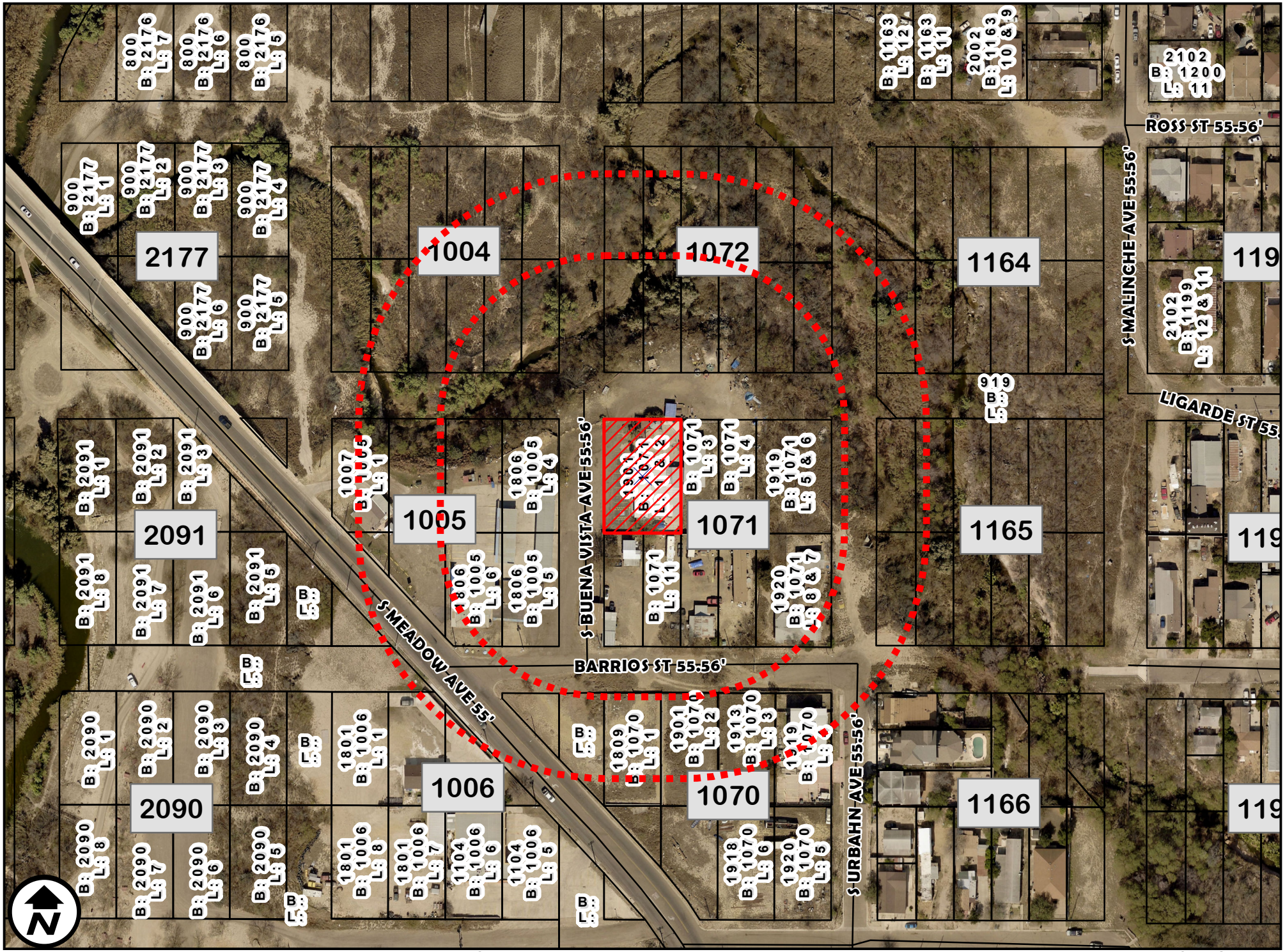
Attachments

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

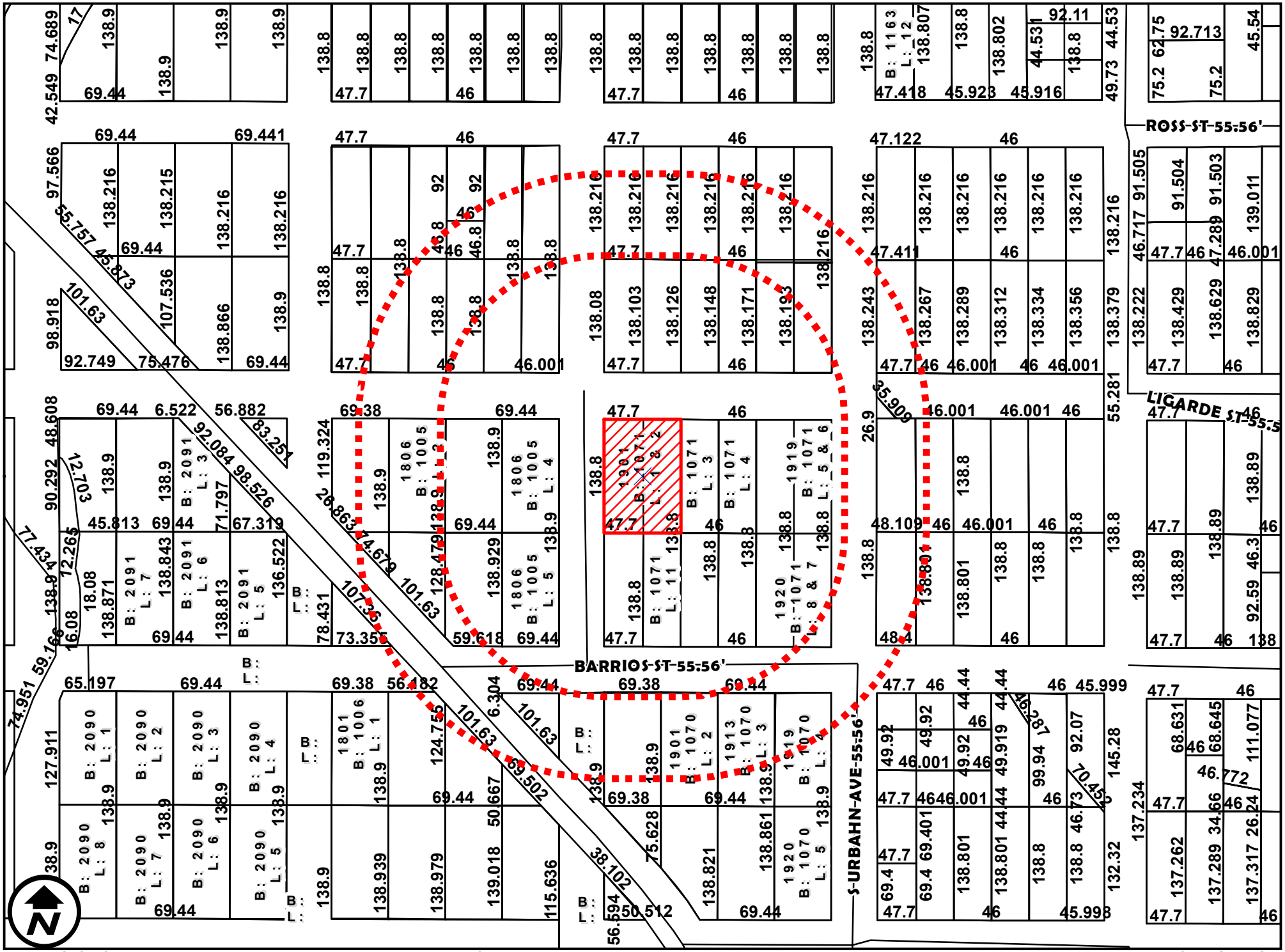


AERIAL MAP

1 inch = 150 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)

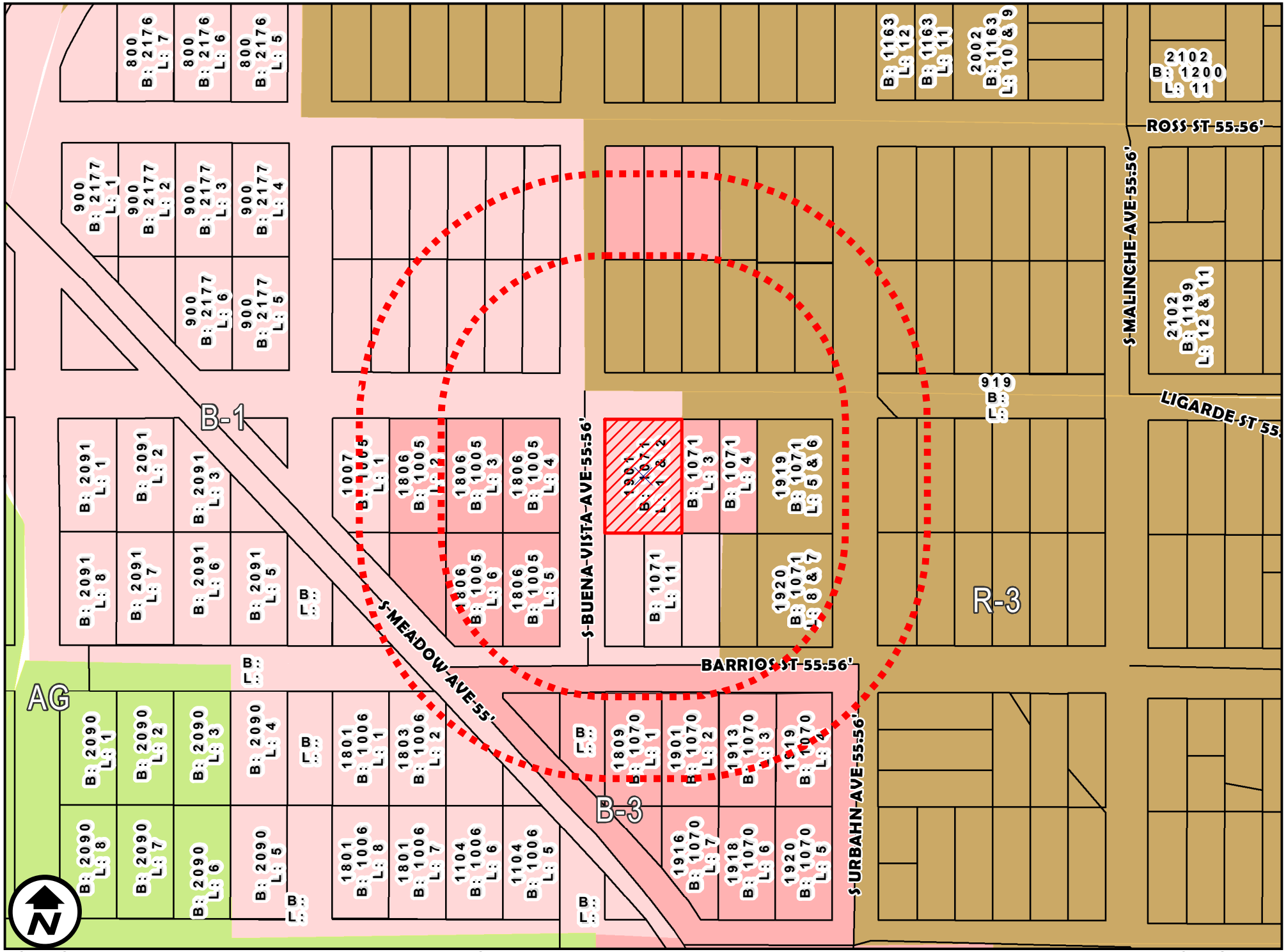


DIMENSIONS MAP

1 inch = 150 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT,
B-3 (COMMUNITY BUSINESS DISTRICT)

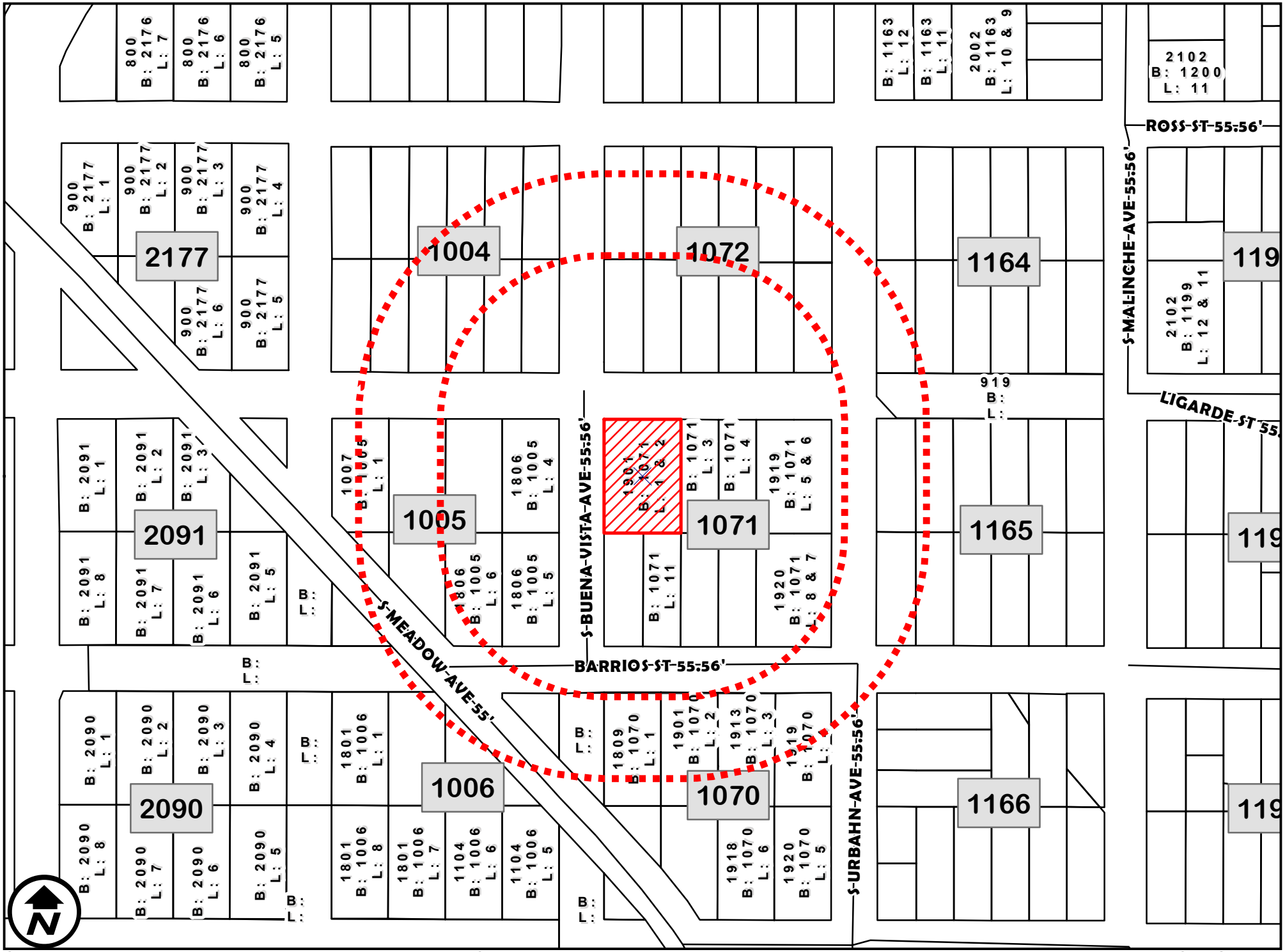


ZONING MAP

1 inch = 150 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)

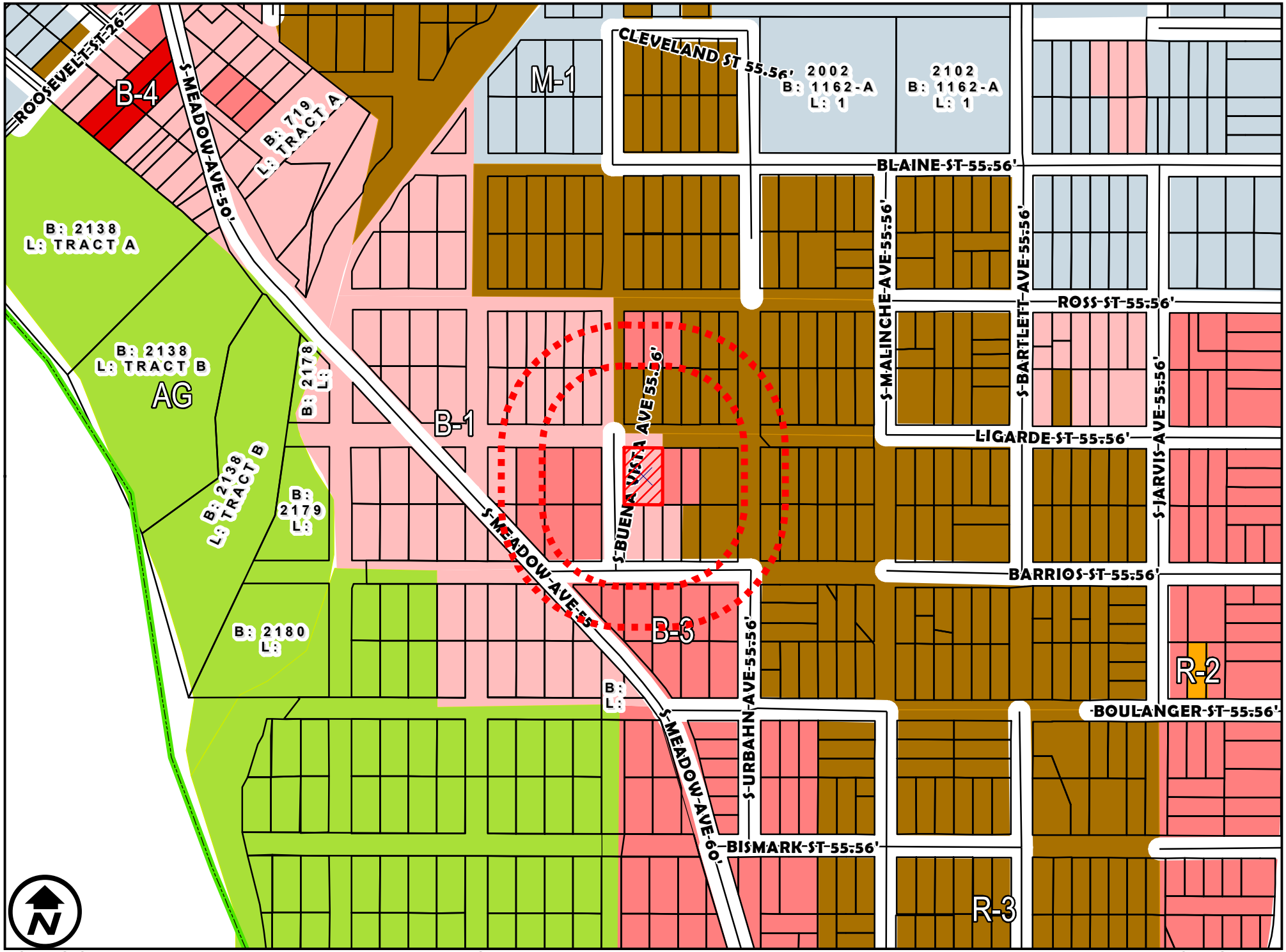


SURVEY MAP

1 inch = 150 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)

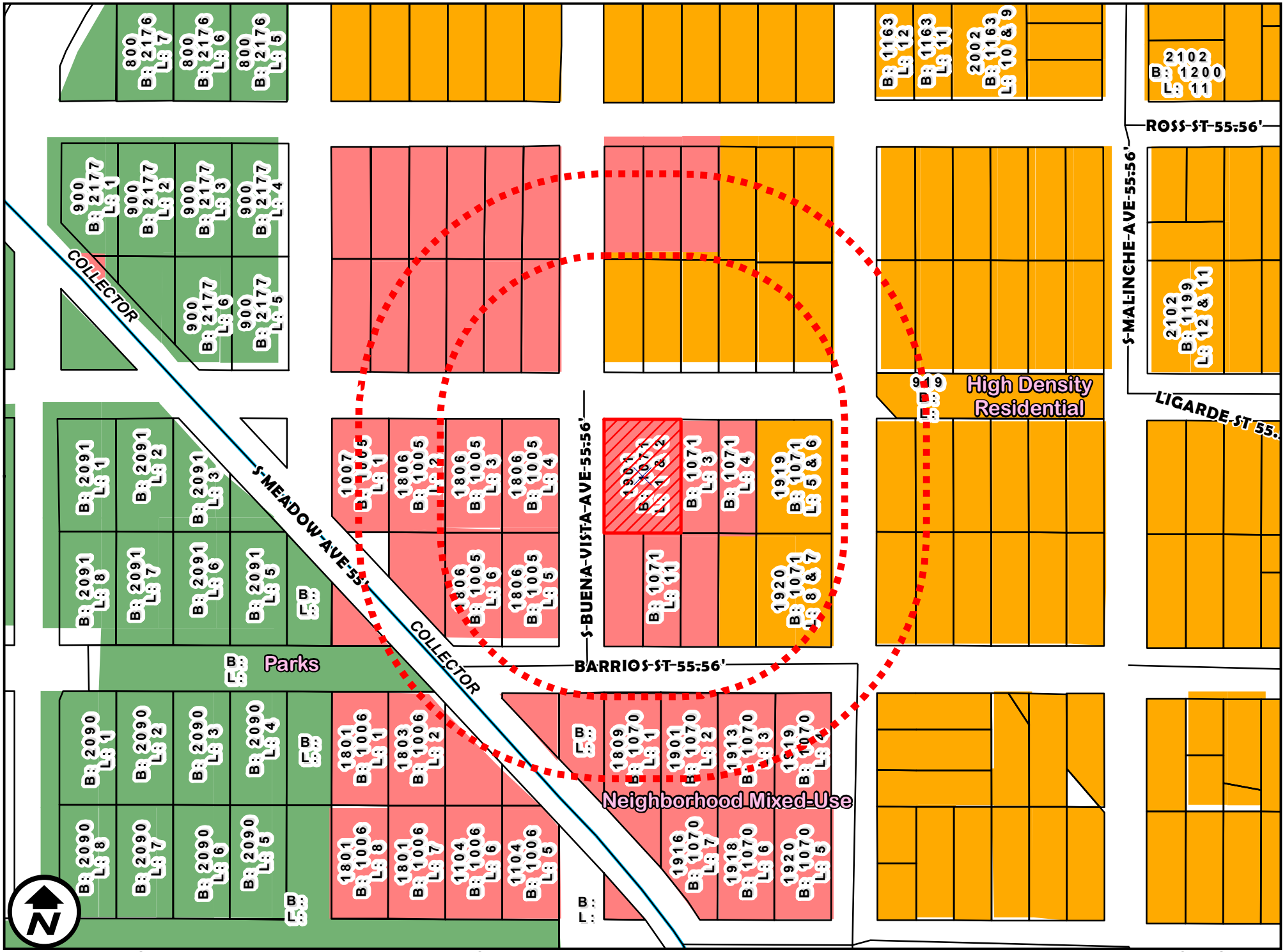


ZONING OVERVIEW

1 inch = 300 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)

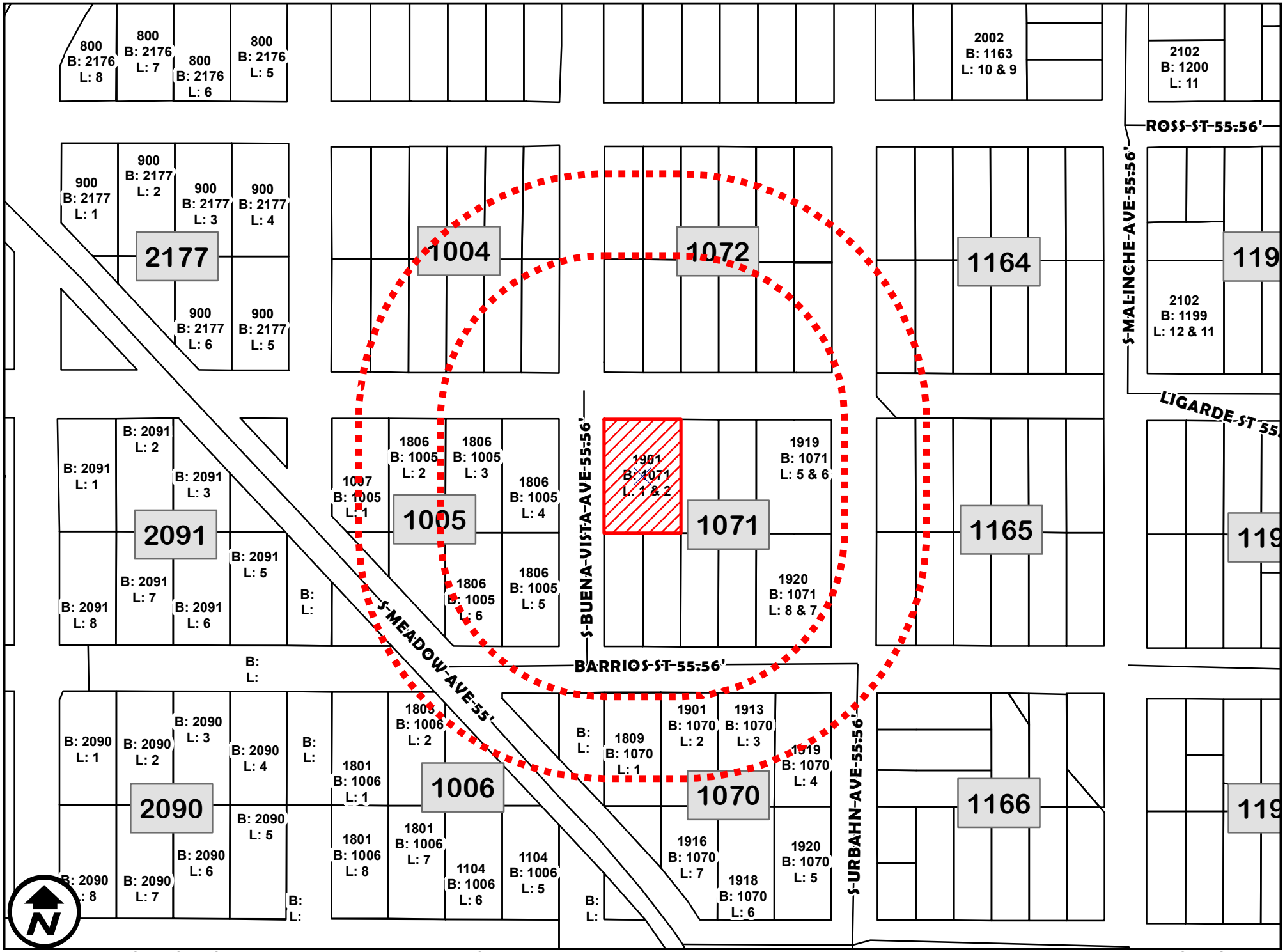


FUTURE LANDUSE

1 inch = 150 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)

ZC-055-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM P-1 TO B-3
FOR INFORMATION CALL
N PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1 AND 2, BLOCK 1071, EASTERN DIVISION, LOCATED AT 1901 LIGARDE STREET, FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lots 1 and 2, Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 17, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on August 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 Lots 1 and 2, Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 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: 8/18/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 5.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Tobacco Shop on Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 square feet).

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

ZC-056-2025
District II

Council District: District 2 **Zone Case:** ZC-056-2025

Letters sent to property owners: 14

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 5 to 0 vote recommended approval of the special use permit. However, two (2) Planning & Zoning Commissioners abstained.

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

ZC-056-2025 – Comprehensive Plan Alignment

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1. Level of Alignment

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

---

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

Policy 9.2.3:

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

Relevance:
The proposed tobacco shop is situated within a Neighborhood Mixed Use area; however, the site's proximity (254 feet) to residential zoning and non-compliance with minimum distance standards outlined in the Land Development Code raise compatibility concerns. The potential for negative neighborhood impacts (proximity to residential uses, inadequate parking) suggests the proposed use is inconsistent with the compatibility intent of this policy.

Policy 6.2.2:

"Promote land use patterns and activities that protect public health and safety."
— Page 6.22, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
A tobacco shop, particularly one located within close proximity to residential areas, may negatively affect public health objectives by increasing access to tobacco products and potentially exposing nearby residents, including youth, to secondhand smoke and retail activities inconsistent with promoting health. This conflicts with the goal of protecting public health and safety through thoughtful land use planning.

---

3. Summary of Alignment

The proposed special use permit for a tobacco shop does not align with the intent of the Viva Laredo Comprehensive Plan. While the property lies within a Neighborhood Mixed Use area, the plan explicitly calls for commercial activities to be compatible with surrounding neighborhoods and to support public health. The proposed use:

- **Fails to meet proximity standards** set in the Land Development Code for tobacco shops, indicating a location not appropriate for this type of business.
- **Falls short of promoting compatibility** with nearby single-family residential areas, raising concerns about the shop's impact on neighborhood character and health.
- **Fails to meet parking requirements**, further complicating the site's suitability for the proposed use.

For these reasons, the alignment is best categorized as **Weak/None**, as the proposal lacks identifiable alignment with the plan's stated goals and policies.

Broader planning themes negatively impacted include **public health**, **neighborhood compatibility**, and **quality of life**. There is no evidence of positive intersections with economic development, mobility, sustainability, or engagement objectives outlined in the Plan.

---

4. Additional Requirements

All cited goals and policies are quoted verbatim from the Viva Laredo City of Laredo Comprehensive Plan. No other applicable goals or policies identified that would support this proposed use.

City Council-Regular Meeting

Date: 8/18/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: H & Sons, LLC, Owner/Applicant
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Tobacco Shop on Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 square feet).

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

ZC-056-2025
District II

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: II- Ricardo "Richie" Rangel, Jr.

Proposed use: The proposed use is for a tobacco shop.

Site: The site is currently commercial suites, which contains an amusement redemption machine establishment (maquinitas).

Minimum Zoning District Required for Proposed Use: B-3 (Community Business District) with a special use permit.)

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

Surrounding land uses: To the north of the site is Doc Sigi Perez Loop, vacant, developed land, an apartment complex, and Don Camilo Boulevard. To the east of the site is US Highway 83 and vacant undeveloped land. To the south of the site is vacant undeveloped land and single family residential uses. To the west of the site is vacant, developed land, Tesis Drive, Bilbao Drive, and single family residential uses.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Doc Sigi Perez Loop as a Local Street and identifies US Highway 83 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: 14 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 5 to 0 vote recommended approval of the special use permit. However, two (2) Planning & Zoning Commissioners abstained.

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 140 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 = 45 parking spaces

- Proposed tobacco shop requires = 5 parking spaces

- Required remaining commercial structure = 40 parking spaces

- Actual amount identified on site plan = 43 parking spaces

- Therefore, the proposed site would need an additional 2 parking spaces.

General Comments:
1. While parking doesn't exist in the vicinity of the site, if they proposed shared parking, the shared parking must be located within 1,000 feet from the principal use, as per the Laredo Land Development Code, Section 24-78.2(i).3.

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

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

If approved, Staff suggest the following conditions:

1. The Special Use Permit is issued to Pablo Ramon Mendivil, and shall be non-transferalable.

2. The Special Use Permit is restricted to 1,000 square feet located within Unit 1 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, 10:00 a.m. to 11:00 p.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. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

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

14. The establishment shall undergo an annual Fire Inspection.

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

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

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

18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor

shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.

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

IMPACT ANALYSIS

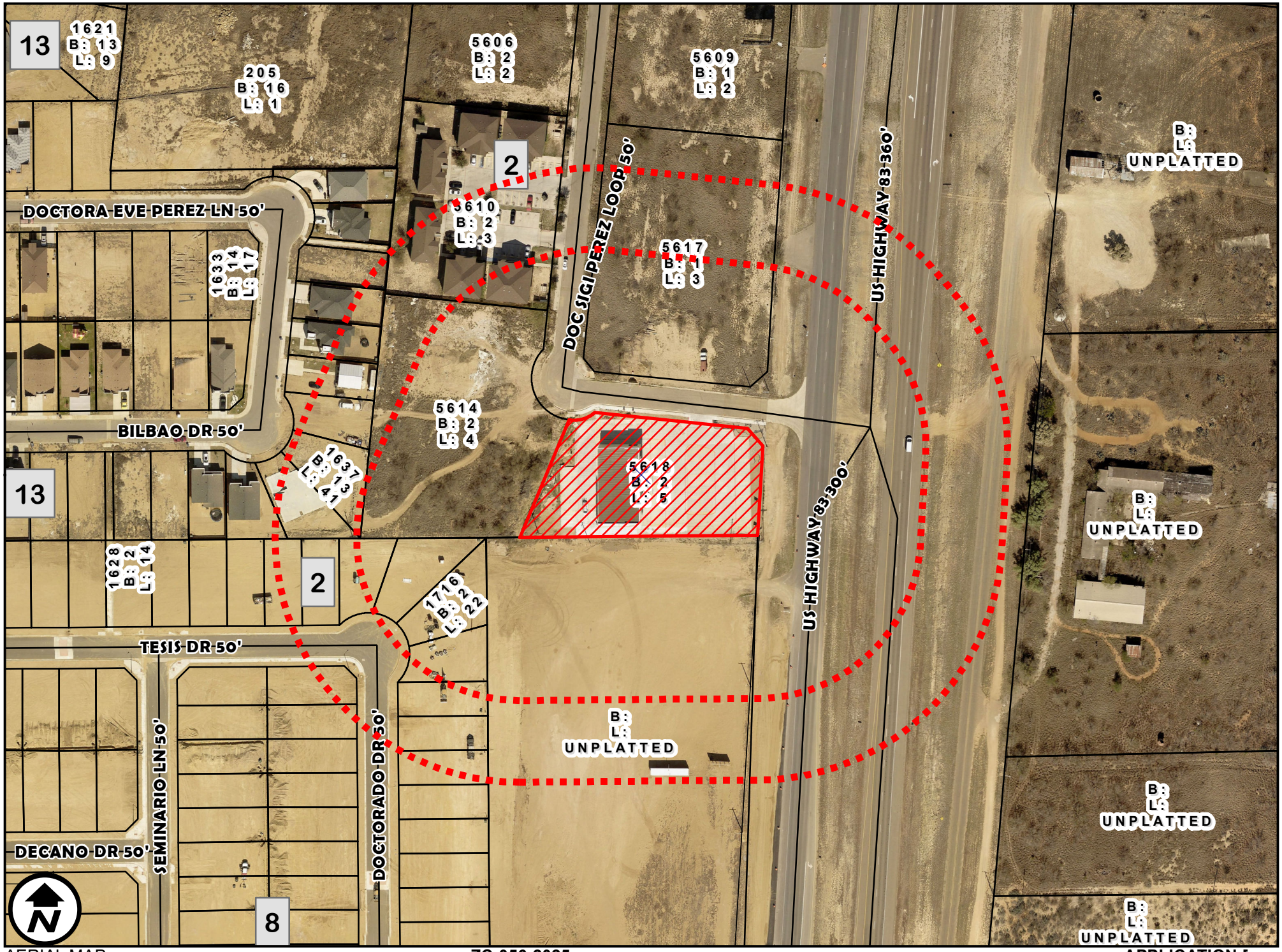
Is this change contrary to the established land use pattern?
There is one commercial use within the vicinity of the site. However, the site primarily surrounded by vacant, undeveloped land and residential uses.

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

Will change adversely influence living conditions in the neighborhood?
Possibly due to the location of the proposed use. It does not meet the distance requirement.

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:
Comp Plan Alignment
Maps
Narrative
Site Plan
Zone Change Signage
Draft Ordinance

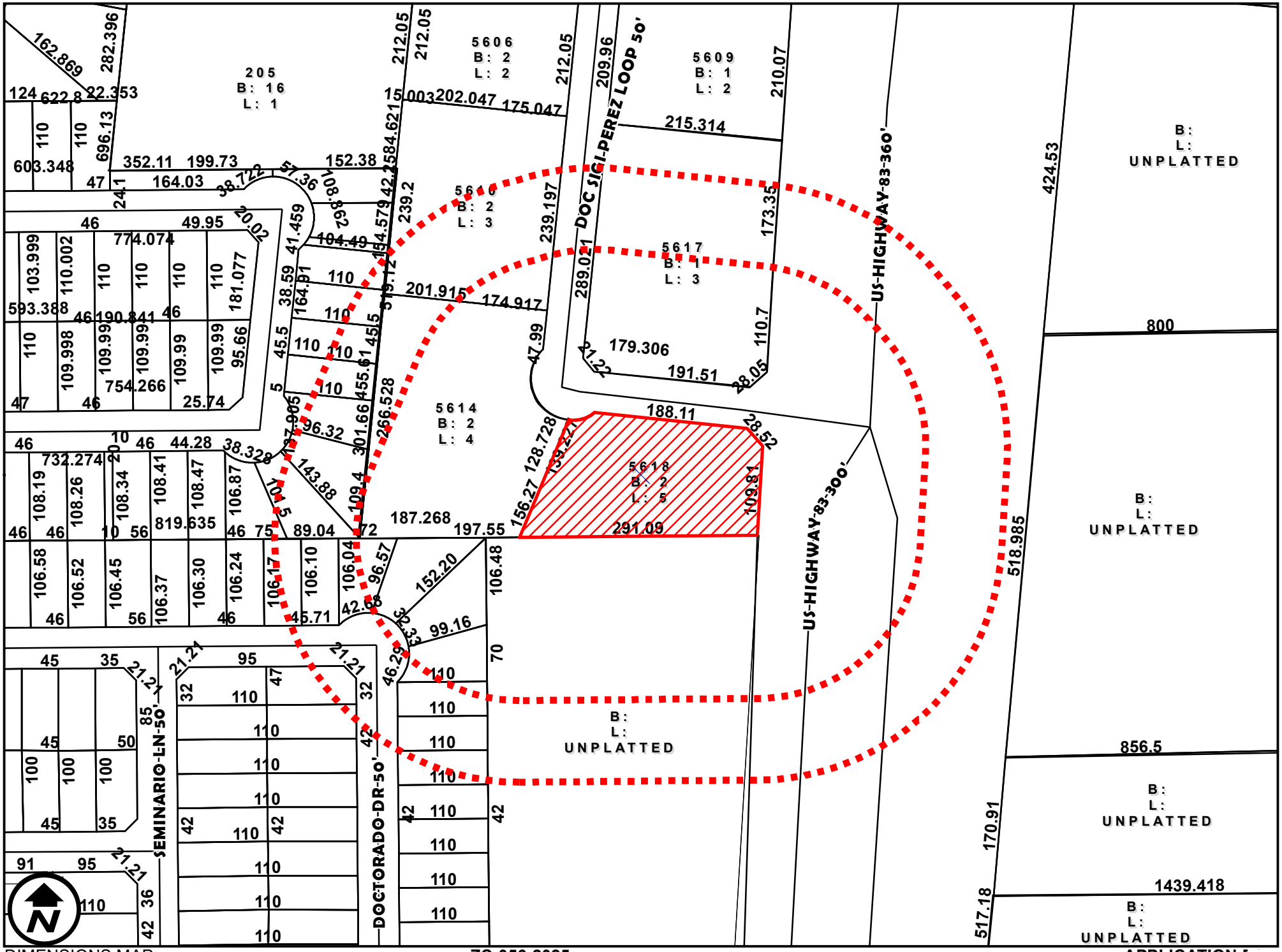


AERIAL MAP

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P FOR TOBACCO SHOP

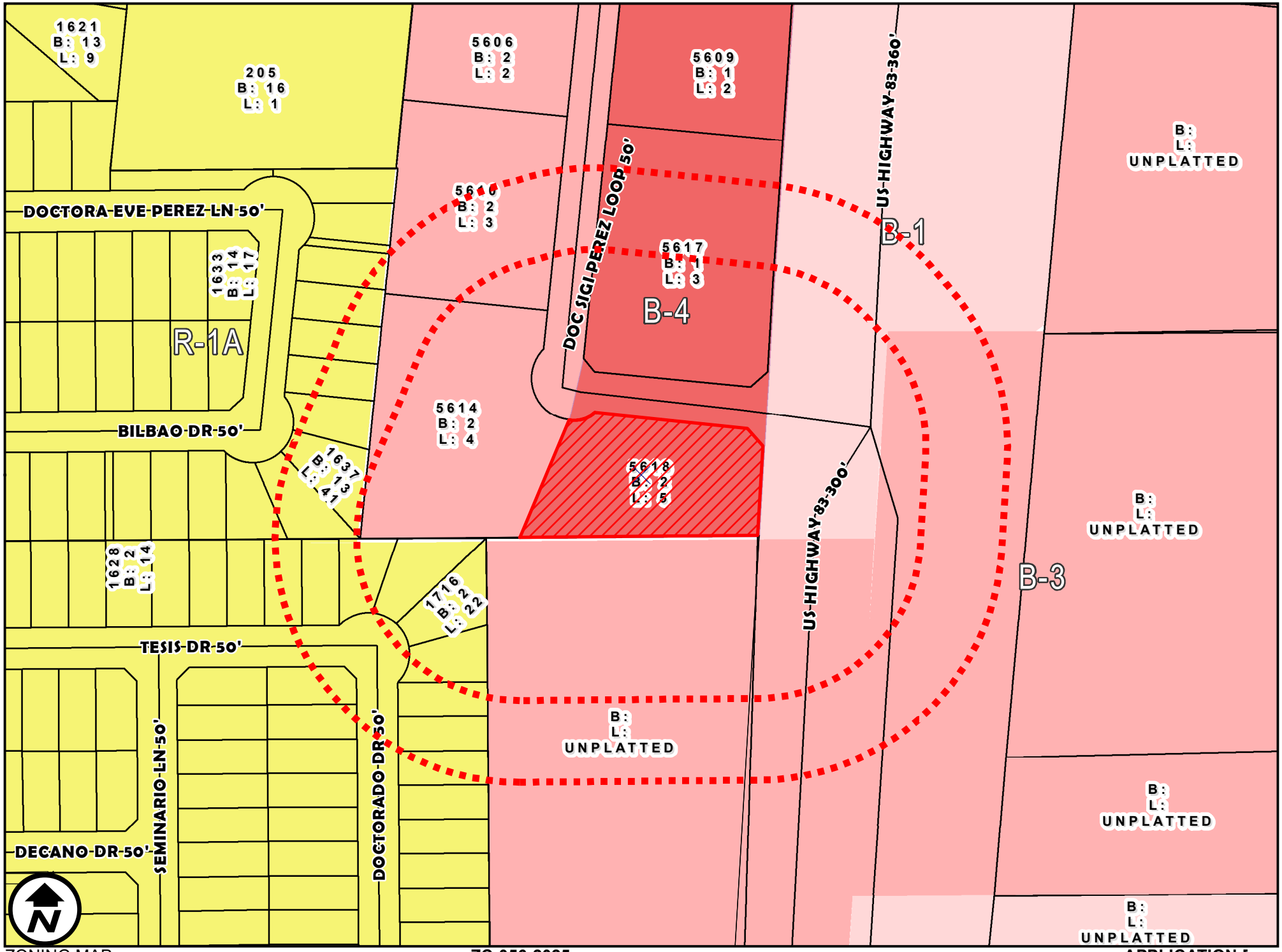


DIMENSIONS MAP

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P FOR TOBACCO SHOP

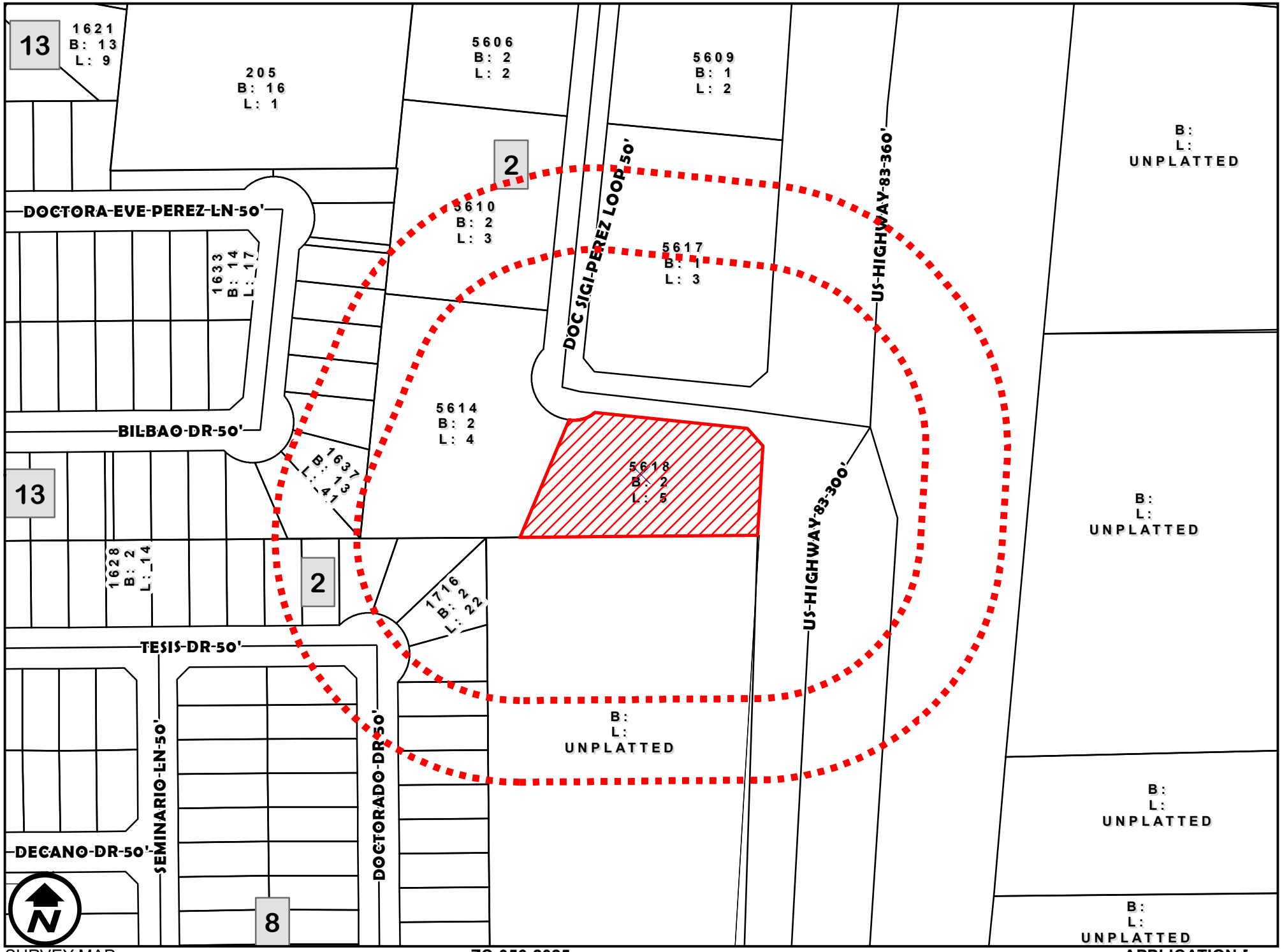


ZONING MAP

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P FOR TOBACCO SHOP

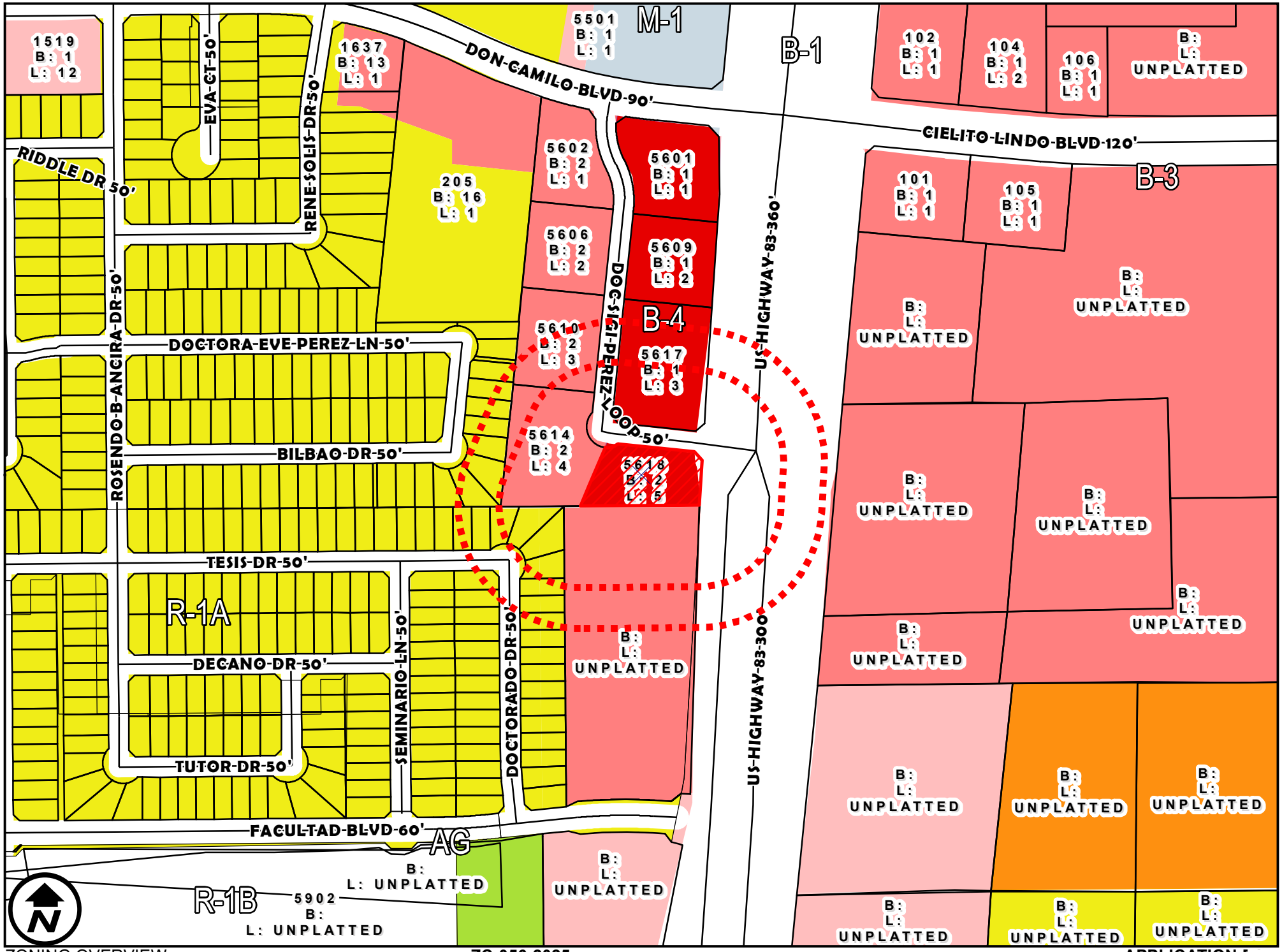


SURVEY MAP

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P FOR TOBACCO SHOP

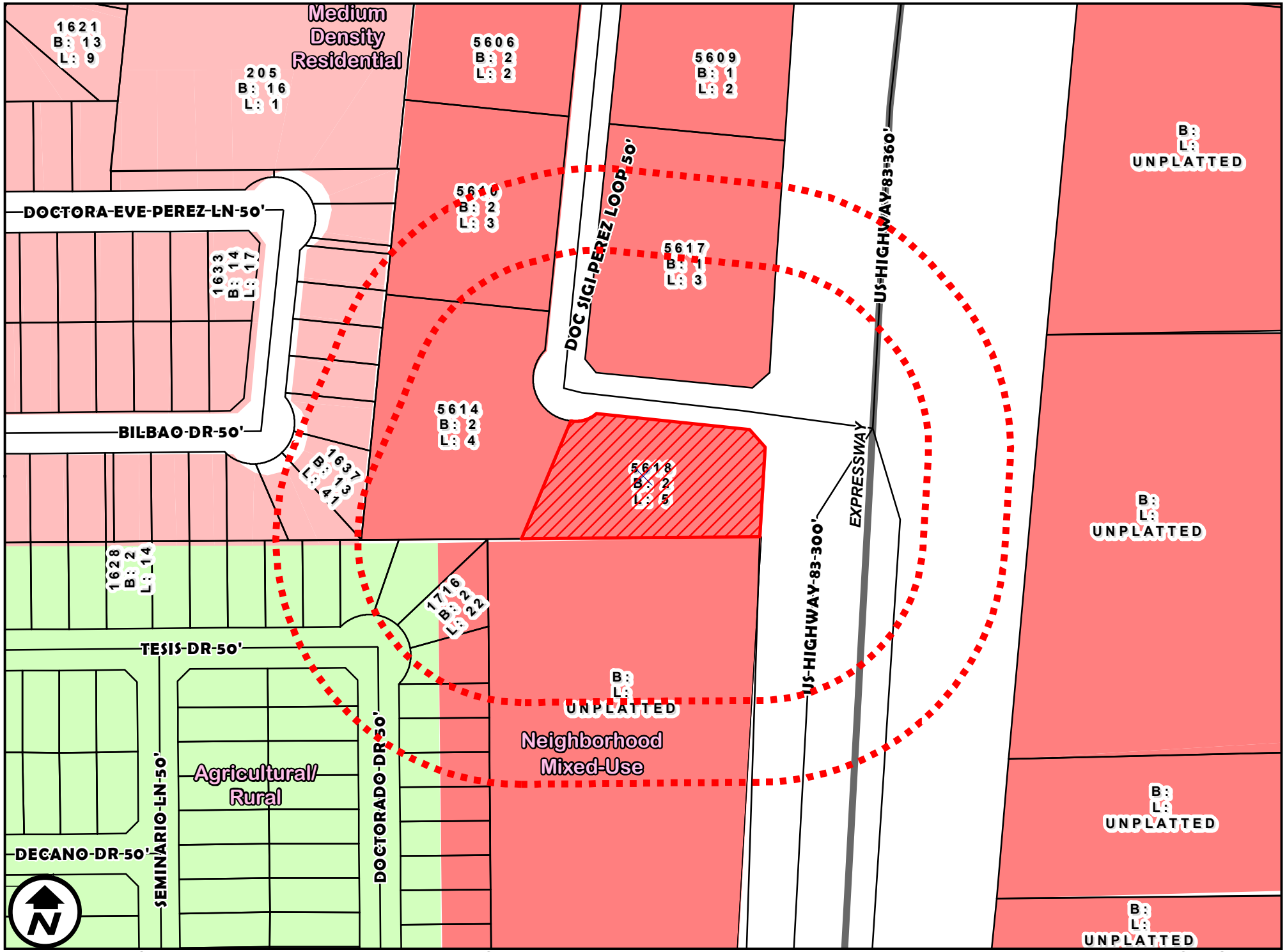


ZONING OVERVIEW

1 inch = 300 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P FOR TOBACCO SHOP

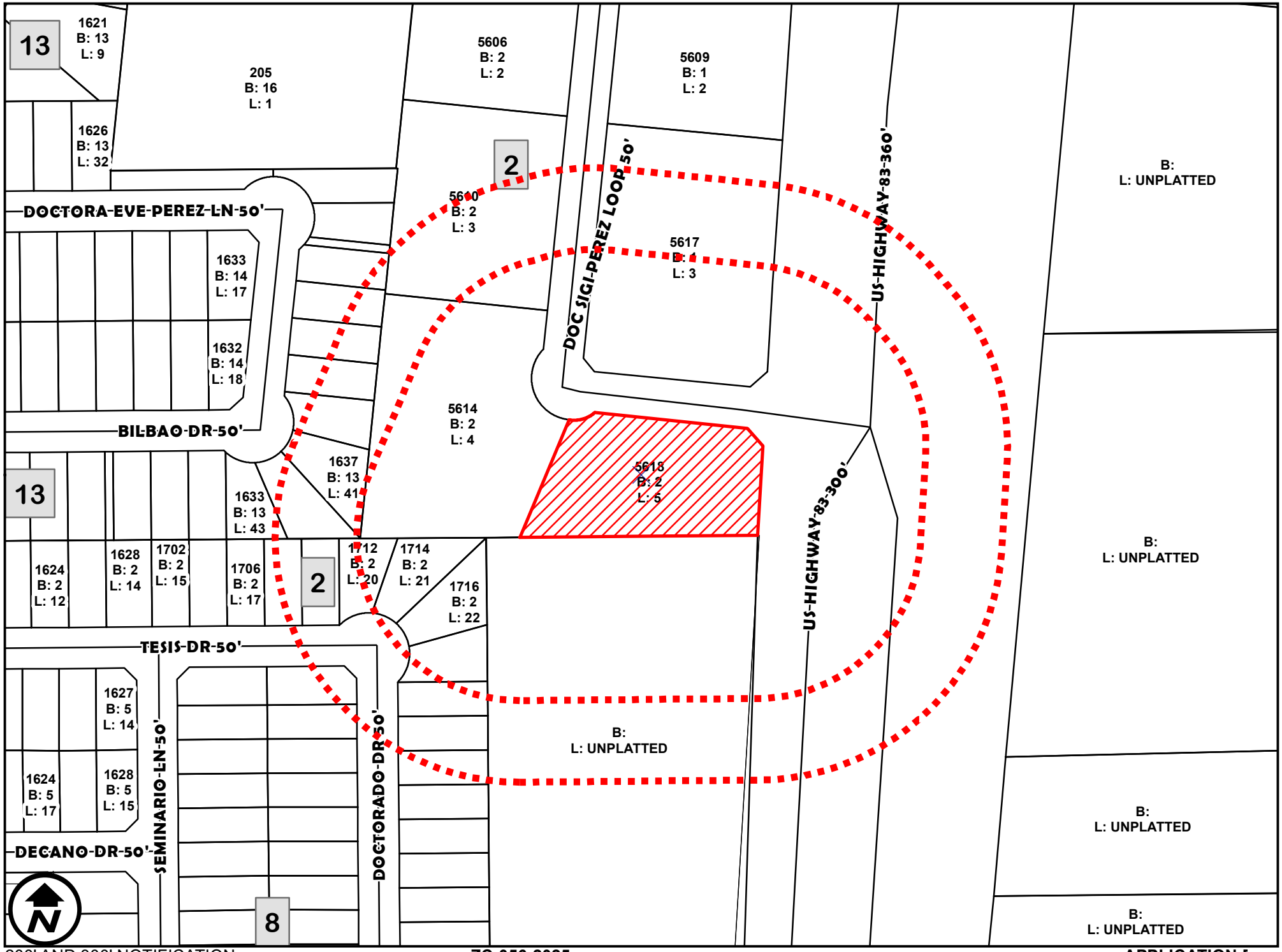


FUTURE LANDUSE

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) T
S.U.P FOR TOBACCO SHOP

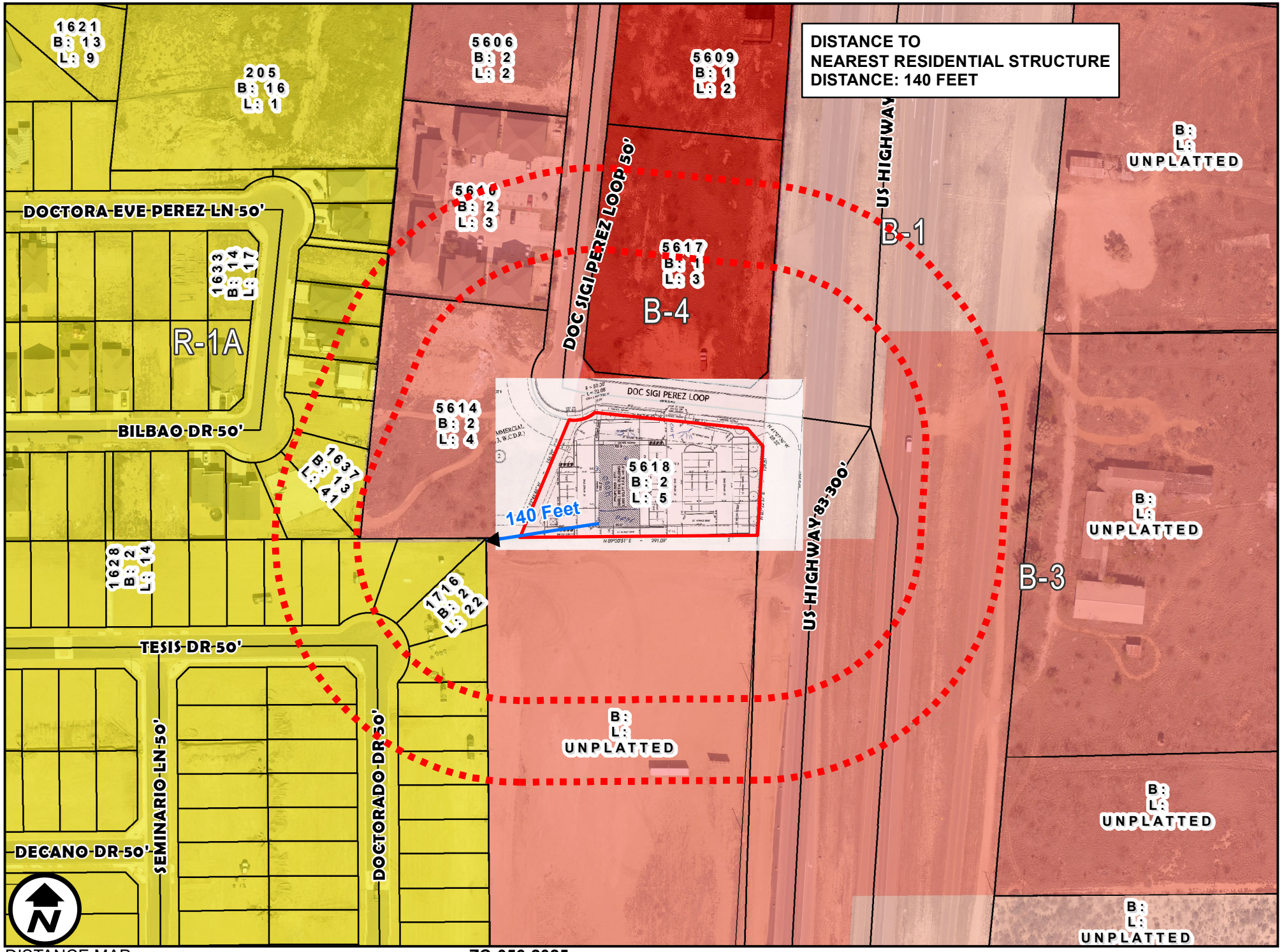


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P FOR TOBACCO SHOP



DISTANCE MAP

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P FOR TOBACCO SHOP

NARRATIVE DESCRIPTION
5618 US Highway 83 South

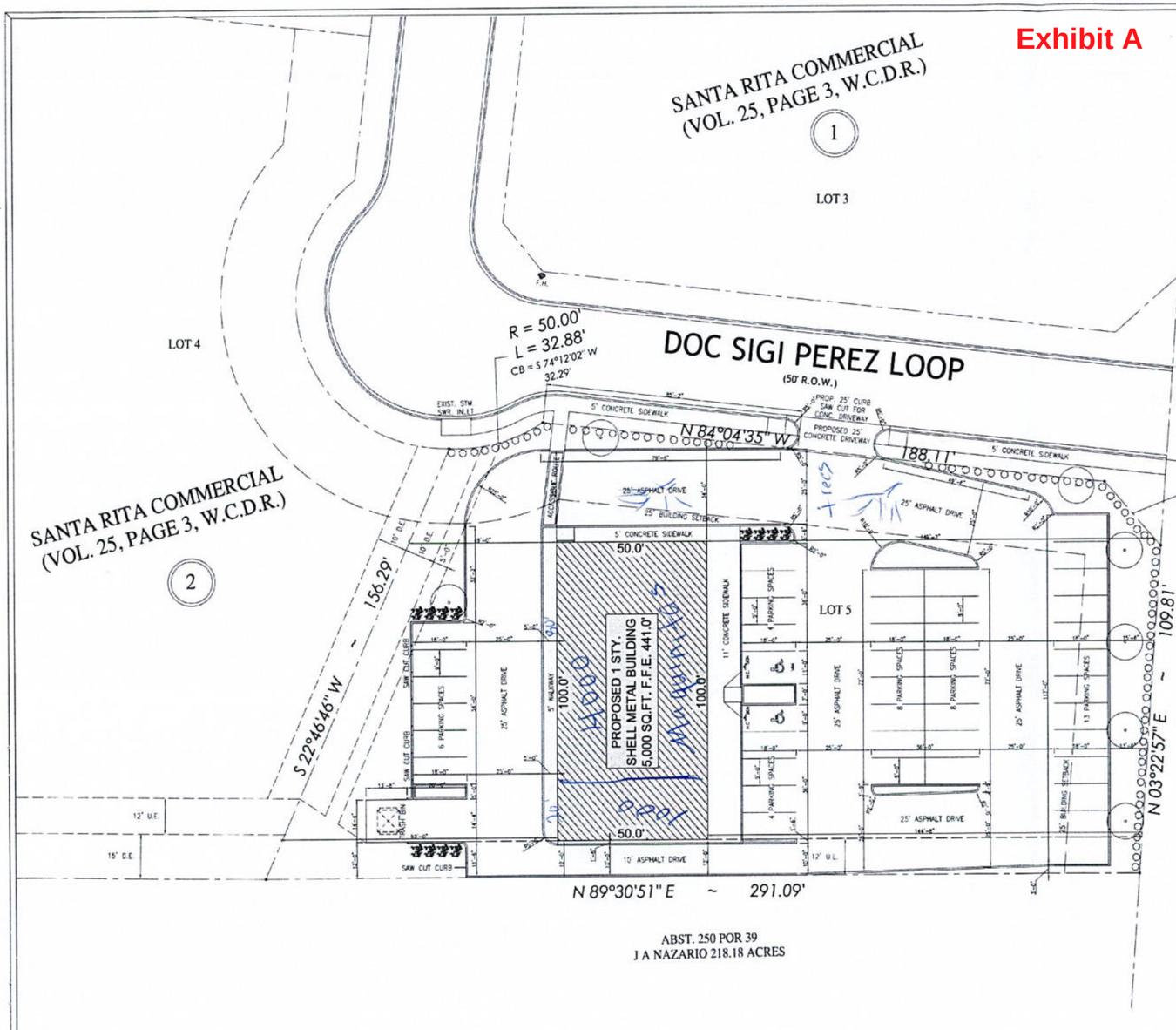
The existing building is 5,000 sq/ft. With 42 parking spaces.
It is the last building going south on Zapata Hwy 83

Presently 4,000 sq/ft are used by maquinitas
with 2 employees
and use about 5-10 parking spaces
Open Monday – Sunday, 11am - 2am

1,000 sq/ft are for the use of the SUP
to sell vape items approximately 80% - vaping devices, oils, e-juices with and without nicotine, pipes, lighters, loose leaf tobacco, cigars, rolling papers, cleaners, ash trays, storing containers, disposable vapes, vape kits, USB charging cables.
Other items 20% - smoking accessories, water, pipes, snacks, gum
have 2 full time employees
use 5 parking spaces
Time of operation 10am-11pm

The days and of operation for the proposed use will be Monday-Sunday as per email by applicant on July 7, 2025 - DG.

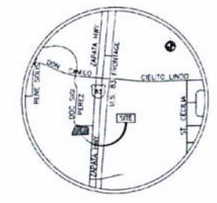
Exhibit A



SITE PLAN
SCALE: 1" = 20'-0"

0 20 40

GRAPHIC SCALE:
SCALE: 1 INCH = 20 FEET



SITE ANALYSIS	
- PROPOSED BUILDING	5,000 sq ft
- PROP. CONCRETE SIDEWALK	1,466 sq ft
- PROP. ASPHALT PARKING LOT	24,294 sq ft
-	- sq ft
-	- sq ft
- LANDSCAPE AREA	6,533 sq ft
- TOTAL LAND AREA	37,293 sq ft

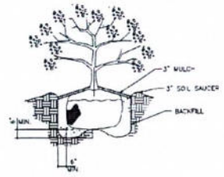
SITE LAYOUT NOTES

1. TX HOOJIXIXI AND VERTICAL LOCATXA Of DCTXC SIMS.=XXCE IMUITS. Hxt meh INTFVA.C- from DATA. PROVTCD S' O'XxS. H **IT** S WE HET^CN^KIT- OF T3(CONTRACTOR 10 PROTECT AIL EXSTwc **Civics** MT^:- **IX** A^IA OF CONSWICPOA THAT ART TO PEMAM IN Stavrc CONTRACTOR SHALL Vt=^> SIZE AND LOCATICN 0= AU UI1XIS PRC" 'O CONSTRUCTION.
2. ALL CKEMWX.S AWE TO tact Cf CURB UNLESS OTHERWISE NOTED
3. au. WXN3ONS ARE TO Face OF B.URNG. PtTf TO ARCHITECTURAL PLANS FOR BUXTWG xXHSTO-S.
4. REFER TO SXTT C-W FOR CCTMLS AND DIMENSION: of ho curb ramp. sccwalkramp. **SWn.**- elap. SEXUALLY TOOLED JOINT. UCE=Mr EXPXATION XNST. HC PARCNS SIGN PIPE **B.UW**. HC PRXFINC ST-WE AND Dumpster ENCLOSURE
5. IRITEB 10 LANDSCAPE =VNS FDR OCTALS *=0 twENSAXS OF LANDSCAPE AND HAROSCAPE AREAS

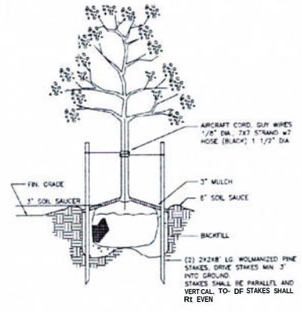
SITE PLAN GENERAL NOTES:

1. THE CONTRACTOR SHALL SECURE All PERMITS AND PA= AU FEES
2. MUCNSIGNO ON OPARINOS SMALL HAVE PRECEDENCE OVER SCALED DIMENSIONS **IX** CONTRACTOR SHALL verify BNO BE responsible for conditions at **tx** SITE AND RETORT ANC. D-SGREPANCCS TO **TX** DESIGNER PRC" TO PROCEED**X** WITH WOOK.
3. AU HAZARDOUS UATEPL L'XTHCTION.HANCLINC= AND REMOVABLE SHAU BE O'ECTED AND E=EGUTED BY A LICENSED CONTRACTOR LEGAU' ALTORZED TO **nmwu** SUCH WORK.
4. **WNm** ANO PROTECT **+NON** UTUTICS (AOOVI ANO BELOW ORO-NO) FROM DAMAGE. STAkE AND FLAG LOCATIONS CR CAU LTUT* COMPANY TO MART. LOCATXHS.
5. IDENTIFY **"X.** PROTECT **"LI** EASEMENT, STARE AND FLAG LOCATIONS
6. CONFIRM SURREY BENCHUARVS ANG INTENDED ELTyaTIONS
7. PROTECT AU TREES PTTH BROTECTIJE RETUNC **24"** MIN DIA.
8. **PROVIDE DESIGNATED TRASH RASH ZONE 15' FROM** Aus TREE. **AX TOOL CLEANUP SHAU X PERFORMED IN DESGNATED AREA**

PARKING LOT ANALYSIS	
- PROPOSED LAND USE	SHOPPING CENTER
- PREVICOX LAND USE	VASANT
- PCTAIL BUADYC	5.>00 sq ft
-	-
- N.MOER OF PARKING SPACES FIEOuIRED FOR PROPOSED DC^LCCMEHT - RETAL BILDWC	8.3 /SaS [redacted] 21 • lb [redacted] 7 a «x3 [redacted] a «x3
- NUMBER PARJUNG SPACES PRO-AOC	43 PARKNG SPACES
- HUMBER CT HANCALAF PARKMC SPACES	1 VAN ACCESSIBLE SPACE A 1 ACCESSIBLE SPACE



SHRUB PLANTING



TREE PLANTING

ISSUE LOG 4/20/2020	
NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	
Job No.	
Designed by HE	
Drawn by HE	
Checked by JT	

PLAZA 83
PROP. SHELL METAL BLDG.
5618 DOC SIGI PEREZ LOOP
LAREDO, TX 78046

JL Trevino & Associates P.L.L.C
9800 Northwest freeway, 500
Houston, Texas 77092
(281) 433-8688/(713) 957-5105
jltandassociates@gmail.com

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Seal
JORGE LUIS TREVINO
86485
REGISTERED
5/4/2020

HECTOR ESCAMILLA
QUALITY CUSTOM DESIGNS
COMMERCIAL & RESIDENTIAL
(956) 326-5381

TERRA CONSTRUCTION
(956) 326-8577

Plot Date
Sheet Name
SITE PLAN
Scale 1" = 20'-0"
Sheet Number
C-01

ZC-056-2025
ATTENTION
PROPOSED
SPECIAL USE PERMIT
(Tobacco Shop)
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A FOR A TOBACCO SHOP ON LOT 5, BLOCK 2, SANTA RITA COMMERCIAL SUBDIVISION, LOCATED AT 5618 US HIGHWAY 83 SOUTH, UNIT 1 (1,000 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 Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 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 August 07, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended ##### 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 August 21, 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 Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 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 Pablo Ramon Mendivil, and shall be non-transferal.
2. The Special Use Permit is restricted to 1,000 square feet located within Unit 1 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, 10:00 a.m. to 11:00 p.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. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The establishment shall undergo an annual Fire Inspection.
15. The establishment shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.
19. Tobacco Shops shall be required to submit, at the request of the City, an audit or allow an audit, of their gross revenue to ensure 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. Any use allowed under the current zone or proposed special use permit is required to abide by all relevant municipal codes.

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 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: 8/18/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 6.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue.

The Planning and Zoning Commission recommended approval of the proposed conditional use permit. Staff supports the application.

ZC-057-2025
District VIII

Council District: District 8 **Zone Case:** ZC-057-2025

Letters sent to property owners: 30

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 5 to 0 vote recommended approval of the proposed conditional use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-057-2025

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1. Level of Alignment

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

---

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

No applicable goal or policy identified in the Viva Laredo Comprehensive Plan.

Although the Future Land Use Map (FLUM) designates the area as "Neighborhood Mixed Use," the requested use—**Heavy Machinery Sales/Display (Outdoor) and Truck/Trailer Rental**—is not a compatible land use type associated with the vision or intent for Neighborhood Mixed Use areas as outlined in the plan. The B-4 level activity (truck and trailer sales) is more aligned with highway-oriented or industrial activity, which is discouraged in close proximity to residential uses.

---

3. Summary of Alignment

The proposed conditional use permit for **Truck and Trailer Sales and Rentals** at 3703, 3715, and 3717 San Dario Avenue is inconsistent with the land use and development principles set forth in the *Viva Laredo Comprehensive Plan*. The plan's **Neighborhood Mixed Use** designation encourages walkable, human-scaled development with a mix of housing, local retail, civic uses, and green space—not heavy commercial operations such as truck or trailer sales.

Furthermore, while the site does front a freeway (San Dario Ave/I-35), the **abutting residential uses to the north and east** are inconsistent with the plan's guidance to buffer intensive uses from neighborhoods. The potential impacts (noise, traffic, visual intrusion) conflict with the plan's broader themes of improving livability, supporting neighborhood integrity, and reducing land use conflicts.

Thus, there is **no verifiable goal or policy** that supports this type of use in the given context. Rather, the request appears to contradict several guiding principles focused on neighborhood character and compatible development.

---

4. Additional Requirements

This analysis maintains a formal, policy-based tone. All applicable content has been quoted or paraphrased directly from the *Viva Laredo City of Laredo Comprehensive Plan*. In the absence of any supportive goal or policy, the conclusion reflects the proposal's misalignment with the Plan.

City Council-Regular Meeting

Date: 8/18/2025
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Guadalupe Murillo, Owner; and Victor J. Linares, P.E., Representative and Applicant
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue.

The Planning and Zoning Commission recommended **approval** of the proposed conditional use permit. Staff **supports** the application.

ZC-057-2025
District VIII

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: VIIII – Alyssa Cigarroa

Proposed use: The proposed use is for Truck and Trailer Sales and Truck and Trailer Rentals.

Site: The site is currently occupied by Murillo Trucks & Trailers Sales.

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

Current Zoning District: The site is currently zoned as a B-3 (Community Business District) zoning district.

Citations: No citations have been issued at this location.

Surrounding land uses: To the north of the site is Boston Street, single family residential uses, Espinal Auto Collection (car dealership), and Raza Motors (car dealership). To the east of the site is San Eduardo Avenue, multi-family residential uses, and a vacant building. To the south of the site is Pierce Street, single family residential uses, Pollo Feliz (restaurant), San Isidro Motors (car dealership), and vacant developed land. To the west of the site is San Dario Avenue and Interstate 35.

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 San Dario Avenue as a

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

Letters sent to surrounding property owners: 30 **In Favor:** 0 **Opposed:** 1

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

Staff **supports** the conditional use permit for the following reasons:

1. The proposed use is appropriate at this location since it abuts San Dario Avenue which is identified on The Long Range Thoroughfare Plan as a Freeway.
2. There are similar uses such as car dealerships along the corridor of this location. Therefore, it is not out of character.
3. The proposed use has been existing for 49 years, and no citations have been issued. Thus, it is not anticipated to have a negative impact in the surrounding area or neighborhood.
4. The only access is through San Dario. Therefore, traffic will not impose in the existing neighborhood.

General Comments:

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

If approved, Staff suggests the following conditions:

1. The Conditional Use Permit is restricted to the site plan, as per Exhibit A, which is made part hereof for all purposes.
2. The hours of operation shall be Monday-Saturday from 8:00p.m. to 6:00p.m..
3. The conditional use permit shall only be for the sale and rental of trucks and trailers.
4. Refrigerated trucks shall not be parked adjacent to the fence bordering residential properties.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Owner shall provide parking spaces in compliance with Section 24.78 of the Laredo Land Development Code.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Land Development Code.
8. Landscaping shall be provided and maintained for the complete duration of the existence of the use in accordance with the City of Laredo Land Development Code.
   -The site plan shall identify a total number of # trees and # shrubs for the surface parking lot:
   *Formula: One (1) tree for every ten (10) parking spaces, as per section

24.83.3 (1)

.19 total parking spaces / 10 = 1.9 trees

.Total number of trees required: 2 Trees

*Formula: The number of shrubs required shall be equal to the total number of trees required multiplied by four (4), as per section 24.83.3 (2).

. 2 trees X 4shrubs = 8 shrubs

.Total number of Shrubs required: 8 Shrubs

9. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.
10. 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 complexed, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
11. Air inflatables used for advertising shall be prohibited.
12. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing into adjacent streets and properties.
13. Signage shall be consistent with the City's Sign Ordinance.
14. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
15. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP Business holder.
16. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
17. The proposed use shall undergo an annual Fire Inspection.
18. 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.
19. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
20. The establishment shall be kept in a sanitary condition.
21. The proposed use shall not cause undue traffic congestion, dangerous traffic conditions, parking or loading problems.
22. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and any other similar conditions.
23. The proposed use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features.
24. The establishment shall not store automotive fuel, lubricant and fluids, materials, equipment, and auto parts in proper storage areas within the property. Storage on the roof of any structure is prohibited. Storage outside the property boundaries is prohibited.
25. The display or storage of vehicles shall be kept within the property boundaries. Parking, displaying, or storing vehicles on public right of way is prohibited.
26. The repair of Truck/Heavy Equipment/Recreational Vehicles shall be prohibited.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
No. There are existing used car dealerships in the area. However, there are residential uses to the north and east of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
The zoning will not change.

Will change adversely influence living conditions in the neighborhood?

The proposed use has been existing for 49 years; if it were likely to negatively impact the neighborhood, such effects would have already occurred.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing B-3 does not allow for a truck and trailers sales and truck and trailer rentals as intended by the applicant.

Attachments

Comp Plan Alignment

Maps

Zone Change Signage

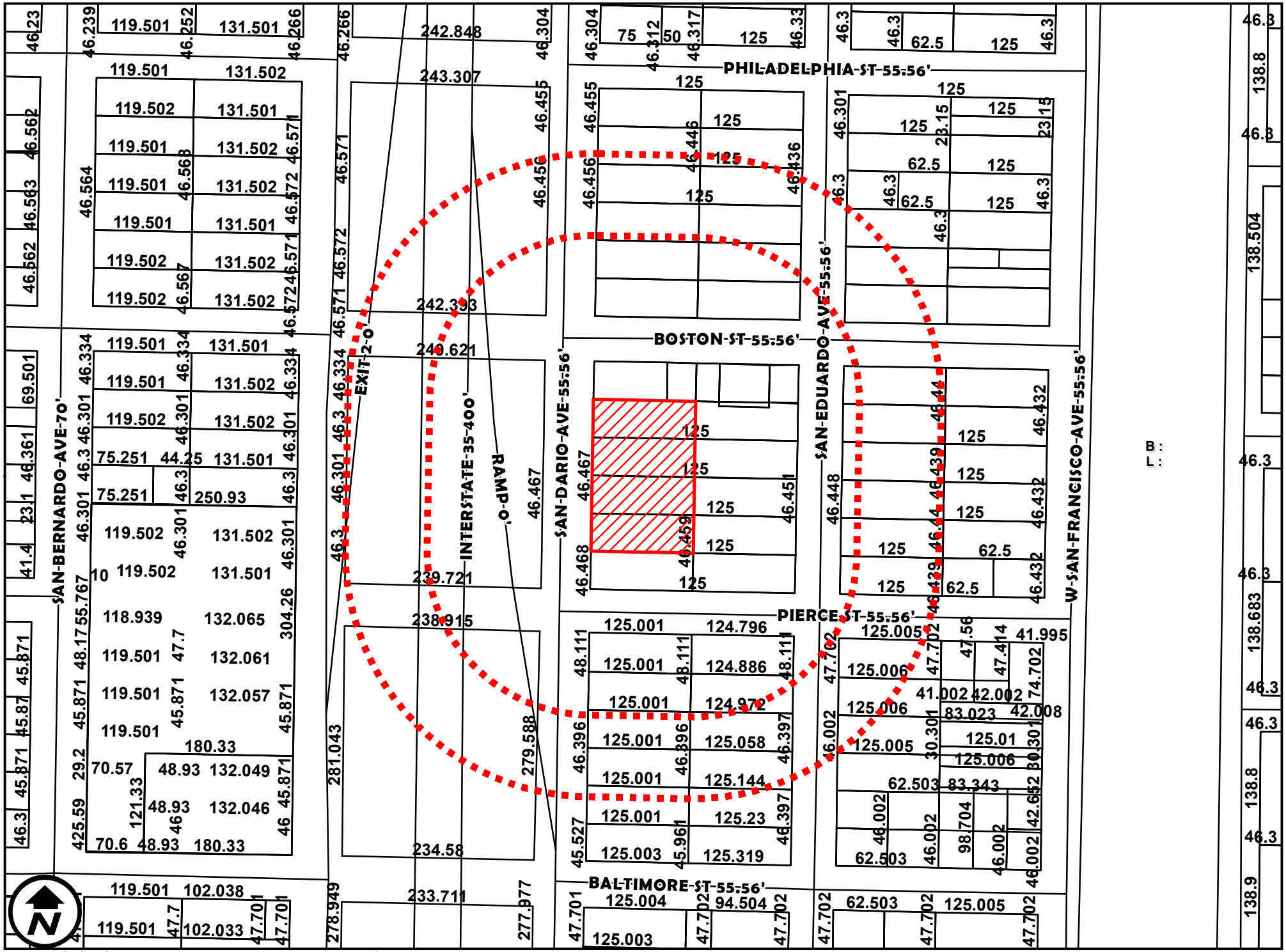
Draft Ordinance

AERIAL MAP

1 inch = 150 feet

ZC-057-2025
COUNCIL DISTRICT 8
3703, 3715, AND 3717 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)

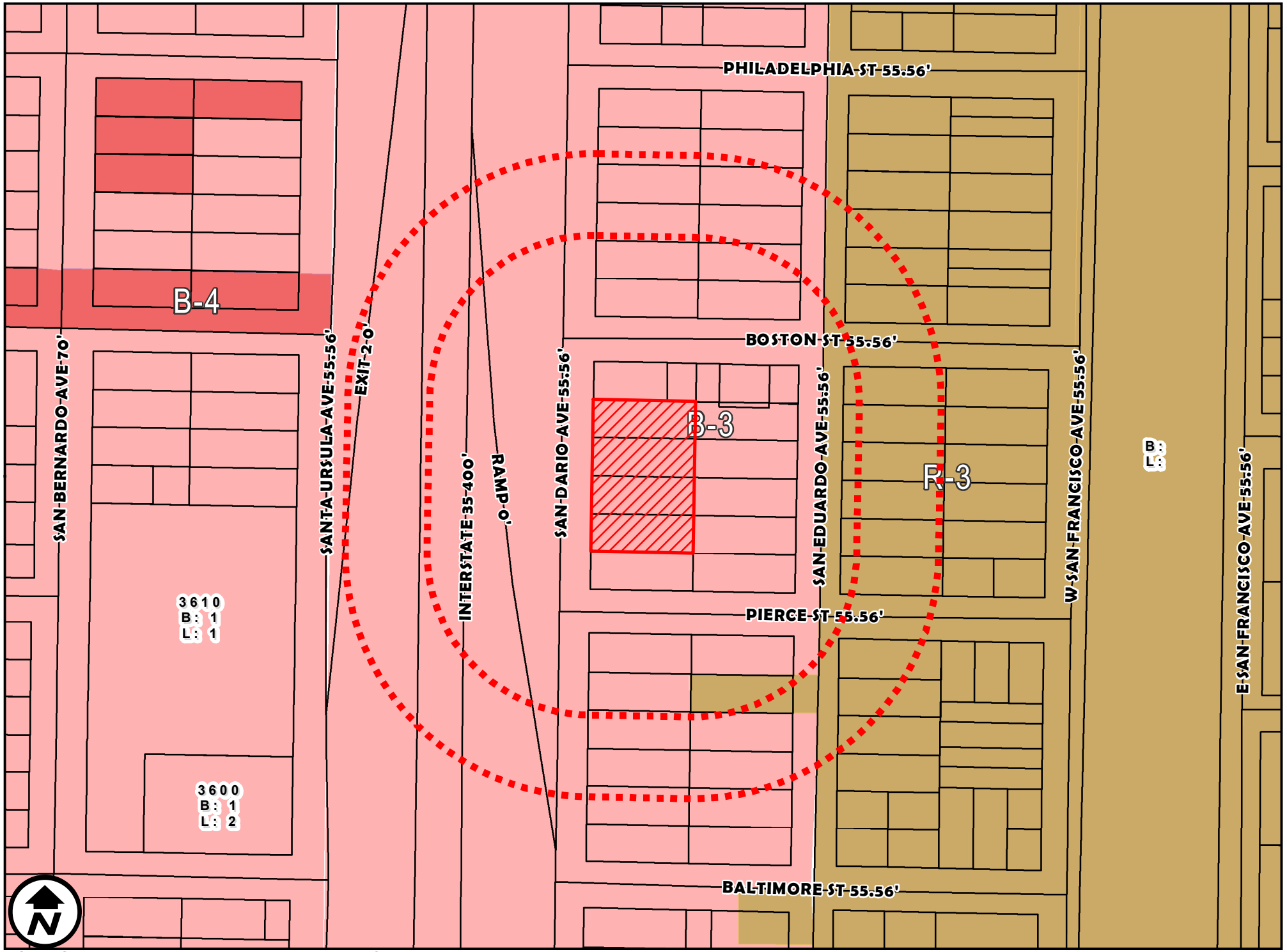


DIMENSIONS MAP

1 inch = 150 feet

ZC-057-2025
COUNCIL DISTRICT 8
3703, 3715, AND 3717 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)

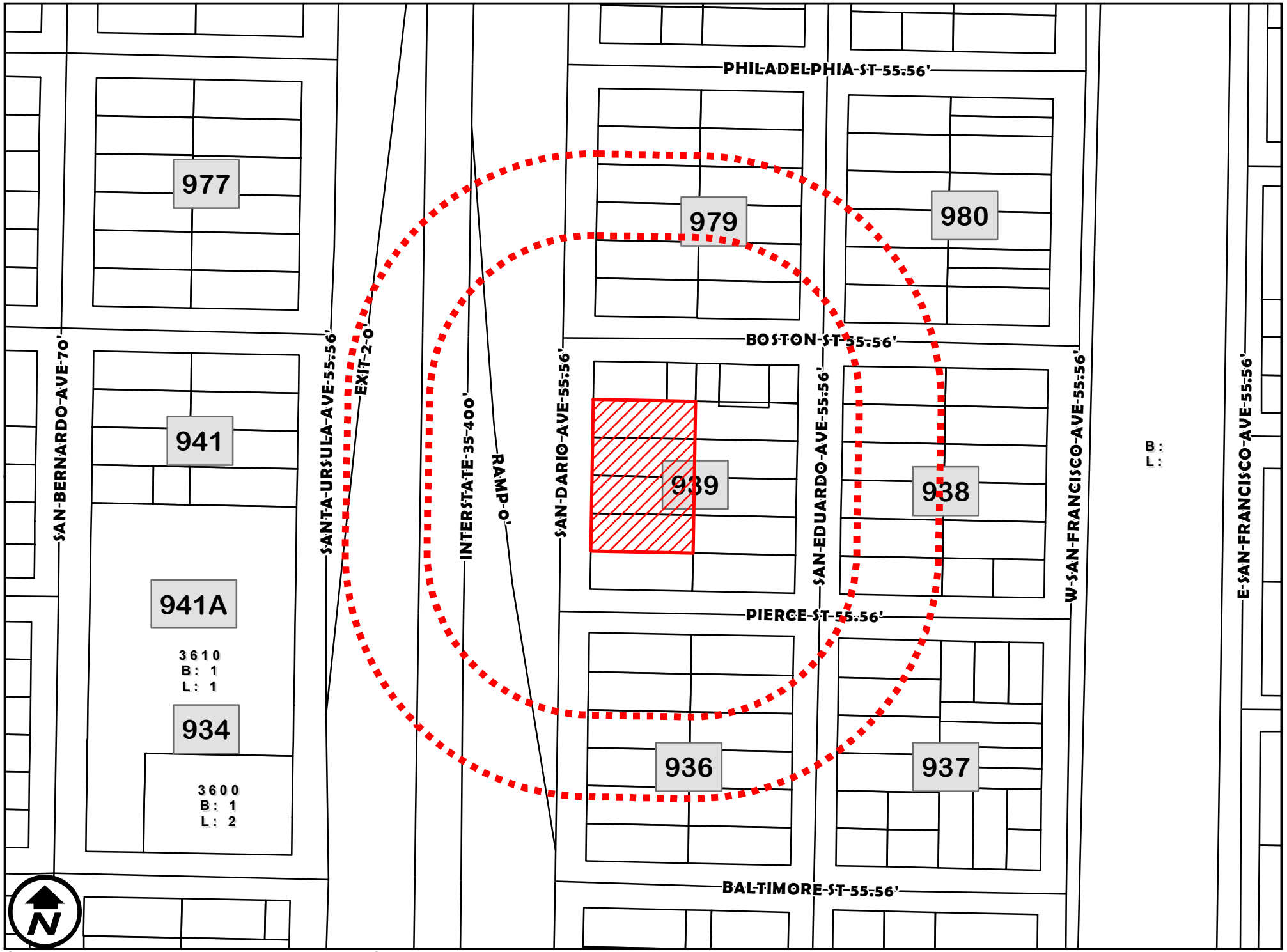


ZONING MAP

1 inch = 150 feet

ZC-057-2025
COUNCIL DISTRICT 8
3703, 3715, AND 3717 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)

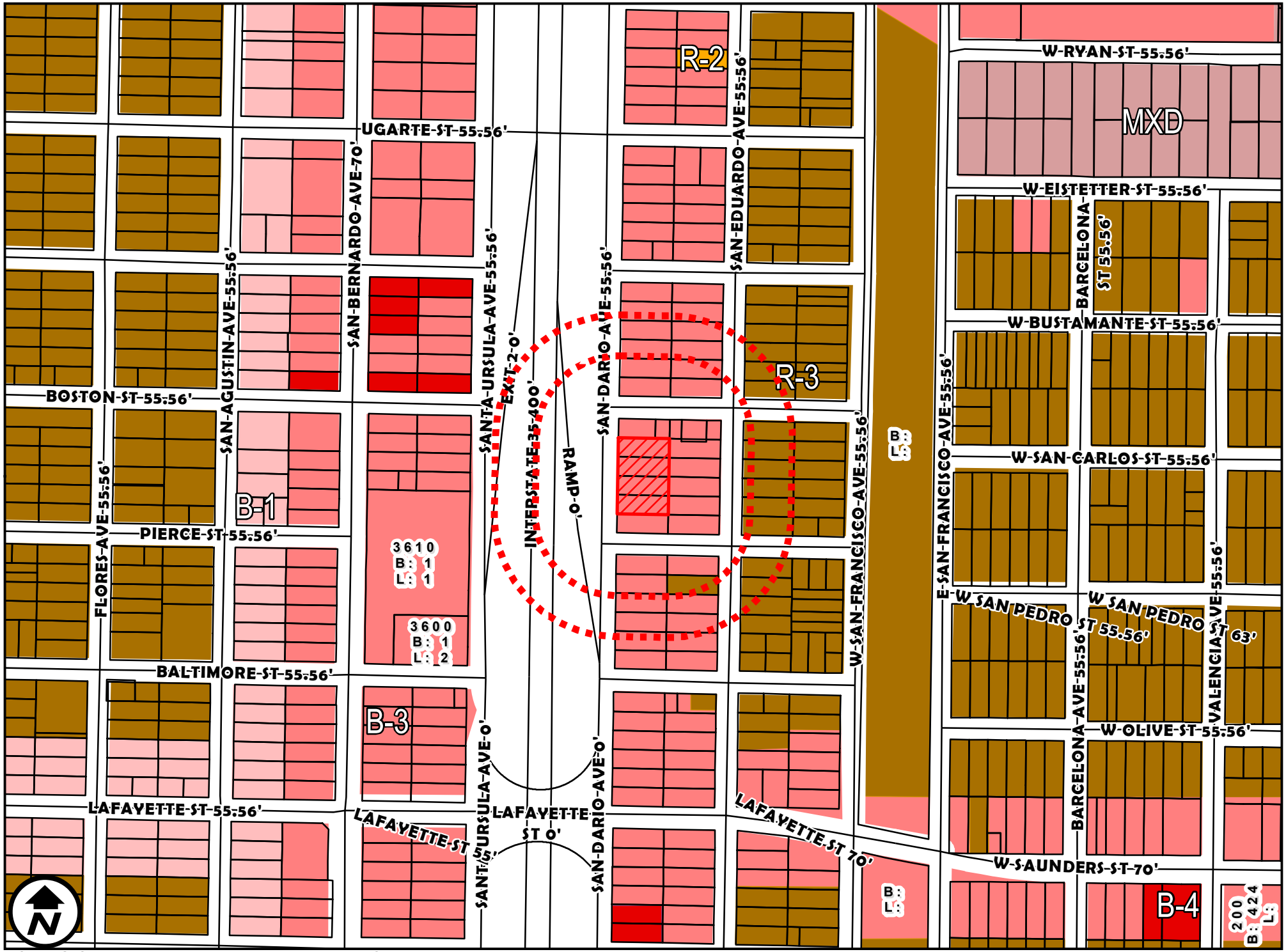


SURVEY MAP

1 inch = 150 feet

ZC-057-2025
COUNCIL DISTRICT 8
3703, 3715, AND 3717 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)

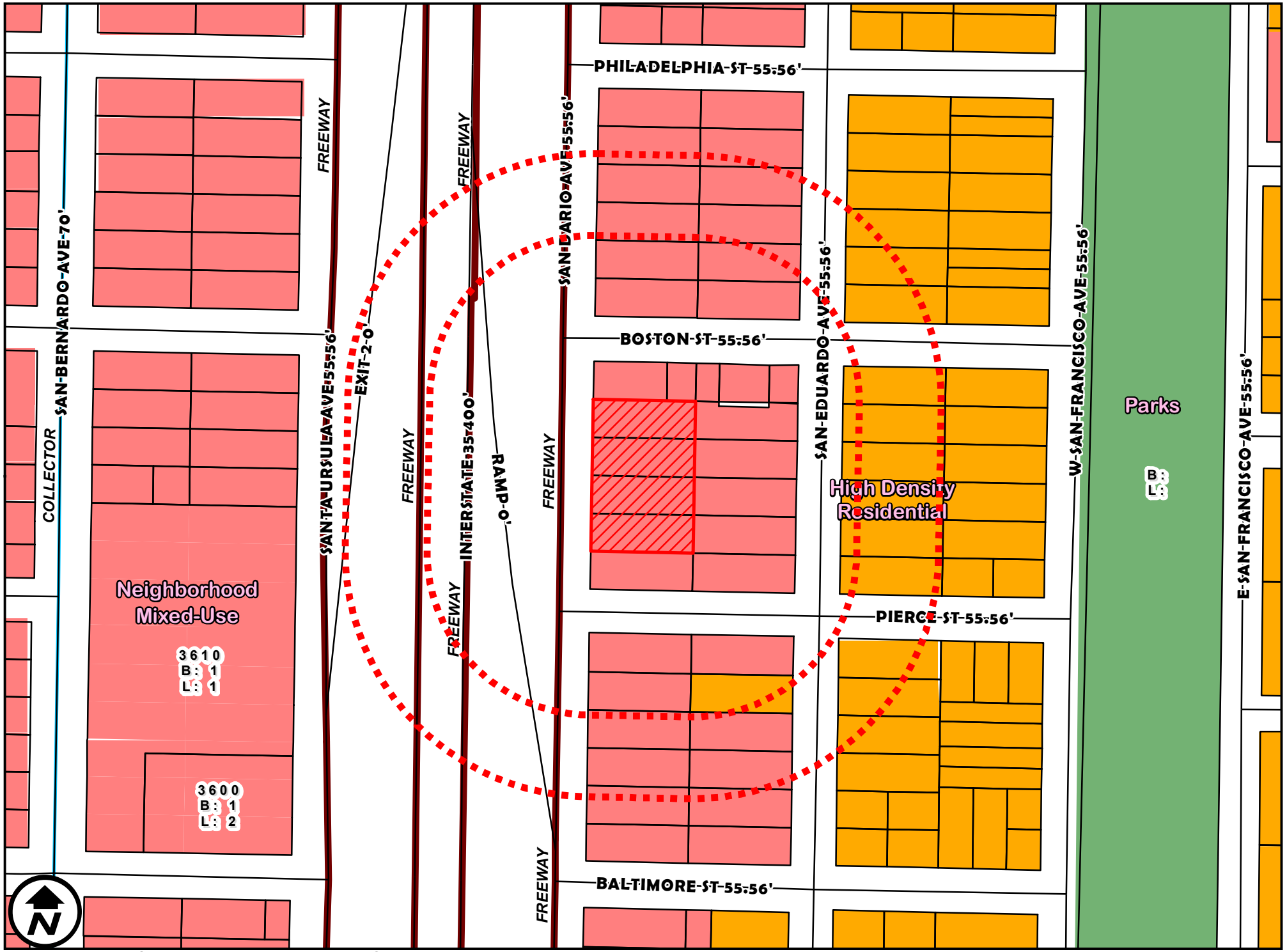


ZONING OVERVIEW

1 inch = 300 feet

ZC-057-2025
COUNCIL DISTRICT 8
3703, 3715, AND 3717 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)

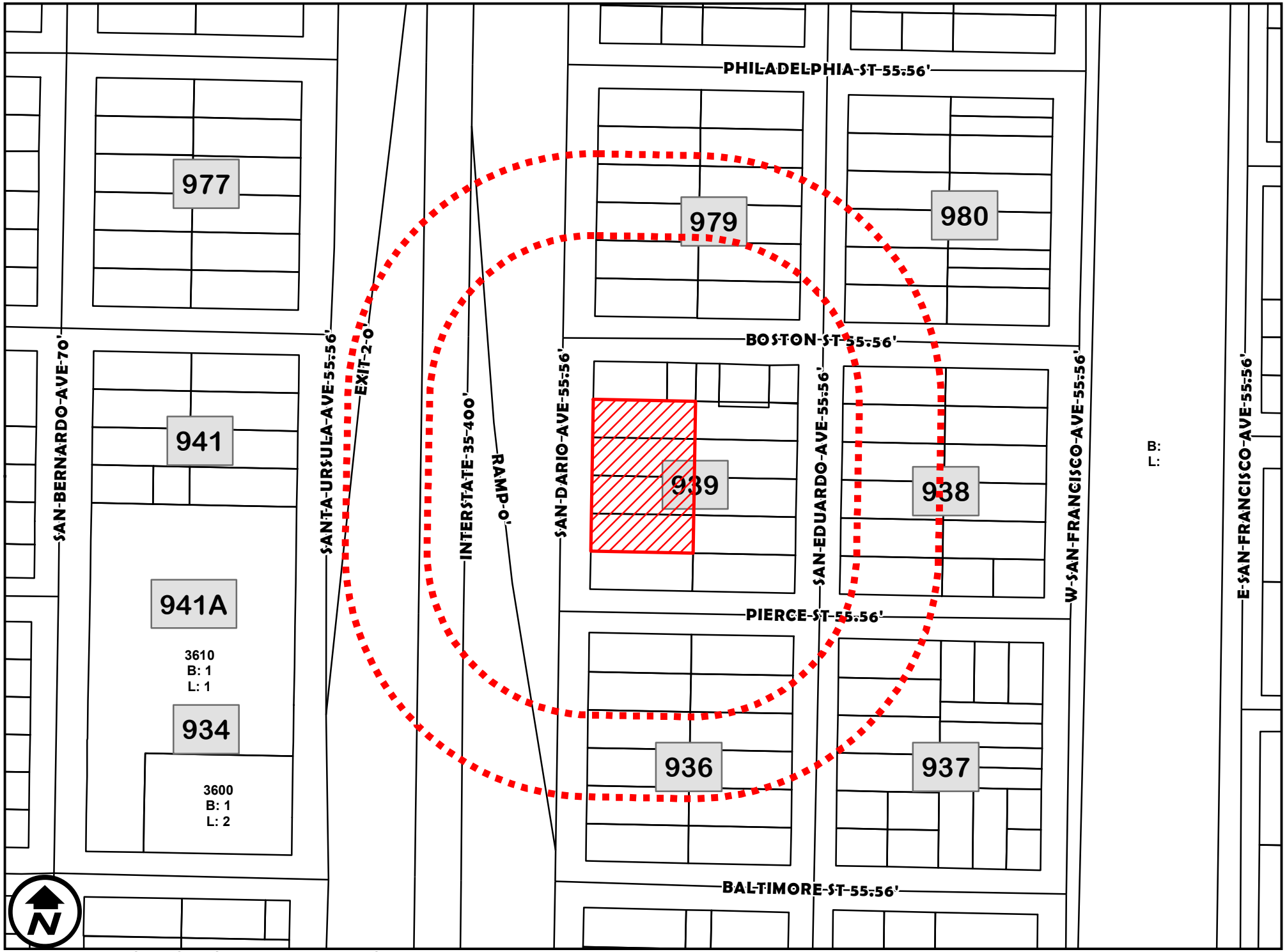


FUTURE LANDUSE

1 inch = 150 feet

ZC-057-2025
COUNCIL DISTRICT 8
3703, 3715, AND 3717 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-057-2025
COUNCIL DISTRICT 8
3703, 3715, AND 3717 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)

ZC-057-2025
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

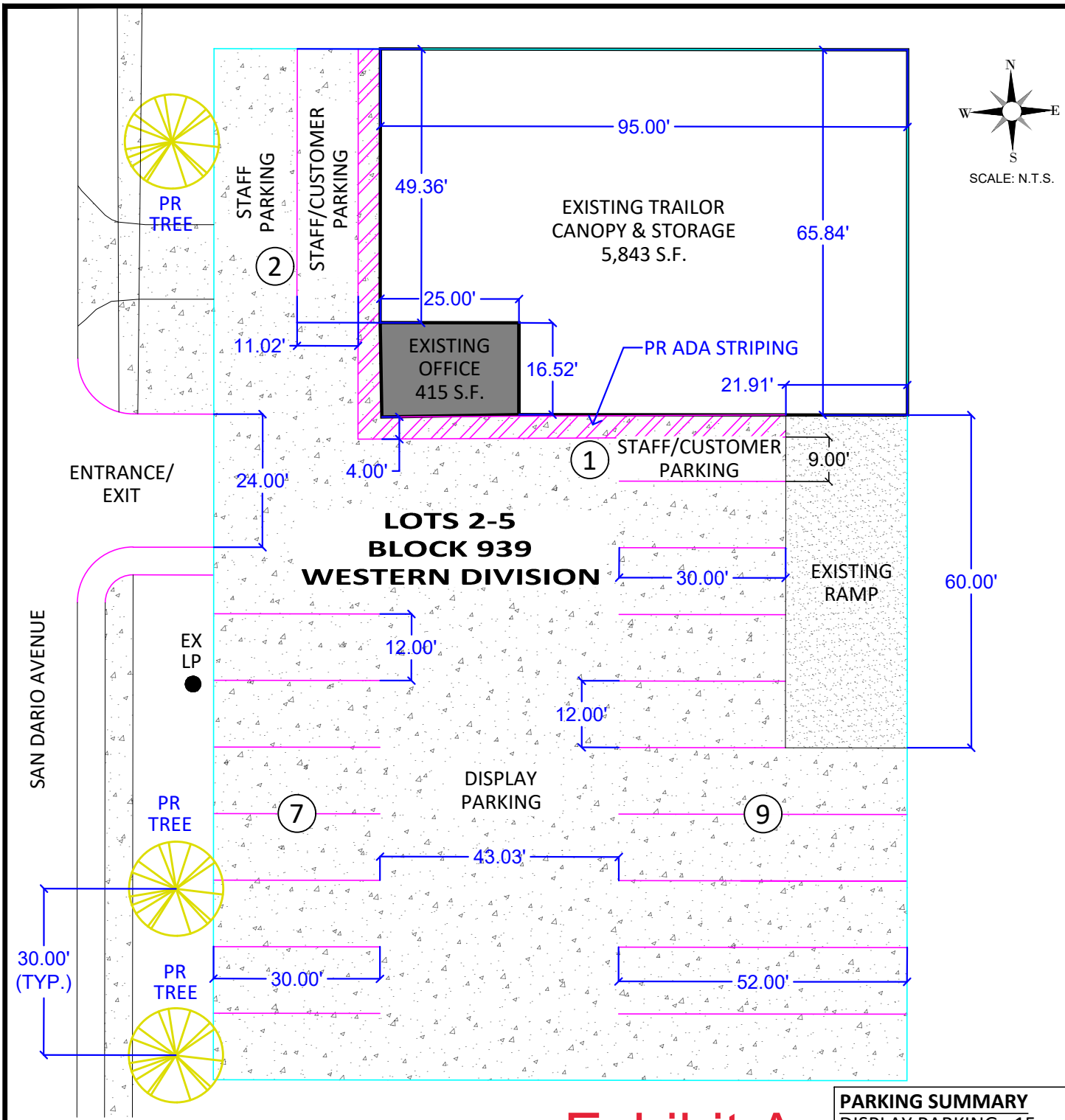


Exhibit A

PARKING SUMMARY
DISPLAY PARKING= 15
STAFF PARKING= 3
CUSTOMER PARKING= 2

STATE OF TEXAS
VICTOR J. LINARES
107499
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY VICTOR J. LINARES, P.E., #107499 ON 6/30/2025 FOR THE PURPOSE OF CUP APPLICATION EXHIBIT USE ONLY.

EXISTING SITE PLAN @ 3715 SAN DARIO AVE & 3703 SAN DARIO AVE

SABIO ENGINEERING & ASSOCIATES PLLC
TBPE Reg. #: F-23802
Office: (956) 251-2808
6999 McPherson Rd., Ste. 329, Office #6
Laredo, TX 78041

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY) ON LOTS 2,3,4,5, BLOCK 939, WESTERN DIVISION, LOCATED AT 3703, 3715, AND 3717 SAN DARIO AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue; 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 July 17, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on August 18, 2025 on the request and finds the conditional use permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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 authorizing the issuance of a Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue.

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: 8/18/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 7.**

SUBJECT
Public Hearing and Introductory Ordinance, amending the City of Laredo Land Development Code Section 24.63, entitled “Permitted Land Uses”, to clarify that the Storage of Flammable and Explosive Products are allowed in M-2 zoning district and in M-1 zoning districts with a special use permit, providing that this ordinance shall be cumulative, providing for severability clause, and providing for publication and effective date.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City of Laredo Land Development Code Section 24.63.2, entitled “Permitted Land Uses,” currently does not identify the storage of flammable and explosive products as a separate use classification. This absence has created uncertainty regarding whether such use is allowed. To address this issue, the proposed amendment resolves this by clarifying distinctively in the City Laredo Land Development Code Section 24.63.2, entitled “Permitted Land Uses,” the storage of flammable and explosive products is permitted in M-2 (Heavy Manufacturing District) zoning districts and permitted in M-1 (Light Manufacturing District) zoning districts through the issuance of a Special Use Permit (SUP).

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the Ordinance.

STAFF RECOMMENDATION
Staff recommends approval of the Ordinance.

ORDINANCE NO.

AMENDING THE CITY OF LAREDO LAND DEVELOPMENT CODE SECTION 24.63.2, ENTITLED "PERMITTED LAND USES" TO CLARIFY THE STORAGE OF FLAMMABLE AND EXPLOSIVE PRODUCTS ARE ALLOWED IN M-2 ZONING DISTRICTS AND IN M-1 ZONING DISTRICTS WITH A SPECIAL USE PERMIT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, the Laredo Land Development Code Section 24.63.2 entitled "Permitted Land Uses" does not currently identify the Storage of Flammable and Explosive Products; and,

WHEREAS, the Storage of Flammable and Explosive Products are to be permitted on an M-2 zoning district and on an M-1 zoning districts with a special use permit; and,

WHEREAS, the absence of this specification leads to confusion regarding the permissibility of such uses; and,

WHEREAS, the amendments proposed herein provide for the orderly and healthful development of the City of Laredo; and,

WHEREAS, the creation of said requirement has been deemed necessary and appropriate; and,

WHEREAS, the Planning and Zoning Commission, after a discussion on July 17, 2025 has recommended the City Council of the City of Laredo approve this amendment to the City of Laredo Land Development Code; and,

WHEREAS, notice of the ordinance amendment 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 August 18, 2025 on this amendment and finds this ordinance appropriate and consistent with the General Plan of the City of Laredo and in the best interest of the public health safety and welfare.

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

Section 1. City of Laredo Land Development Code Section 24.63.2 entitled "Permitted Land Uses" is hereby amended to read as follows:

Section 24.63

Section 24.63. Permitted Uses

Residential Districts											MANUFACTURING MINING / CONSTRUCTION	Non-Residential Districts								
AG	R-1	R-1A	R-1B	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
										7389	Salvage and/or Reclamation (Outdoors)								S	S	S
										7692	Welding Shop								X	X	X
										7699	Engine Repair/Motor Manufacturing								X	X	X
											Re-Manufacturing and/or Repair								X	X	X
										3599	Machine Shop								X	X	X
										3670	Electronic Assembly								X	X	X
										3471	Plating Establishments								X	X	X
											Storage and handling of hazardous materials								S	X	
											Storage of Flammable and Explosive products								*S*	*X*	

LEGEND:

X	Permitted
S	Special Use Permit

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 98-O-169, 7/6/98; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

Land Use Charts

Page: IV-24

City of Laredo, Texas

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

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

the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

Section 5. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 6. This Ordinance shall become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Laredo.

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: 8/18/2025 **Public Hearing & Introductory Ordinance 1.**

SUBJECT
An ordinance amending Ordinance # 2023-O-200 authorizing the City Manager to grant a non-exclusive franchise to Ramco Waste, LLC DBA Frontera Waste to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and an effective date. Franchise fees will be deposited in the General Fund.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The applicant has requested a nonexclusive franchise agreement from the City of Laredo for the purpose of operating a commercial container refuse gathering and disposal service. The applicant is starting a new business that requires a franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Passage of the Ordinance

Fiscal Impact

Fiscal Year: 2025
Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
Franchise will pay 4% of gross revenues on a quarterly basis to the general fund account 101-0000-381-1220.

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE # 2023-O-200 AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO RAMCO WASTE, LLC DBA FRONTERA WASTE TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.01 of the Laredo City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of Laredo is authorized by Section 8.02 of the Laredo City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of Laredo requires in City Code Section 14.9 J that all collectors of municipal solid waste are required to enter into a franchise agreement with the City; and,

WHEREAS, Ramco Waste, LLC DBA Frontera Waste reference Ordinance No# 2023-O-200 is being amended to include the DBA Frontera Waste and is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and

WHEREAS, Ramco Waste, LLC DBA Frontera Waste and has agreed to the terms of the Solid Waste Franchise Agreement in return for the City's grant of a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of Laredo is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance and its Exhibit "A" are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power.

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

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The terms and conditions of the Non-Exclusive Franchise Agreement under which Ramco Waste, LLC DBA Frontera Waste shall be granted the non-exclusive rights to provide solid waste collection and

disposal services are found to be acceptable and in the best interests of the City and its citizens, and are hereby in all things approved.

Section III. The City Manager, or his designee, is hereby authorized to execute the Non-Exclusive Franchise Agreement and all other documents in connection therewith on behalf of the City, substantially according to the terms and conditions set forth in the Agreement.

Section IV. Any provision of any Ordinance of the City of Laredo, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Laredo codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. Pursuant to Section 8.03 of the Laredo City Charter, this Ordinance shall be read at three (3) separate regular meetings of the City Council; shall not be finally passed until thirty (30) days after its first reading; and shall not take effect until sixty (60) days after its final adoption.

Section VI. The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, Ramco Waste, LLC DBA Frontera Waste., in a newspaper of general circulation within five (5) days following each of the readings thereof.

PASSED BY THE CITY COUNCIL 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:

_____
DOANH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this__day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and Ramco Waste, LLC DBA Frontera Waste a Texas limited liability company with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

RECITALS

WHEREAS, the City desires to provide commercial establishments within its corporate city limits with Solid Waste and Recyclable Materials collection, transport and disposal services by engaging an independent contractor to perform such services; and

WHEREAS, the City desires to engage Contractor to provide the services set out herein and Contractor desires to render the services provided for herein in accordance with the terms and conditions more specifically described hereunder.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained and other good and valuable consideration, the Parties mutually agree as follows:

I. FRANCHISE GRANT

GRANTOR does hereby grant to GRANTEE, its successors and assigns, the non-exclusive right, privilege and franchise to construct, maintain and operate a commercial container refuse gathering and disposing service within the City of Laredo, and for that purpose to have, acquire, construct, maintain and operate in and upon the present and, future streets, alleys, highways, parkways and

other public places of the City of Laredo a service of commercial container refuse gathering vehicles and the necessary or desirable appurtenances to be located on private property only in order to supply refuse gathering and disposal services to the City of Laredo, and the inhabitants hereof for the considerations and subject to the conditions, terms, duties, obligations, and limitations expressed in this Ordinance.

II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of Ten (10) years ending at midnight on the_____day of_____, 2035.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review

by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may 5be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance. Monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
30 Yds	$75.00	$245.00	$46.50

Front Loader Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
8 Yds	$75.00	$200.00	$46.50
6 Yds	$75.00	$175.00	$46.50
4 Yds	$75.00	$165.00	$46.50
2 Yds	$75.00	$125.00	$46.50

Plus all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT

OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of

not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It

is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **Ramco Waste, LLC DBA Frontera Waste**
c/o Carlos H. Ramirez
P.O. Box 451769
Laredo, TX. 78045

XVI. OFFICE

GRANTEE shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 a.m. to 5:00 p.m. each and every day except for Saturday, Sunday and holidays which are recognized by the City for its general employees. Any telephone call received by GRANTEE shall be given prompt and courteous attention.

XVI. INTERRUPTION OF SERVICE

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, GRANTOR shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, GRANTOR shall have the right to terminate the rights and privileges granted in this franchise.

XVII. DEFAULT AND TERMINATION

A. The occurrence of any of the following shall be an event of default under this Agreement:

1). The GRANTEE has failed or refused to perform or observe the terms, provisions, conditions or covenants in this Agreement, or has wrongfully failed or refused to comply with the instructions of GRANTOR.

2). The GRANTEE has failed to comply with all local, state and federal laws governing the service provided under this Agreement, or GRANTEE's loss of or failure obtain any license, permit, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the GRANTEE's operations under this Agreement or pay any fee associated therewith; or

4). Filing by the GRANTEE of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against GRANTEE, or in the event GRANTEE makes an assignment for the benefit of creditors, the GRANTEE shall not assert or list this Agreement as an asset of such action.

B. If the GRANTEE defaults under section A above for a period of 30 days after the GRANTEE has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the GRANTEE's rights and privileges granted by this Agreement are terminated subject to City Council ratifying ordinance; provided that if the GRANTEE is alleged to be in violation of any material provision of this Agreement other than the payment of any fee due hereunder and if the GRANTEE commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and shall

thereafter prosecute the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

C. The City may terminate this Agreement for an uncured default after notice and opportunity to cure as provided in sections A and B above. Termination is final upon the effective date of City Council adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section B above shall recite that City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The GRANTEE shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the GRANTEE may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the GRANTEE to City shall immediately become due and payable and GRANTEE's obligation to pay such sums shall survive the termination of this Agreement.

D. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against GRANTEE; (b) or pursue such other remedies as may be available to the City at law or in equity.

XVIII. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS AGREEMENT ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS AGREEMENT THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1). FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION VII. ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2). FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS AGREEMENT, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3). FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. GRANTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO.

C. ANY PAYMENTS DUE TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION IV HEREIN.

XIX. VENUE

This agreement shall be governed by the laws of the State of Texas as to both interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Webb County, Texas.

XX. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstance, except for section 5 herein, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, void or invalidity, and all provisions are declared severable for that purpose.

XXI. CAPTIONS

Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

XXII. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the terms and conditions

or to exercise any rights or remedies accruing hereunder upon a default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be affected by a written instrument signed by the Director or Grantee, and approved by City Council.

XXIII. SAVINGS CLAUSE

All rights and remedies of the City of Laredo are expressly saved as to any and all of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

XXIV. WRITTEN AMENDMENT

This Agreement may be amended only by an ordinance duly adopted by the City Council.

XXV. EFFECTIVE DATE

This Franchise, having been published as required by the Charter of the City of Laredo, shall become effective on the 61st day following its final adoption by the City Council.

ACCEPTED AND AGREED TO ON BEHALF OF Ramco Waste, LLC DBA Frontera Waste

By: _____

Carlos H. Ramirez
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2025.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Mario I. Maldonado, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2025.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2025.

_____
Mario I. Maldonado, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

Exhibit A

Roll Off Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
30 Yds	$75.00	$245.00	$46.50

Front Loader Services:

Container Size	Delivery Fee	Hauling Fee	Tonnage Fee/Per Ton
8 Yds	$75.00	$200.00	$46.50
6 Yds	$75.00	$175.00	$46.50
4 Yds	$75.00	$165.00	$46.50
2 Yds	$75.00	$125.00	$46.50

Plus all applicable taxes

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 805158331 9/3/2024
Document #: 1399050460003
Image Generated Electronically
for Web Filing

ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Frontera Waste

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

Ramco Waste, LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **09/03/2034**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

P. O. Box 451769, Laredo, TX, USA 78045

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES LISTED BELOW:
ATASCOSA, BROOKS, DIMMIT, DUVAL, FRIO, HIDALGO, JIM HOGG, JIM WELLS, KINNEY, LA SALLE, MAVERICK, MCMULLEN, MEDINA, STARR, UVALDE, VAL VERDE, WEBB, ZAPATA, ZAVALA,

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Ramco Waste, LLC

Name of the entity

By: **Carlos Ramirez**

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

FILING OFFICE COPY

City of Laredo

City Council

Meeting Date: 8/18/2025 **Public Hearing & Introductory Ordinance 2.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY2024-2025 City of Laredo Detoxification Center budget by increasing and appropriating revenues and expenditures in the amount of $185,220.00. The Texas Opioid Abatement Fund Council was formed to ensure that money recovered through the statewide opioid settlement agreements is allocated fairly and spent to put an end to the opioid crisis in Texas Opioid Abatement Fund. These funds are available in the Detoxification Center Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Level of Alignment

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

Supporting Goal(s)/Policy(ies)

Policy 7.2.1

"Support and expand programs that address substance abuse, addiction, and mental health issues in the community."
Page: 7.23
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: This budget amendment directly supports Policy 7.2.1 by providing financial resources to the City of Laredo Detoxification Center, which is a core local program that addresses substance abuse and addiction treatment.

Goal 7.2

"Ensure access to preventive care and treatment of behavioral health, including mental health and substance abuse services."
Page: 7.23
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The allocation of funds supports this goal by enabling continuity or expansion of detoxification services, which are foundational components of behavioral health care and recovery support.

Policy 7.1.3

"Collaborate with public, private, and nonprofit sectors to improve access to affordable and quality healthcare services."
Page: 7.22
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The funding allocation could be used in coordination with healthcare partners or service providers, which aligns with the Plan's emphasis on cross-sector collaboration in healthcare.

Summary of alignment: The agenda item to amend the FY2024-2025 budget for the City of Laredo Detoxification Center in the amount of $185,220.00 demonstrates **strong alignment** with the *Viva Laredo Comprehensive Plan*. Specifically, it directly fulfills **Policy 7.2.1** and **Goal 7.2**, which prioritize addressing substance abuse and ensuring behavioral health treatment. Additionally, the funding action intersects with **Policy 7.1.3** regarding inter-agency collaboration for healthcare access. This action supports broader planning themes such as **public health**, **equity**, and **wellness infrastructure** by strengthening essential treatment services for vulnerable populations.

Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan* and were matched with the agenda item to determine alignment. No conflicting or contradictory policies were identified.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The OAFC was formed to ensure that money recovered through the statewide opioid settlement agreements is allocated fairly and spent to put an end to the opioid crisis in Texas.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	FY 25
Budgeted Y/N?:	N
Source of Funds:	Texas Treasury Trust - Texas Opioid Abatement Fund
Account #:	274-7411-327-9061
Change Order: Exceeds 25% Y/N:	NO

FINANCIAL IMPACT:
Funds are available in the Deferred Revenues account 274-0000-222-0200, and will be appropriated in Revenue account 274-7411-327-9061 and multiple Expense accounts 274-7411, Project DEOS01.

City of Laredo

City Council

Meeting Date: 8/18/2025 **Public Hearing & Introductory Ordinance 3.**

SUBJECT
Public Hearing and Introductory Ordinance of the City of Laredo, Texas, authorizing the City Manager to accept and appropriate revenues in the amount of $1,735.561.00 and expenditures in the amount of $1,822,339.00 annually for Treatment for Adults, with a 5% match, for the Detoxification Department for the term period from September 1, 2025 through August 31, 2030. The total amount of the grant will not exceed $9,111,695.00; this includes the system agency share of $8,677,805.00 and grantee's required match amount of $433,890.00 for the life of the grant. Funds will be accounted for in the Detoxification Department Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:

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

Supporting goal(s)/policy(ies):

Goal 7.2

"Ensure access to preventive care and treatment of behavioral health, including mental health and substance abuse services."
Page: 7.23
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: This grant directly enables the continuation and potential expansion of adult treatment services for substance abuse over a five-year period. The scope and scale of this funding commitment reflect the city's sustained focus on improving behavioral health access.

Policy 7.2.1

"Support and expand programs that address substance abuse, addiction, and mental health issues in the community."
Page: 7.23
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: The agenda item fulfills this policy by directly funding adult treatment services administered by the Detoxification Department, which aligns precisely with the policy's intent to expand substance abuse treatment in the community.

Policy 7.1.3

"Collaborate with public, private, and nonprofit sectors to improve access to affordable and quality healthcare services."
Page: 7.22

Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance: This agenda item is consistent with Policy 7.1.3 by executing a funding partnership between the City and the system agency to improve healthcare access through a long-term commitment to adult detoxification and treatment services.

Summary of alignment:

This agenda item demonstrates **strong alignment** with the *Viva Laredo Comprehensive Plan* by fulfilling **Goal 7.2** and **Policies 7.2.1** and **7.1.3**, all of which emphasize expanding behavioral health and substance abuse treatment. The acceptance and appropriation of a multi-year grant totaling over $9 million enables the Detoxification Department to address pressing public health needs in a sustained, strategic manner.

This action contributes to broader **planning themes** including:

- **Public Health and Wellness**
- **Health Equity for Vulnerable Populations**
- **Cross-Sector Collaboration**
- **Sustainable Infrastructure for Human Services**

The 5-year term and matching funds underscore a long-term policy commitment and partnership model that reflect the Plan's implementation strategies.

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. No conflicting goals or policies were identified. The agenda item fully supports the health and equity vision articulated in Chapter 7 of the Plan.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Detoxification Department provides medically monitored withdrawal inpatient treatment services to adults experiencing substance use dependency. Among the goals have been to seek grant funding to aid in the operations of the center to provide services to uninsured and underinsured individuals.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year: FY25-26

Budgeted Y/N?:	N
Source of Funds:	TX HHSC
Account #:	274-7413
Change Order: Exceeds 25% Y/N:	Y

FINANCIAL IMPACT:
Funds will allow the program to serve individuals who are uninsured or underinsured. Project Code DETS01. Revenues will be 274-7413-323-6305 & expenses in 274-7413.

Docusign Envelope ID: A6EE8676-BB24-4FBF-85A7-0A6232B27A52

SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT
CONTRACT NO. HHS001535500049
UNDER THE
TREATMENT SERVICES GRANT PROGRAM

The parties to this agreement ("Grant Agreement" or "Contract") are the **Health and Human Services Commission** ("System Agency") and **City of Laredo DBA ROOTS Recovery Center** ("Grantee"), having its principal office at 1110 Houston St, Laredo, TX 78040 (each a "Party" and collectively the "Parties").

I. PURPOSE

The purpose of this Grant Agreement is for the Grantee to provide substance use treatment and behavioral health services to eligible participants to promote and support recovery. The programs: Treatment for Adults (TRA), Treatment for Females (TRF) and Treatment for Youth (TRY) will increase evidence-based treatment options across the State of Texas to reduce the use of substances, foster active participation in services, and support engagement in recovery.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to provisions of the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS), under Article 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service (PHS) Act. In addition, this Grant Agreement is authorized under Texas Government Code, Chapter 531, Title 4, Subtitle I.

III. DURATION

This Grant Agreement is effective on September 1, 2025, and terminates on August 31, 2030, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

Notwithstanding the limitation in the preceding paragraph and with at least 30 calendar days' advance written notice to Grantee, at the end of the Grant Agreement term, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State for up to 12 months, in one-month intervals, at the then-current Contract rate(s), if applicable, as modified during the term of the Contract.

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IV. SCOPE OF GRANT PROJECT

The Request for Applications (RFA), including all addenda, is incorporated into and made a part of this Grant Agreement for all purposes and included as **Attachment A**.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **$9,111,695.00**

This includes the System Agency share of **$8,677,805.00** and Grantee's required match amount of **$433,890.00**.

The allocations for each fiscal year of this Grant Agreement are documented below.

State Fiscal Year (FY) 2026 (September 1, 2025- August 31, 2026) allocations are as follows:

Program ID	FY 2026 System Agency Share	FY 2026 Required Match	FY 2026 Total Contract Value
TRA	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**
TRY	**$0.00**	**$0.00**	**$0.00**
TRF	**$0.00**	**$0.00**	**$0.00**
TOTAL:	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**

State FY 2027 (September 1, 2026- August 31, 2027) allocations are as follows:

Program ID	FY 2027 System Agency Share	FY 2027 Required Match	FY 2027 Total Contract Value
TRA	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**
TRY	**$0.00**	**$0.00**	**$0.00**
TRF	**$0.00**	**$0.00**	**$0.00**
TOTAL:	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**

State FY 2028 (September 1, 2027- August 31, 2028) allocations are as follows:

Program ID	FY 2028 System Agency Share	FY 2028 Required Match	FY 2028 Total Contract Value
TRA	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**
TRY	**$0.00**	**$0.00**	**$0.00**
TRF	**$0.00**	**$0.00**	**$0.00**
TOTAL:	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**

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State FY 2029 (September 1, 2028- August 31, 2029) allocations are as follows:

Program ID	FY 2029 System Agency Share	FY 2029 Required Match	FY 2029 Total Contract Value
TRA	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**
TRY	**$0.00**	**$0.00**	**$0.00**
TRF	**$0.00**	**$0.00**	**$0.00**
TOTAL:	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**

State FY 2030 (September 1, 2029- August 31, 2030) allocations are as follows:

Program ID	FY 2030 System Agency Share	FY 2030 Required Match	FY 2030 Total Contract Value
TRA	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**
TRY	**$0.00**	**$0.00**	**$0.00**
TRF	**$0.00**	**$0.00**	**$0.00**]
TOTAL:	**$1,735,561.00**	**$86,778.00**	**$1,822,339.00**

The total not-to-exceed amount includes the following:

Total Federal Funds: **$8,677,805.00**
Total State Funds: **$0.00**

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FISCAL REQUIREMENTS**.

VI. REPORTING REQUIREMENTS

The table below documents all reporting requirements for all Treatment programs. (If specific fiscal years are not stated under "Due Date," then that report is considered due every fiscal year.)

The Grantee can identify the reports required to be submitted by referencing **Attachment A**.

REPORT NAME	FREQUENCY	DUE DATE	SUBMISSION METHOD
Implementation Plans	Annually	FY27- FY30 June 15th	CMBHS

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Quarterly Activity Reports	Quarterly	Each FY Q1: December 15th Q2: March 15th Q3: June 15th Q4: September 15th	CMBHS
Quality Management Monitoring Report	Annually	End of Each FY September 15th	CMBHS
Security Attestation Form and List of Authorized Users	Semi-Annually	Each FY September 15th March 15th	CMBHS
Match and Program Income Report	Quarterly	Each FY & Program Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS
Contract Contact Certifications	Semi-Annually	Each FY September 15th March 15th	CMBHS
Financial Statement	Annually	Each FY Six months after Grantee's fiscal year-end date	CMBHS
FY Close-out	Annually	Each FY& Program October 15th	CMBHS

VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency	**Grantee**
Sal Bursiaga Health and Human Services Commission 4601 W. Guadalupe Street Austin, Texas 78751 SUD.Contracts@hhs.texas.gov	Dr. San Juana Viviana Martinez City of Laredo DBA ROOTS Recovery Center 1110 Houston St Laredo, TX 78040 svmartinez@ci.laredo.tx.us

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VIII. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

IX. FEDERAL AWARD INFORMATION

Grantee's Unique Entity Identifier is: **HWX7C56NNUV1**

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): 1B08TI087067

A. Assistance Listings Title, Number, and Dollar Amount:
- Substance Use Prevention, Treatment, and Recovery Services Block Grant – 93.959 – $163,037,013

B. Federal Award Date: 7/22/2024
C. Federal Award Period: 10/01/2023—9/30/2025
D. Name of Federal Awarding Agency: Health and Human Services Commission
E. Federal Award Project Description: Substance Use Prevention, Treatment, and Recovery Services Block Grant objective is to help plan, implement, and evaluate activities that prevent and treat substance use.
F. Awarding Official Contact Information: Linda Fulton
Program Official

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linda.fulton@samhsa.hhs.gov
240-276-1573

G. Total Amount of Federal Funds Awarded to System Agency: $163,037,013

H. Amount of Funds Awarded to Grantee: **$8,677,805.00**

Note: a portion of grant funds may come from state general revenue. At the close of the fiscal year budget period, System Agency will provide notification providing final expenditures by method of finance.

I. Identification of Whether the Award is for Research and Development: No

X. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

ATTACHMENT A –	**TREATMENT SERVICES SCOPE OF GRANT PROJECT**
ATTACHMENT A-1 –	**PERFORMANCE MEASURE REQUIREMENTS**
ATTACHMENT A-2 –	**CMBHS REQUIREMENTS**
ATTACHMENT B –	**FISCAL REQUIREMENTS**
ATTACHMENT C –	**CONTRACT AFFIRMATIONS V.2.5**
ATTACHMENT D –	**UNIFORM TERMS AND CONDITIONS – GRANT V. 3.5**
ATTACHMENT E –	**DATA USE AGREEMENT V. 8.5**
ATTACHMENT F –	**ADDITIONAL PROVISIONS**
ATTACHMENT G –	**FEDERAL ASSURANCES**
ATTACHMENT H –	**CERTIFICATION REGARDING LOBBYING**
ATTACHMENT I –	**FFATA CERTIFICATION FORM**
ATTACHMENT J –	**SYSTEM RFA NO. HHS0015355 INCLUDING ALL ADDENDA**
ATTACHMENT K –	**GRANTEE'S RFA RESPONSE**
ATTACHMENT K-1 –	**FY26 EXCEPTION TO IMPLEMENTATION PLAN FOR SERVICES**

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XI. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: A6EE8676-BB24-4FBF-85A7-0A6232B27A52

SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,
CONTRACT NO. HHS001535500049

SYSTEM AGENCY	**GRANTEE**
	Signed by: San Juana Viviana Martinez 51E7643E0E444A7...
Signature	Signature San Juana Viviana Martinez
	Detoxification Director
	August 7, 2025
Date of Signature:	Date of Signature:

ORDINANCE 25-1464

PUBLIC HEARING AND INTRODUCTORY ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROPRIATE REVENUES IN THE AMOUNT OF $1,735.561.00 AND EXPENDITURES IN THE AMOUNT OF $1,822,339.00 ANNUALLY FOR TREATMENT FOR ADULTS, WITH A 5% MATCH, FOR THE DETOXIFICATION DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2030. THE TOTAL AMOUNT OF THE GRANT WILL NOT EXCEED $9,111,695.00; THIS INCLUDES THE SYSTEM AGENCY SHARE OF $8,677,805.00 AND GRANTEE'S REQUIRED MATCH AMOUNT OF $433,890.00 FOR THE LIFE OF THE GRANT. FUNDS WILL BE ACCOUNTED FOR IN THE DETOXIFICATION DEPARTMENT FUND.

WHEREAS, the City of Laredo obtained funds from the Health and Human Services Commission to the Detoxification Department, ROOTS Recovery Center, to provide voluntary inpatient medically monitored withdraw substance use treatment; and

WHEREAS, in order to adequately address these growing concerns within our community, the City Council deems it necessary to address substance use with the primary purpose of administering local and state laws pertaining to substance use treatments; and

WHEREAS, after careful consideration of this matter, the City Council deems it advisable, and in the best interest of the general welfare of the City and its citizens, to amend the budget of the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____

AMBER HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 8/18/2025 **Introductory Ordinance 4.**

SUBJECT
Authorizing the City Manager to execute a First Amendment to License Agreement ("License") by and between the City of Laredo, a municipal corporation ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), dated August 13, 2011 and attached hereto; to modify licensed premises for the installation of a Generator, including a concrete pad and back-up power supply, etc. Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencing of the effective date; all other terms and conditions remain in full force and effect.

PREVIOUS COUNCIL ACTION
License Agreement approved on July 16, 2012.

BACKGROUND
Licensor and Licensee entered into a License Agreement dated August 13, 2011, whereby Licensor licensed to Licensee space on the tower located at 7803 Mines Road, Laredo, Webb County, Texas, for the placement of antenna facilities and a portion of the property for the location of an equipment building or equipment cabinet and related facilities associated with the antenna facilities. Licensee desires to amend license agreement to modify premises by an approximate forty (40) square feet for the installation of a generator, including a concrete pad and back-up power supply, etc.

Licensor and Licensee agree and acknowledge that Tenant's current annual rent of $24,976.00 shall increase by Five Hundred Dollars ($500.00) per month upon commencement of the effective date and subject to a 4% escalator.

All other terms and conditions of the License Agreement remain in full force and effect.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	101-0000-361-2006
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencement of the effective date.

COUNCIL COMMUNICATION

DATE: 08/18/25	**SUBJECT: INTRODUCTORY ORDINANCE** Authorizing the City Manager to execute a First Amendment to License Agreement ("License") by and between the City of Laredo, a municipal corporation ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), dated August 13, 2011 and attached hereto; to modify licensed premises for the installation of a Generator, including a concrete pad and back-up power supply, etc. Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencing of the effective date; all other terms and conditions remain in full force and effect.

INITIATED BY: Steve E. Landin, Assistant City Manager	**STAFF SOURCE:** Jose C. Rivera Information Services & Telecommunications Director

PREVIOUS COUNCIL ACTION: License Agreement approved on July 16, 2012.

BACKGROUND: Licensor and Licensee entered into a License Agreement dated August 13, 2011, whereby Licensor licensed to Licensee space on the tower located at 7803 Mines Road, Laredo, Webb County, Texas, for the placement of antenna facilities and a portion of the property for the location of an equipment building or equipment cabinet and related facilities associated with the antenna facilities. Licensee desires to amend license agreement to modify premises by an approximate forty (40) square feet for the installation of a generator, including a concrete pad and back-up power supply, etc.

Licensor and Licensee agree and acknowledge that Tenant's current annual rent of $24,976.00 shall increase by Five Hundred Dollars ($500.00) per month upon commencement of the effective date and subject to a 4% escalator.

All other terms and conditions of the License Agreement remain in full force and effect.

FINANCIAL IMPACT: Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencement of the effective date.

COMMITTEE RECOMMENDATION: N/A	**STAFF RECOMMENDATION:** Staff recommends approval.

ORDINANCE 2025-O-

AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO LICENSE AGREEMENT ("LICENSE") BY AND BETWEEN THE CITY OF LAREDO, A MUNICIPAL CORPORATION ("LICENSOR"), AND NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("LICENSEE"), DATED AUGUST 13, 2011 AND ATTACHED HERETO; TO MODIFY LICENSED PREMISES FOR THE INSTALLATION OF A GENERATOR, INCLUDING A CONCRETE PAD AND BACK-UP POWER SUPPLY, ETC. RENT SHALL INCREASE BY FIVE HUNDRED DOLLARS ($500.00) PER MONTH UPON COMMENCING OF THE EFFECTIVE DATE; ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

WHEREAS, the City of Laredo entered into a license agreement with Licensee wherein Licensor leased to Licensee space on the tower located at 7803 Mines Road, Laredo, Webb County, Texas, for the placement of antenna facilities and a portion of the property for the location of an equipment building or equipment cabinet and related facilities associated with the antenna facilities, as authorized by Ordinance 2012-O-100, dated July 16, 2012.

WHEREAS, staff recommends that the City Council approve the proposed first amendment to the license agreement between the City of Laredo, Texas ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), to amend licensed premises by approximately forty (40) square feet at the Water Tower located at 7803 Mines Road, Laredo, Webb County, Texas and being more fully described in Exhibit "A" of License Agreement, for the installation of a Generator, including a concrete pad and back-up power supply, etc., for use in connection with its communications business and in furtherance of the development of the City of Laredo Telecommunications infrastructure.

WHEREAS, the Information Services and Telecommunications Department finds that said license agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1. Authorizing the City Manager to execute a First Amendment to License Agreement ("License") by and between the City of Laredo, a municipal corporation ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), dated August 13, 2011 and attached hereto; to modify licensed premises for the installation of a Generator, including a concrete pad and back-up power supply, etc. Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencing of the effective date; all other terms and conditions remain in full force and effect.

Section 2. This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ___ DAY OF AUGUST 2025.

_____
By: Dr. Victor D. Trevino
MAYOR

ATTEST:

_____
By: Mario Maldonado, Jr,
CITY SECRETARY

APPROVED AS TO FORM:

Doanh "Zone" T. Nguyen
CITY ATTORNEY

_____
By: Rodolfo Morales, III
ASSISTANT CITY ATTORNEY

Market: RSTX
Cell Site Number: SXL04911
Cell Site Name: MINES ROAD
Fixed Asset Number: 10098310
Location of Site: 7803 MINES ROAD

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT dated as of the latter of the signature dates below ("Effective Date"), is by and between the City of Laredo, Texas, a municipal corporation ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Licensee**").

WHEREAS, Licensor and Licensee entered into a License Agreement dated August 13th, 2011, whereby Licensor Licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 7803 Mines Road, Laredo, Webb County, Texas ("Agreement"); and

WHEREAS, Licensor and Licensee desire, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **New Premises Area.** Licensor agrees to increase the size of the Premises Licensed to Licensee to accommodate Licensee's needs by approximately Forty (40) square feet. Upon the execution of this Amendment, Licensor licenses to Licensee the additional premises described on attached Exhibit A ("New Premises Area"), which Licensor understands to be approximately Forty (40) square feet. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit A. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.

2. **Generator.** Consistent with all applicable codes and standards, and Paragraph 16 of the Agreement, Licensee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Licensee shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Licensee, and Licensee shall have the obligation to remove the generator and pad at the conclusion of the Agreement. Licensee shall have the right to remove the generator, but must obtain prior written permission from Licensor to modify the generator or space.

3. **Rent.** Commencing on the Effective Date, the Base Rent of the Agreement shall be increased by Five Hundred Dollars ($500.00) per month, subject to further adjustments, including annual escalators as provided in the Agreement.

4. **Other.** Licensor represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Licensee's permitting and/or installation of a generator within the New Premises Area. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain any government approvals for Licensee's use of the New Premises Area under this Agreement and agrees, at Licensee's request, to reasonably assist Licensee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Licensee may use the generator in the manner set forth in applicable law. Licensee may terminate this Amendment by written notice to Licensor at any time, and the rent increase set forth in Section 3 shall be cancelled on a going forward basis following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Licensee shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Licensee fails to remove within such period and cessation of Licensee's operations at the New Premises Area shall be deemed abandoned. Licensee shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

5. Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

Notices. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

If to the Licensee:

a) To Licensee's Lease Administration Department via email at NoticeIntake@att.com; and

b) To Licensee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site # SXL04911
Cell Site Name: MINES ROAD
Fixed Asset #: 10098310
208 S. Akard Street
Dallas, TX 75202-4206

If to the Licensor via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid to:

a) City of Laredo
1110 Houston Street
Laredo, TX 78040

With copy to:

b) Information Services & Telecommunications
1102 Bob Bullock Loop
Laredo, TX 78043

And via email to:

c) Gerard Lavery Lederer
Gerard.Lederer@BBKlaw.com

Notices by email will be effective on the first calendar day after it was sent. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

6. **Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment. The rights granted to Licensee herein are in addition to and not intended to limit any rights of Licensee in the Agreement. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

LICENSOR	**LICENSEE**
City of Laredo, Texas a municipal corporation	New Cingular Wireless PCS, LLC, A Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____ _____, 20___, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of Fifth Properties, LLC., the company named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

_____
Notary Public: _____
My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____ _____, and acknowledged under oath that he/she is the _____ _____of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the LICENSEE named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

_____
Notary Public: _____
My Commission Expires: _____

EXHIBIT A

Additional Premises Area

See attached

LEGEND

NEW	PROPOSED
(E)	EXISTING
——— – ———	CENTER LINE
——— – – ———	PROPERTY LINE
———X———	FENCE LINE
- - - - - - - - -	EASEMENT LINE
——— OHP ———	OVERHEAD POWER
——— OHT ———	OVERHEAD TELCO
——— OHF ———	OVERHEAD FIBER
——— P ———	UNDERGROUND POWER CONDUIT
——— T ———	UNDERGROUND TELCO CONDUIT
——— F ———	UNDERGROUND FIBER CONDUIT
———HYBRID———	HYBRID CABLE
——— COAX ———	COAX CABLE
——— SF ———	SILT FENCE

NOTE:
SITE LAYOUT IS BASED ON SITE SKETCH FOR AT&T BY NEXIUS SOLUTIONS ,INC. DATED 09/01/22. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

FLOOD NOTE:
THE EXISTING SITE LIES IN FLOOD ZONE X, AREAS OF MINIMUM FLOOD HAZARD PER FIRM MAP NUMBER 48479C1185C WITH AN EFFECTIVE DATE OF 04/02/2008.

CONDUIT NOTE: ALL BURIED CONDUIT SHALL BE PVC SCHEDULE 80. ALL EXPOSED CONDUIT AND ALL CONDUIT ROUTED ACROSS THE TOPS OF SLABS AND PLATFORMS SHALL BE GALVANIZED RGS ON 1-5/8" UNISTRUT OR EQUIVALENT.

CLEARANCE NOTE: MINIMUM GENERATOR CLEARANCE MUST BE PROVIDED IN ACCORDANCE WITH THE MOST STRINGENT GOVERNING ADOPTED BUILDING CODE AND/OR THE MANUFACTURER'S SPECIFICATIONS AND DETAILS, WHICHEVER CRITERIA IS GREATER.

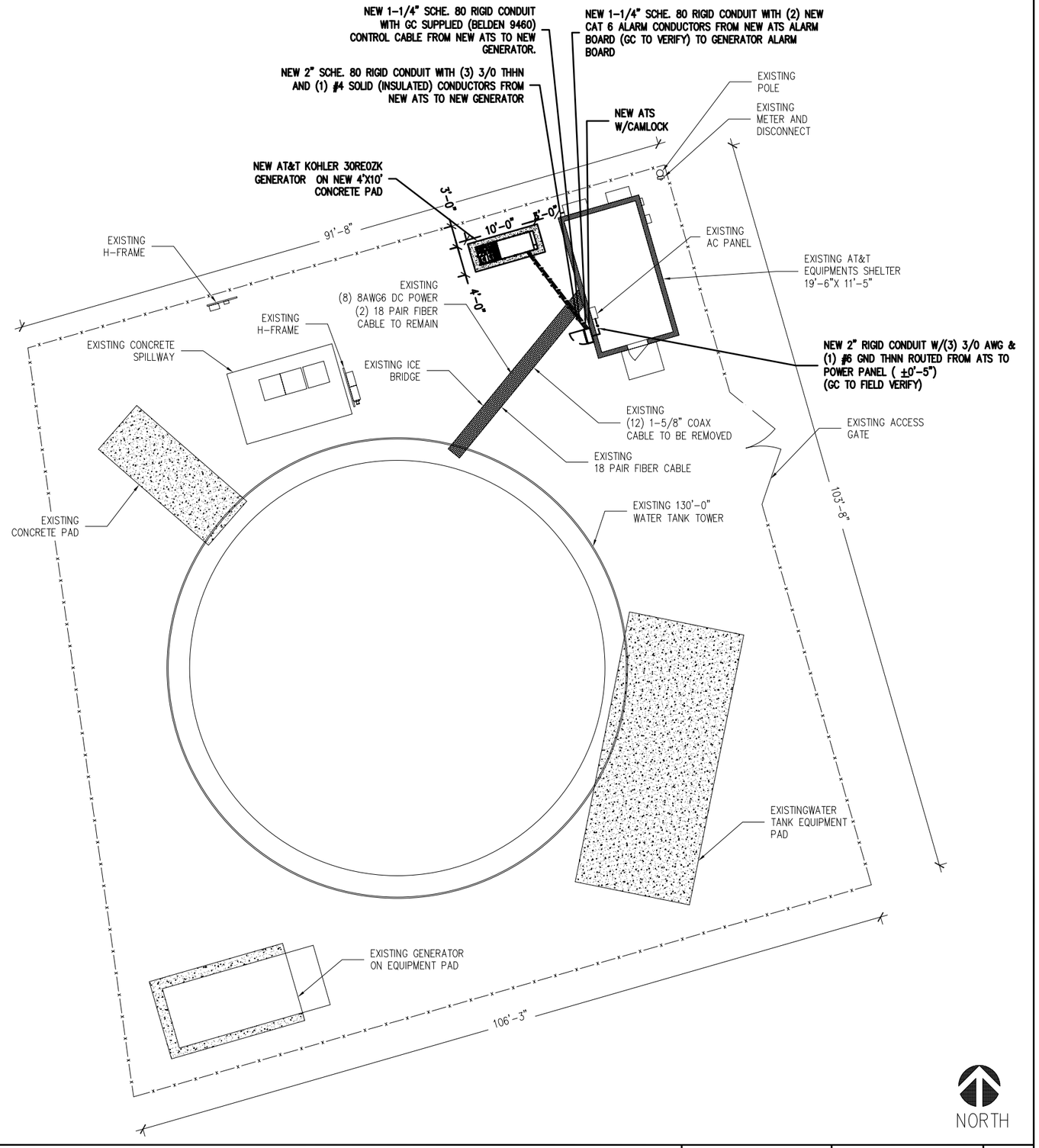
ACCESS NOTE: PROVIDE 3'-0" MINIMUM NEC AND OSHA ACCESS CLEARANCE FOR ALL GENERATOR ACCESS DOORS AND AC POWER PANELS (TYP.)

THE PROPOSED AT&T GENERATOR TANK SHALL BE:

GENERATOR MODEL:	KOHLER 30REOZK UL 2200
GENERATOR FUEL TYPE:	ULTRA LOW SULFUR DIESEL #2
GENERATOR CAPACITY:	30KW
	DIESEL – 148 GALLON UL 142 STEEL TANK
ENCLOSURE TYPE:	L2A STEEL ENCLOSURE
CONSTRUCTION TYPE:	II-B (IBC)

GENERATOR PAD ANALYSIS BY OTHERS. NO EQUIPMENT SHOULD BE INSTALLED WITHOUT ANY APPROVAL BY A STRUCTURAL ENGINEER.

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS



OVERALL SITE PLAN

8' 0 4' 8'

SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)

1

AT&T

C.A. BASS
TELECOM MANAGEMENT SERVICES
WWW.CABASS.NET

GDIT
GENERAL DYNAMICS INFORMATION TECHNOLOGY
12906 SHELBYVILLE RD # 230,
LOUISVILLE, KY 40243

ALLPRO
CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FWY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCG.COM
FIRM NO. F-8242

ACGI NO:	23-4309
DRAWN BY:	AS
CHECKED BY:	JV

REVISIONS

REV	DATE	DESCRIPTION	BY
A	12/12/23	PRELIM CDs	AS
0	12/19/23	FINAL CDs	AS

STATE OF TEXAS
SHIQIANG ZHANG
137482
LICENSED
PROFESSIONAL ENGINEER

ALLPRO, CONSULTING GROUP, INC.
FIRM NO. F-8242 12/19/23

CONSTRUCTION DOCUMENTS

SITE INFORMATION

AT&T SITE NAME:
MINES ROAD

PTN CODE:3056A18T2K

FA CODE: 10098310

SITE ADDRESS:7803 MINES ROAD, LAREDO, TX 78045

SHEET TITLE:
PROPOSED SITE PLAN

SHEET NUMBER:
C-2

Prepared by and License return to: Ipunk P. Lee General Dynamics Information Technology, Inc. 114 White Oak Rd., Rehoboth Beach, DE 19971 Phone: 571-454-2018	**Re**: Cell Site #: SXL04911 Cell Site Name: MINES ROAD Fixed Asset #: 10098310 State: TEXAS County: WEBB

MEMORANDUM OF LICENSE

This Memorandum of Agreement is entered into on this ____ day of _____, 2025, by and between the City of Laredo, Texas, a municipal corporation ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Licensee**").

1. Licensor and Licensee entered into a License Agreement dated August 13th, 2011 ("**Agreement**"), as amended by that certain First Amendment to License Agreement dated _____, 2025 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. Licensor agrees to increase the size of the Premises to accommodate additional equipment. Licensor licenses to Licensee the additional premises area as more completely described on attached **Exhibit A**

3. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

LICENSOR	**LICENSEE**
City of Laredo, Texas a municipal corporation	New Cingular Wireless PCS, LLC, A Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____ _____, 20___, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of Fifth Properties, LLC., the company named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

_____
Notary Public: _____
My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____ _____, and acknowledged under oath that he/she is the _____ _____of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the LICENSEE named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

_____
Notary Public: _____
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PREMISES

Legal Description of Real Property:

BEING 0.25 ACRE OF LAND, LYING IN WEBB COUNTY, TEXAS, OUT OF AND A PART OF TEXAS MINING AND SMELTING COMPANY PROPERTY IN TORIBIO GARCIA GRANT, PORCION 24, ALSO BEING THE SAME LAND CONVEYED TO THE CITY OF LAREDO BY DEED RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PIPE FENCE CORNER POST FOUND ON THE NORTHEAST LINE OF ABANDONED R, G. & E. P. RY. CO. RIGHT-OF-WAY AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF A 125.802 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS ON THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1472 BEARS S 05° 13' 50" E A DISTANCE OF 372.55

THENCE: FOLLOWING SAID RAILROAD RIGHT-OF-WAY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 105.26 FEET. HAVING A RADIUS OF 1163.85 FEET AND A CENTRAL ANGLE OF 05° 10' 54" TO A PIPE FENCE CORNER POST FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: N 67° 33' 31" E GENERALLY FOLLOWING A FENCE AND AN INTERIOR LINE OF AFORESAID 125.802 ACRE TRACT A DISTANCE OF 103.02 FEET TO A PIPE FENCE CORNER POST FOR A CORNER;

THENCE: S 15° 48’ 57" E GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 104.81 FEET TO A PIPE FENCE CORNER POST FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: S 67° 41’ 26" W GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 107.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.25 ACRE OF LAND WITHIN THE HEREIN DESCRIBED BOUNDARY.

Legal Description of Access Easement:

BEING A ROAD ACCESS EASEMENT LUNG IN WEBB COUNTY, TEXAS, ON AND ACROSS A 125.802 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE: RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND CENTERLINE
BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTHEAST RIGHT-OF-WAY LINE OF F M. HIGHWAY 1472, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF SAID 125.802 ACRE TRACT BEARS S 66° 35' 44" W A DISTANCE OF 16.86';

THENCE: N 13° 50’ 56" E WTH SAID CENTER OF EXISTING ROAD A DISTANCE OF 4 48.90 FEET TO AN ANGLE POINT A T A "Y" OF SAID EXISTING ROAD;

THENCE: N 44° 29' 35" W WTH THE CENTER OF THE WESTERLY EXISTING ROAD OF SAID ”Y" A DISTANCE OF 21.03 FEET TO AN ANGLEPOINT;

THENCE: N 19° 28' 29" W WITH SAID CENTER OF ROAD A DISTANCE OF 29.10 FEET TO A CORNER;

THENCE N 02° 50' 57" W WITH SAID CENTER OF ROAD A DISTANCE GF 24.25 FEET TO A CORNER:

THENCE- S 53° 38' 54" W LEAVING SAID EXISTING ROAD A DISTANCE OF 61.06 FEET TO THE CENTER OF AN EXISTING GATE ON THE EAST LINE OF A CALLED 0.255 ACRE TRACT Of LAND DESCRIBED IN CONVEYANCE AND RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS FOR THE TERMINATION OF THE HEREIN DESCRIBED CENTERLINE

Property Address: **7803 Mines Road, Laredo. Webb County, Texas**
Parcel ID: **206622**

Site Plan: See Next Page

LEGEND

NEW	PROPOSED
(E)	EXISTING
——— – ———	CENTER LINE
——— – – ———	PROPERTY LINE
———X———	FENCE LINE
- - - - - - - - -	EASEMENT LINE
——— OHP ———	OVERHEAD POWER
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———HYBRID———	HYBRID CABLE
——— COAX ———	COAX CABLE
——— SF ———	SILT FENCE

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SITE LAYOUT IS BASED ON SITE SKETCH FOR AT&T BY NEXIUS SOLUTIONS ,INC. DATED 09/01/22. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

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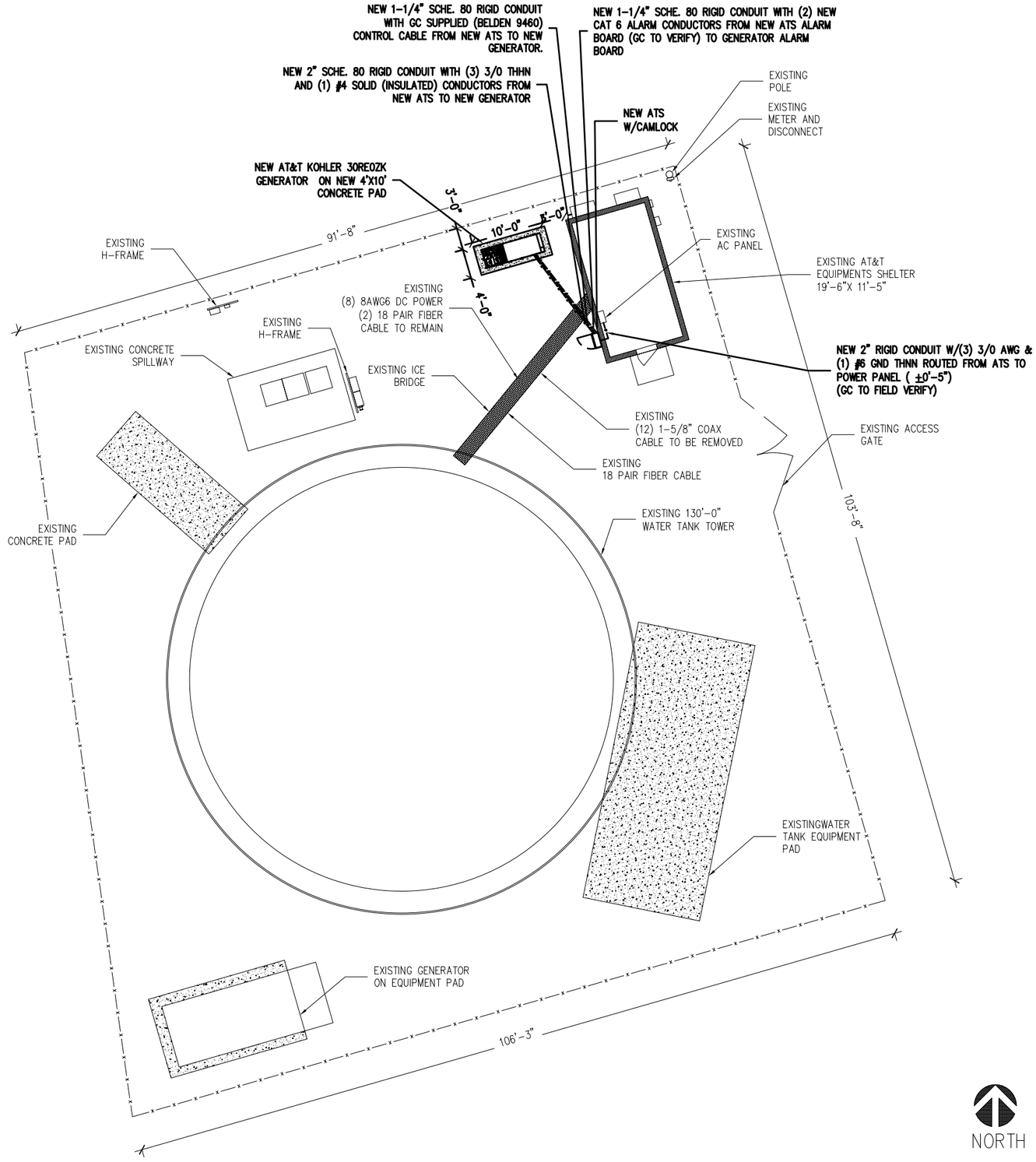
GENERATOR FUEL TYPE:	ULTRA LOW SULFUR DIESEL #2
GENERATOR CAPACITY:	30KW DIESEL – 148 GALLON UL 142 STEEL TANK
ENCLOSURE TYPE:	L2A STEEL ENCLOSURE
CONSTRUCTION TYPE:	II-B (IBC)

GENERATOR PAD ANALYSIS BY OTHERS. NO EQUIPMENT SHOULD BE INSTALLED WITHOUT ANY APPROVAL BY A STRUCTURAL ENGINEER.

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS



OVERALL SITE PLAN

8' 0 4' 8'

SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)

1

AT&T

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ALLPRO
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9221 LYNDON B JOHNSON FWY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCG.COM
FIRM NO. F-8242

ACGI NO:	23-4309
DRAWN BY:	AS
CHECKED BY:	JV

REVISIONS

REV	DATE	DESCRIPTION	BY
A	12/12/23	PRELIM CDs	AS
0	12/19/23	FINAL CDs	AS

STATE OF TEXAS
SHIQIANG ZHANG
137482
LICENSED
PROFESSIONAL ENGINEER

ALLPRO, CONSULTING GROUP, INC.
FIRM NO. F-8242 12/19/23

CONSTRUCTION DOCUMENTS

SITE INFORMATION

AT&T SITE NAME:
MINES ROAD

PTN CODE:3056A18T2K

FA CODE: 10098310

SITE ADDRESS:7803 MINES ROAD, LAREDO, TX 78045

SHEET TITLE:
PROPOSED SITE PLAN

SHEET NUMBER:
C-2

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is entered into this 13th day of AUGUST 2011 (the "Date of this License"), between the City of Laredo, Texas ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

1. Premises.

Subject to the following terms and conditions, Licensor licenses to Licensee on a non-exclusive basis space on the tower located on the real property known as 7803 Mines Road, Laredo, Webb County, Texas (the Premises") within the jurisdictional limits of the City of Laredo, Texas. The exact space on the tower is further described and depicted in an engineered drawing attached hereto as Exhibit B. Licensor also licenses to Licensee on a non-exclusive basis the right to use the Premises for pedestrian and vehicular ingress and egress and the installation of utilities serving the Premises and improvements thereon over and across Licensor's property described in the attached Exhibit A (the "Property"). All other access to the property is governed by Section 8 below.

2. Term.

a. The initial term of this License shall be five (5) years (the "Initial Term"), commencing on December 17, 2011 (the "Commencement Date"). The initial term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date.

b. Licensee shall have the right to extend this License for three (3) additional, five-year terms (each being a "Renewal Term"). Licensee's license of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein except that the amount of License Fee shall be as provided in Section 3 below. This License shall automatically renew for each successive Renewal Term unless Licensee notifies Licensor in writing of Licensee's intention not to renew this License at least sixty (60) days prior to the expiration of the initial term or any Renewal Term and provided that Licensee is not in default of this License on the first day of such Renewal Term.

c. If Licensee shall remain in possession of the Premises at the expiration of the Initial Term of this License or any Renewal Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be 150% of the License Fee in effect at the expiration of this License. Nothing contained herein shall grant Licensee the right to holdover after the term of this License has expired.

3. License Fee.

a. From and after the occurrence of the Commencement Date until the commencement of a Renewal Term, Licensee shall pay Licensor annually in advance, the sum of Fifteen Thousand and 00/100 Dollars ($15,000.00) ("License Fee"). The License Fee shall increase annually during the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to four percent (4%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License pursuant to Section 10 herein. All sums payable by Licensee under this License, whether or not stated to be license fees or additional license fees, shall be collectible by Licensor as license fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay license fees (without prejudice to any other right or remedy available therefor).

b. Licensee shall not have the right to sublicense any of the Premises.

c. Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

4. Permitted Use.

Licensor warrants that it currently uses the Premises for (i) the transmission and reception of communication signals within or utilizing the following frequency bands: 835.02-844.98/ 880.02-889.98, 846.51-848.97/ 891.51-893.97; 824.04-834.99/ 869.04-879.99, 845.01-846.48/ 890.01-891.48; and 1895-1910, 1975-1990. Licensor may continue to use Premises for such transmissions provided further that such frequency or frequencies is within those for which Licensee, or any entity which controls, is controlled by or is under common control with Licensee, is duly licensed by the Federal Communications Commission ("FCC"), and (ii) the alteration, maintenance, repair, replacement and relocation of related antennas, equipment, cables and Antenna Facilities and improvements related thereto, and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises or violate Licensee's duties of non-interference set forth herein (collectively, "Licensee's Permitted Use"). Notwithstanding anything herein to the contrary, the identification of the foregoing frequencies is for the limited purpose of coordinating frequencies to prevent interference, and identification of such frequencies does not establish any limit on Licensee's rights hereunder.

a. As provided in Detail on Exhibit C, Licensee or its affiliates shall have the right, at its expense, to maintain on the Premises communications equipment that are sometimes hereinafter collectively referred to as "Antenna Facilities." All Antenna Facilities shall be identified in Exhibit C and shall be constructed, installed and operated within the Premises.

5. Interference.

a. Licensee acknowledges that it is currently operating at the Premises and is not subject to interference by other licensees or lessees and shall continue to operate its Antenna Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the date of this License including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Use shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the FCC and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within ten (10) business days of Licensee's knowledge of such notice, and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not cured within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Antenna Facilities causing such interference. If Licensee is unable to cure such interference, Licensee may terminate this License upon thirty (30) days written notice to Licensor.

b. Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the date hereof to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Use as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Use shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the provisions of Section 6.c. below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in

addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinment of such interference against the interfering party.

c. All parties acknowledge that Licensor currently licenses other portions of the Property to other parties and that Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Commencement Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. Notwithstanding the foregoing, Licensee's right to be free from interference and Licensor's duties concerning the prevention and/or correction of interference shall be subject to Section 6.d. below.

d. In the event that Licensee commences using the Premises in a manner as to which Licensee is not presently licensed by the FCC but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other lessees, licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above.

6. Improvements; Utilities.

a. Licensor, in its role as the landlord of the Premises, but not as the regulatory authority of Laredo, approves the current installation of Antenna Facilities at the Premises. Prior to installing or allowing any new or replacement Antenna Facilities to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Antenna Facilities. The Antenna Facilities installed on the Premises must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. Licensor's approval of any installation is not a representation that such installation of the Antenna Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Antenna Facilities shall be installed and operated solely within the Premises.

b. Licensor, in its role as the landlord of the Premises, but not as the regulatory authority of Laredo, approves the current installation of Antenna Facilities at the Premises and all future work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Antenna Facilities, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

c. Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) business days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Antenna Facilities shall remain the exclusive property of Licensee during the term of this License, and Licensee shall have the right to remove all or any portion of the

Antenna Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

d. Licensee will notify Licensor prior to commencing Licensee's installation work on the Premises. Prior to commencing any work, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 13 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect Licensor and Licensor's property manager, if applicable, with respect to the Property against any claim or liability arising out of the installation. Licensee's contractor will name Licensor and Licensor's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Antenna Facilities, Licensee shall provide Licensor with copies of any Governmental Approvals obtained by Licensee with respect to this License.

e. All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property or other licensees at the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises. Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

f. Following any termination or expiration of this License, Licensee shall remove all of its Antenna Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Antenna Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of five (5) feet below grade. If Licensee fails to remove all of its Antenna Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Antenna Facilities within the next succeeding ninety (90) day period, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Antenna Facilities abandoned, whereupon the Antenna Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this License.

g. Licensee agrees to maintain its Antenna Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Antenna Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Antenna Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

h. Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

7. Technical Standards.

Licensee agrees that the installation, operation and maintenance of its Antenna Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations and with such technical standards as may from time to time be established by Licensor for the Premises, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). The current Technical Standards are attached hereto as Exhibit D. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Antenna Facilities, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days thereafter.

8. Access.

Upon 24 hour notice in writing to Licensor, Licensee and its "authorized personnel" shall be entitled to escorted access for customary maintenance of the Premises during Licensor's normal business hours. Should Licensee require emergency access, said access shall be obtained by calling the City of Laredo IST Department at (956) 721-2050. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements, including a required city escort, as well as compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. In the event Licensee requires access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such escorted access to the Premises.

9. Event of Default.

It shall be an Event of Default if any one or more of the following events shall occur:

a. Licensee shall default in the payment when due of any License Fee or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within thirty (30) days after written notice thereof from Licensor (provided, however, that Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or

b. Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

Upon the occurrence of an Event of Default by Licensee, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

. Upon fifteen (15) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (y) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (z) the License Fees reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default whether or not Licensor has elected to recover sum set forth in (i) above, terminate this License on at least thirty (30) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

c. In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

d. Upon the occurrence of an Event of Default by Licensor, Licensee shall have and may pursue all rights and remedies permitted by applicable law.

10. Termination by Licensee.

Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this License may be terminated by Licensee in the following circumstances:

a. After the Initial Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Antenna Facilities in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an existing licensee); or

b. After the Initial Term, upon ninety (90) days prior written notice, and upon payment to Licensor of a termination fee equal to fifty percent (50%) of the annual License Fee at the then current annual rental rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Antenna Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate this License.

Upon Licensee terminating in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

11. Casualty and Condemnation.

a. If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Antenna Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

b. If at any time during the term of this License all or "substantially all" (as described in the preceding Section 11a.) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

12. Taxes.

Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

13. Insurance, Release and Hold Harmless.

a. Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this License, including any Renewal Term:

(i) Workers Compensation insurance at statutory limits and in accordance with all statutory requirements including Employers Liability coverage with a minimum limits of $1,000,000 each occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate;

(ii) 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;

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

(iv) "All-risk" property insurance insuring the Antenna Facilities and its appurtenant personal property for full replacement costs.

b. Any subcontractor(s) hired by the Licensee for work under this License shall maintain reasonable and prudent insurance coverage as determined by the Licensee. It is the responsibility of the Licensee to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.

c. Licensee shall procure Builders Risk coverage (if applicable) as follows:

(i) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(ii) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials.

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. Licensee's Commercial General Liability insurance shall contain a provision including Licensor as an additional insured to the extent of the indemnity provided by Licensee under this License. Notwithstanding the foregoing, Licensee shall have the right to assume in whole or in part, without insurance, any and all risks otherwise required by this License to be insured against by Licensee, or to insure the same through a captive insurance company. In such event, Licensee shall pay directly all losses and claims which would have been covered by the insurance which is set forth under this Section, but which are not paid either because of deductible and co-insurance provisions of policies provided by Licensee or because of Licensee's election to self-insure for some or all of such risks under this Section. Provided, however, such right to self-insure shall be permitted only so long as Licensee has a minimum net worth of Fifty Million Dollars ($50,000,000) and provided further, that in the event of an assignment of this License by Licensee to an entity that is not an affiliate, such right to self-insure shall not be assigned to the non-affiliated assignee. Licensee does not currently self-insure for Commercial General Liability insurance. In the event Licensee chooses to self-insure for Commercial General Liability insurance, Licensee shall maintain third party insurance coverage for Commercial General Liability insurance for claims that exceed Twenty-Five Million Dollars ($25,000,000).

d. With reference to the foregoing insurance requirement, the Licensee shall include:

(i) The City of Laredo as an additional insured with respect to all liability policies.

(ii) All required liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(iii) Workers' compensation policy. All policies need to contain a waiver of subrogation in favor of the City, regardless whether financed through and insurance policy or self-insurance.

(iv) Licensee shall ensure all required insurance policies shall provide that The City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

(v) All required insurance policies, which include The City of Laredo as an additional insured, must provide to be primary coverage regardless of the application of other insurance.

(vi) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(vii) Insurance must be purchased from insurers that are authorized in the state of Texas.

(viii) 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:

Sets 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 The City of Laredo.

(ix) Upon request, Licensee shall furnish The City of Laredo with certificates or other commercially reasonable evidence of all required insurance policies.

e. Licensee hereby releases Licensor and Licensor's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 13.

f. Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this License, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

(i) any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Antenna Facilities, except if such work or act is done or performed by Licensor or its agents or employee;

(ii) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees or invitees;

(iii) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents or other licensee or tenant of the Property; and

(iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with.

g. Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of Licensor or its employees or agents, or the breach of this License except to the extent attributable to the gross negligence or intentional act or omission of Licensee, its employees, agents or independent contractors.

h. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this License or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the building, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

14. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to City of Laredo, Texas, to

Heberto L. Ramirez
City of Laredo
1101 Garden St.
Laredo, Texas 78040

with a copy to:

Gerard Lavery Lederer, Esquire
Miller & Van Eaton, P.L.L.C.
1155 Connecticut Ave, N.W.
Suite 1000
Washington D.C. 20036

If to Licensee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site # N143933, Cell Site Name L001/MINES RD/439393 (TX)
Fixed Asset No. 10098310
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copies to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Cell Site # N143933, Cell Site Name L001/MINES RD/439393 (TX)
Fixed Asset No. 10098310
15 East Midland Avenue
Paramus, NJ 07652

or to such other address as each party may designate for itself by like notice given in accordance with this Section 14. Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice.

15. Quiet Enjoyment, Title and Authority.

Licensor covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Use of the Premises; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

16. Hazardous Substances.

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor represents, warrants and agrees (1) that neither Licensor nor, to Licensor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, except as disclosed in this License, and (2) that Licensor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. In addition, Licensor shall defend, indemnify and hold harmless Licensee from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition of the Premises, including costs of remediation, which are not the result of any act of Licensee. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

17. Assignment.

Licensee may assign this License and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an "affiliate" of Licensee without the prior consent of Licensor. For purposes of this subparagraph, affiliate shall mean; (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its

common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (iv) an entity which purchases substantially all of the assets of Licensee, or (v) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee. Licensee may not otherwise assign this License without Licensor's consent, which consent may be withheld or delayed in Licensor's sole discretion except in connection with an assignment as collateral to secure a loan from a bona fide third party lender obtaining such assignment as part of a larger collateral pool. In the event such consent is unreasonably withheld or delayed, Licensee may immediately terminate this License upon written notice to Licensor thereof. Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder; provided, however, that an assignment of this License to an entity having a net worth of $50,000,000 or more (or to an entity providing a guaranty in Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

18. Successors and Assigns.

This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

19. Waiver of Licensor's Lien.

Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Antenna Facilities from time to time in Licensee's sole discretion.

20. Miscellaneous.

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

b. Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

c. This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this License must be in writing and executed by both parties.

d. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

e. Each party agrees to cooperate with the other in executing any documents (including a Memorandum or short form of License and/or easement agreement) necessary to protect its rights under this License. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License. Either party may record an easement agreement.

f. This License shall be construed in accordance with the laws of the county and state in which the Premises are located.

g. If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

21. Mortgage Subordination.

This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination, so long as such certificate contains commercially reasonably non-disturbance provisions. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall preserve this License in the event of any foreclosure sale or possessory action, so long as there is no uncured Event of Default by Licensee, and in such case, this License shall continue in full force and effect, and Licensee shall attorn to such party and shall execute, acknowledge and deliver any commercially reasonable instrument that has for its purpose and effect the confirmation of such attornment and non-disturbance. Notwithstanding the foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

22. Limitation on Liability.

Anything in this License, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in the Property; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licensor, any partner of Licensor, any parent, subsidiary or partner of Licensor or any partner of Licensor, or any of their respective heirs, personal representatives, successors and assigns.

23. RF Signage and Notices.

Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted sublicensee are referred to two recent FCC and OSHA enforcements orders for guidance on signage. (See http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html and http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html)

To assist Licensee and any permitted sublicensee, attached hereto and incorporated herein as Exhibit E is the industry standard for signage as established by PCIA - The Wireless Infrastructure Association's Technical Council.

24. Existing Agreement. Licensor and Licensee acknowledge that Licensee's predecessor in interest entered into a Lease Agreement dated December 16, 1996 (the "Existing Lease") with Licensor. The parties further acknowledge and agree that this License is a replacement for the Existing Lease. Notwithstanding anything herein to the contrary, to the extent that Antenna Facilities already are located on the Premises as of the Commencement Date, Licensor, as the landlord of the Property, not as the regulatory body of the City of Laredo, agrees that such Antenna Facilities are approved and may remain on the Premises. Further, Licensor agrees that (i) the requirements for Licensor's approval for construction and installation of equipment (and related requirements) are applicable only to construction, installation and equipment following the Commencement Date and (ii) such requirements are waived with respect to existing Antenna Facilities installed pursuant to the Existing Lease.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date aforesaid.

CITY OF LAREDO, TEXAS

Attested by:

Gustavo Guevara Jr.

City Secretary

By: _____

Printed Name: Carlos R. Villarreal

Title: City Manager

Date: 7/20/12

LICENSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Printed Name: Shawndrica S. Thompson

Title: **Area Manager Constr. & Engrg.**

Date: 8/13/12

EXHIBIT "A"

PROPERTY

The street address of the Property is: 7803 Mines Road, Laredo, Webb County, Texas

[Continued on Following Page]

LEGAL DESCRIPTION

BEING 0.25 ACRE OF LAND, LYING IN WEBB COUNTY, TEXAS, OUT OF AND A PART OF TEXAS MINING AND SMELTING COMPANY PROPERTY IN TORIBIO GARCIA GRANT, PORCION 24, ALSO BEING THE SAME LAND CONVEYED TO THE CITY OF LAREDO BY DEED RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A PIPE FENCE CORNER POST FOUND ON THE NORTHEAST LINE OF ABANDONED R. G. & E. P. RY. CO. RIGHT-OF-WAY AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF A 125.802 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS ON THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1472 BEARS S 05° 13' 50" E A DISTANCE OF 372.53';
THENCE: FOLLOWING SAID RAILROAD RIGHT-OF-WAY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 105.26 FEET, HAVING A RADIUS OF 1163.85 FEET AND A CENTRAL ANGLE OF 05° 10' 54" TO A PIPE FENCE CORNER POST FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
THENCE: N 67° 33' 31" E GENERALLY FOLLOWING A FENCE AND AN INTERIOR LINE OF AFORESAID 125.802 ACRE TRACT A DISTANCE OF 103.02 FEET TO A PIPE FENCE CORNER POST FOR A CORNER;
THENCE: S 15° 48' 57" E GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 104.81 FEET TO A PIPE FENCE CORNER POST FOR THE SOUTHEAST CORNER OF THIS TRACT;
THENCE: S 67° 41' 26" W GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 107.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.25 ACRE OF LAND WITHIN THE HEREIN DESCRIBED BOUNDARY.

ACCESS EASEMENT

BEING A ROAD ACCESS EASEMENT LYING IN WEBB COUNTY, TEXAS, ON AND ACROSS A 125.802 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTHEAST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1472, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF SAID 125.802 ACRE TRACT BEARS S 66° 35' 44" W A DISTANCE OF 16.86';
THENCE: N 13° 50' 56" E WITH SAID CENTER OF EXISTING ROAD A DISTANCE OF 448.90 FEET TO AN ANGLE POINT AT A "Y" OF SAID EXISTING ROAD;
THENCE: N 44° 29' 35" W WITH THE CENTER OF THE WESTERLY EXISTING ROAD OF SAID "Y" A DISTANCE OF 21.03 FEET TO AN ANGLEPOINT;
THENCE: N 19° 28' 29" W WITH SAID CENTER OF ROAD A DISTANCE OF 29.10 FEET TO A CORNER;
THENCE N 02° 50' 57" W WITH SAID CENTER OF ROAD A DISTANCE OF 24.25 FEET TO A CORNER;
THENCE: S 53° 38' 54" W LEAVING SAID EXISTING ROAD A DISTANCE OF 61.06 FEET TO THE CENTER OF AN EXISTING GATE ON THE EAST LINE OF A CALLED 0.255 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE AND RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS FOR THE TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

EXHIBIT "B"

PREMISES

1. An exclusive right to the minimum number of square feet required to accommodate Licensee's Antenna Facilities identified in Exhibit C for the equipment building, and antennas located at 106 feet, centerline, above from the ground.

2. In addition the exclusive space identified in paragraph 1, Licensed Premises shall have the non-exclusive right to attach to the Tower all necessary wiring required to make Licensees' Antennae Facilities functional, so long as all such wiring is no higher than that distance identified in paragraph one.

3. Other than the right of ingress and egress and the ability to employ existing utility easements, Licensee has no claim to any ground space.

[An as-built drawing depicting the Premises follows].

Exhibit B-1

PROJECT INFORMATION

SCOPE OF WORK: UNMANNED TELECOMMUNICATIONS FACILITY MODIFICATIONS

SITE ADDRESS: 7803 MINES RD
LAREDO, TEXAS 78045

LATITUDE: N 27.5742°
LONGITUDE: W 99.5031°

JURISDICTION:
CURRENT USE: TELECOMMUNICATIONS FACILITY AT CITY WATER TANK
PROPOSED USE: TELECOMMUNICATIONS FACILITY AT CITY WATER TANK

SHEET INDEX

		REVISION
T1	TITLE SHEET	-
GN1	GENERAL NOTES	-
C1	SITE PLAN	-
C2	INSIDE SHELTER SKETCH	-
C3	INDOOR CABINET DETAIL	-
C4	TOWER ELEVATION & ANTENNA PLAN	-
C4.1	ANTENNA CONFIGURATION	-
C4.2	ANTENNA CONFIGURATION	-
C4.3	ANTENNA CONFIGURATION	-
C5	PORT ENTRY & COLOR CODE	-
E1	ELECTRICAL / GROUNDING NOTES	-
E2	CABINET & DC POWER	-
E3	ANTENNA TOP GROUNDING & TYPICAL TOWER GROUNDING	-
E3.1	TYPICAL DETAILS	-

APPROVALS

NAME (PRINT)	SIGNATURE	DATE
Robert Teller		9/8/05
CINGULAR WIRELESS		
		9/8/05
GOODMAN NETWORKS		

REDLINE DRAWING REVIEW

NAME (PRINT)	SIGNATURE	DATE
Robert Teller		9/8/05
GENERAL CONTRACTOR – CONFIRM ACCURACY OF THESE REDLINE DRAWINGS		
LARRY PENDLEY		11/4/05
FIELD COORDINATOR– VERIFY INSTALLATION PER REDLINE DRAWINGS		
ENGINEERING – ACCEPT THESE REDLINE DRAWINGS		

Tom Dillon

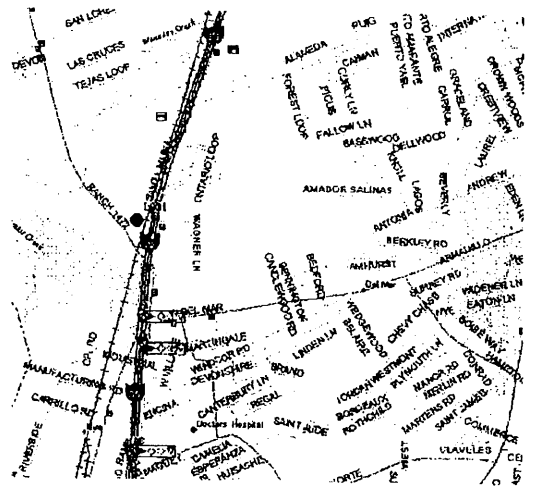
RED LINE

cingular WIRELESS

SITE NUMBER: L001
SITE NAME: MINES ROAD

VICINITY MAP

DRIVE–TO DIRECTIONS: FROM SAN ANTONIO, TRAVEL SOUTH ON IH–35 AND EXIT FM 1472. TURN RIGHT ONTO FM 1472 (MINES ROAD) AND THE TOWER WILL BE ON YOUR RIGHT.



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
INTERNATIONAL BUILDING CODE 2000

ELECTRICAL CODE:
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, NATIONAL ELECTRICAL CODE 2005

LIGHTNING PROTECTION CODE:
NFPA 780, LIGHTNING PROTECTION CODE

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222–F, STRUCTURAL STANDARDS FOR STRUCTURAL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TIA 607	COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS	
TELCORDIA	GR–63	NETWORK EQUIPMENT–BUILDING SYSTEM (NEBS): PHYSICAL PROTECTION
TELCORDIA	GR–347	CENTRAL OFFICE POWER WIRING
TELCORDIA	GR–1275	GENERAL INSTALLATION REQUIREMENTS
TELCORDIA	GR–1503	COAXIAL CABLE CONNECTIONS
ANSI	T1.311	TELECOM – DC POWER SYSTEMS – TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

CTE
400 Brushy Street, Suite 250
Austin, Texas 78703
P: 512.485.9470
F: 512.485.9473
P.O. Box 1538
Austin, Texas 78767-1538
www.ctesurveyingengineering.com

GOODMAN NETWORKS INC
Mid-Central Regional Office
San Antonio, Texas

MINES ROAD
SITE NO. L001
7803 MINES ROAD
LAREDO, TEXAS 78045

cingular WIRELESS
CINGULAR WIRELESS

NO.	DATE	REVISIONS
0	08/01/05	ISSUED FOR CONSTRUCTION

SCALE: AS SHOWN | DESIGNED BY: CAT | DRAWN BY: TR

CINGULAR WIRELESS

GENERAL NOTES

SITE NUMBER	DRAWING NUMBER	REV
L001	T1	0

I:\GN\at-Cingular\L001 - Mines Road\CAD\gn\at-cing-L001-as.dwg, 08/03/05 3:34:41 PM, jamorz

City of Laredo

City Council

Meeting Date: 8/18/2025 **Introductory Ordinance 5.**

SUBJECT
Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect.

PREVIOUS COUNCIL ACTION
Tower Site Lease approved January 2006 and First Amendment approved April 2011.

BACKGROUND
Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	IST Department
Account #:	595-5515-513-3710
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Current monthly rent is $5,656.95.

COUNCIL COMMUNICATION

DATE: 08/18/25	**SUBJECT: INTRODUCTORY ORDINANCE** Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect.

INITIATED BY: Steve E. Landin, Assistant City Manager	**STAFF SOURCE:** Jose C. Rivera Information Services & Telecommunications Director

PREVIOUS COUNCIL ACTION: Tower Site Lease approved January 2006 and First Amendment approved April 2011.

BACKGROUND:

Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect.

FINANCIAL IMPACT: Current monthly rent is $5,656.95

COMMITTEE RECOMMENDATION: N/A	**STAFF RECOMMENDATION:** Staff recommends approval.

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Customer Site Name: N/A
Customer Site ID: N/A

DRAFT

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 1029041

SECOND AMENDMENT TO TOWER SITE LEASE

This Second Amendment to Tower Site Lease (this "Amendment") is made this _____ day of _____, ____, by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the state of Texas ("Customer").

RECITALS:

WHEREAS, Crown (and/or certain of its affiliates and/or predecessors-in-interest) and Customer (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Tower Site Lease dated January 18, 2006, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the "Co-Location Agreement"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility known as Laredo, Crown BU# 871248 (the "Site"); and

WHEREAS, Crown and Customer desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.

2. **Term Extension.** The term of the Co-Location Agreement that expired or is scheduled to expire on December 31, 2025 (the "Term") shall be extended, or shall be deemed to have been extended, commencing effective as of the expiration of said Term as set forth in the Co-Location Agreement (the "Extension Commencement Date"), and expiring on December 31, 2030 (the "Extension Expiration Date").

3. **Term Renewals.** Notwithstanding anything to the contrary in the Co-Location Agreement, beginning on the day immediately following the Extension Expiration Date, the Term shall automatically extend for one (1) renewal period of five (5) years each unless either party provides written notice to the other of its election not to renew the Term, at least one hundred eighty (180) days prior to the end of the then-current Term.

4. **Modifications to Equipment**. Notwithstanding anything to the contrary in the Co-Location Agreement, Customer shall apply to make modifications to its equipment by submitting an application form to Crown (as such form may be amended by Crown from time to time). A structural analysis, AM detuning study or an intermodulation study may be required by Crown in connection with a proposed modification, and Customer will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Co-Location Agreement, and the approved application, together with a tower level drawing and site plan (as required by Crown), describing all of Customer's permitted equipment and the locations thereof, shall be exhibits to said amendment.

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5. Insurance. The insurance provisions pertaining to Customer that are set forth in the Co-Location Agreement are hereby deleted in their entirety and replaced and superseded by and with the insurance provisions set forth below.

General. Customer shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of the Site. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Crown, Crown's manager (as applicable), and Prime Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the Site is located. For the purposes of this Section, "Prime Lease" means the real property lease(s) or other instrument(s) from which Crown's rights in the Site are derived, and "Prime Landlord" means the lessor(s) or landlord(s) under the Prime Lease.

Minimum Limits. At a minimum, Customer shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

(a) statutory workers' compensation including employer's liability with the following limits: $1,000,000 per accident; $1,000,000 disease, each employee; and $1,000,000 disease policy limit;

(b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with limits not less than $1,000,000 per occurrence, combined single limit with a $2,000,000 general policy aggregate and a separate products/completed operations aggregate of $2,000,000, plus umbrella liability insurance of $5,000,000;

(c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than $1,000,000 per accident; and

(d) commercial all risk of loss fire with extended coverage insurance covering all of Customer's equipment and improvements at the Site.

Customer must ensure that all independent contractors accessing the Site for or on behalf of Customer maintain insurance as separately specified by Crown.

Increases to and Application of Limits. Crown reserves the right, no more than once every five (5) years, to require reasonable increases in the commercial general liability limits and umbrella liability limits identified above, which increases shall be reflective of then-current industry exposures. Crown shall exercise such right by providing written notice thereof to Customer, in which event Customer shall become compliant within thirty (30) days after receipt of written notice of the subject increases to such limits. If Customer maintains insurance with limits higher than the minimum limits required by this Section, then such higher limits shall apply as to comply with the limits required by this Section. The insurance requirements in this Section shall not be construed to limit or otherwise affect the liability of Customer.

Policies and Certificates. All policies required to be provided pursuant to this Section shall contain a waiver of subrogation in favor of Crown, Prime Landlord (as applicable) and Crown's manager (as applicable). Customer shall provide certificates of insurance evidencing said coverage to Crown at least

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annually as the policies renew. Any failure on the part of Crown to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Crown of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancelation, or, if such cancelation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

6. **Exceptions to Non-Disclosure.** Notwithstanding anything to the contrary in the Co-Location Agreement, and without limiting or deleting any exceptions to non-disclosure that may be set forth in the Co-Location Agreement, (a) either party may disclose the terms of the Co-Location Agreement, as amended, or any portion thereof, to: (i) such party's affiliated entities, (ii) such party's auditor, accountant, lender or attorney, (iii) such party's employees, directors, consultants, or agents who have a reasonable need to know such information and who shall agree in writing to be bound by the terms and conditions of this non-disclosure provision, or (iv) a government entity or agency to the extent required by regulation, subpoena or government order to reveal, disclose or publish such information; and (b) Crown may disclose the Co-Location Agreement, as amended, or the relevant portions thereof, to (i) the Prime Landlord, if a Prime Lease applies to the Site, or (ii) any of Crown's creditors.

7. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Pinnacle Towers LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Execution Date: _____

CUSTOMER:

City of Laredo
a government entity of the state of Texas

By: _____

Print Name: _____

Title: _____

Execution Date: _____

Site Name: Laredo ID 3002068
Site Address: Hwy. 1472, 3 mi W of Las
County: WEBB
State: TX
Coordinates: Latitude 27|39|33.50 - Longitude 099|36|36.60

Lessee's Site Name and ID: Pinnacle Site

TOWER SITE LEASE # 4081072

Lessor:
Pinnacle Towers LLC, a Global Signal company
301 N. Cattlemen Road, Suite 300
Sarasota, FL 34232

Lessee:
City of Laredo
1110 Houston Street
Laredo, TX 78040

THIS TOWER SITE LEASE ("Lease") is entered into by and between Lessor and Lessee and shall be effective on the date last signed by one of the parties. The Lessor owns or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on attached EXHIBIT A.

WHEREAS, upon the commencement date of this lease, that certain Antenna Site Schedule No: 160400034N0007 by and between Pinnacle Towers Inc., and City of Laredo will be terminated and replaced by this lease.

WHEREAS, the Lessee desires to Lease a certain portion of land and tower space within the Site, along with access and utility easements thereto (collectively, the "Premises"), which is more particularly depicted on attached EXHIBIT B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor grants to Lessee use of the Premises, together with an access and utility easement, under the following terms and conditions:

1. USE: Lessee may use the Premises for the installation, location, operation, maintenance, repair and/or use of certain equipment ("Permitted Equipment"), operating at permitted frequencies ("Permitted Frequencies") as set forth on attached EXHIBIT C.

2. INITIAL TERM: Sixty (60) months, commencing on the date of one of the following ("Commencement Date"). The Commencement Date shall be the earlier of the initiation of any work at the Site (in which case Lessee agrees to provide a satisfactory written acknowledgement of the Commencement Date prior to any on-site installations or preparatory work); or, January 1, 2006.

3. RENEWAL TERMS: Three (3) renewal terms of **sixty (60)** months each, which will automatically renew unless Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than 90 days prior to the end of the then-current term.

4. RENT

(a) INITIAL RENT: The initial monthly rent shall be **Four Thousand Thirty-three and 00/100 Dollars ($4,033.00)** plus any applicable taxes. Rent shall become due and payable whether or not Lessee uses or maintains the Permitted Equipment on the Premises. Lessee shall pay all amounts due to Lessor by check, wire transfer, account auto debit or ACH credit to Lessor's account no later than the first business day of each calendar month that it is due. Payment, if by check, shall be delivered to the following address (or such other location as Lessor may designate in writing from time to time):

Pinnacle Towers LLC
PO Box 409250
Atlanta, GA 30384-9250

(b) ESCALATION: **Five percent (5%)** per annum, commencing on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, throughout the initial term of this Lease and any renewal term.

(c) PAYMENT PERIOD: Rent and any other applicable amounts due hereunder are due in advance, without offset or holdback, and shall be paid monthly.

(d) HOLDOVER. If Lessee holds over with respect to the Site or Premises after expiration of any Initial Term or Renewal Term, the Lease term with respect to such Site and/or Premises shall revert to a month-to-month term, and rent shall be one hundred fifty percent (150%) of the Rent applicable during the last month of the preceding term. Lessor and Lessee shall each have the right during such month-to-month term to terminate the Lease term with respect to such hold over, with or without cause, upon thirty (30) days' notice to the other party.

5. UTILITIES: Shall be (one of the following):
☐ Included in rent ("Bundled").
☒ Not included in rent. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be responsible for all associated costs including installation, metering, and usage.
☐ Flat Rate in the amount of _____ per month, payable with each rent installment.

NOTE: The electricity rate hereunder assumes an electricity cost of ten (10) cents per kilowatt–hour. Lessor reserves the right to pass

through any increases in this rate to lessees paying Bundled or Flat Rate utilities.

6. STRUCTURAL ANALYSIS:

☒ Completed / Not Required

☐ Pending, pursuant to a separate Structural Authorization Form or similar agreement by and between the parties. To the extent any structural analysis determines that Site upgrades, modifications, improvements are required to accommodate Lessee's Permitted Equipment, the full cost thereof shall be borne by Lessee.

7. PRIME AGREEMENT: If the Lessor leases the real property on which the Site is located from the owner of the real property, Lessee shall abide by the terms and conditions of the land lease between Lessor and owner (the "Prime Lease") to the extent that such terms and conditions affect the Lessee's use of the Site.

8. INTERFERENCE: Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other Lessees of the Site existing as of the date this Lease is executed by the parties. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessor agrees that Lessor and other Lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Lessee.

9. INSURANCE: Insurance requirements for Lessee and Lessee's Contractors and Subcontractors are contained in Exhibit "D" attached hereto and are incorporated herein by this reference. In no event shall Lessor be liable for damage to Lessee's equipment, including replacement.

10. INDEMNIFICATIONS

(a) LESSOR shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessor, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessor, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event that Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessor, which will not be unreasonably delayed, conditioned, or withheld.

(b) LESSEE shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessee, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessee, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

11. WAIVERS

(a) LESSOR waives its right to any claim against Lessee, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessor and in force at the time of any such damage and any risks which would be covered by the insurance which Lessor is required to carry hereunder. Lessor will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any damage covered by any policy.

(b) LESSEE waives its right to any claim against Lessor, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessee and in force at the time of any such damage and any risks which would be covered by the insurance which Lessee is required to carry hereunder. Lessee will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by any policy.

(c) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

12. EQUIPMENT INSTALLATION, RECONFIGURATION, AND REMOVAL

(a) INSTALLATION: Lessee's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the real estate. Prior to installing the Permitted Equipment on the Site, Lessee shall submit engineering drawings, plans and specifications (collectively, "Plans") for Lessor's reasonable approval, after which Lessee shall promptly commence and complete the installation in accordance with the approved Plans. Lessee's installation, and any associated costs including necessary permits or Leases shall be at Lessee's sole cost and expense. Lessee may not install equipment at the Site without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) RECONFIGURATION: Lessee agrees and acknowledges that the Permitted Equipment listed in this Lease is a true and accurate depiction of the equipment that Lessee will install at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment, and/or Permitted Frequencies contained herein, then Lessee shall submit such request to Lessor, in writing and in the form of Lessor's application ("Application"), for Lessor's approval.

(c) REMOVAL: Prior to the expiration or termination of this Lease, Lessee shall, at its sole cost and expense, remove its equipment from the Premises. If Lessee fails to timely remove its equipment, Lessor shall have, to the full extent of the law: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any.

13. COMPLIANCE

(a) LESSOR shall: (i) obtain and maintain all applicable federal, state and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; and, (iii) maintain the Site in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) LESSEE shall: (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit any third party to operate its Permitted Equipment, or at its Permitted Frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease.

14. MAINTENANCE

(a) LESSOR may reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure on the Site.

(b) LESSEE shall paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower, if the tower is painted from time to time. Lessee shall paint its Permitted Equipment to match the tower to ensure that the tower is in full compliance with applicable FCC, FAA or other rules or regulations governing the tower. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.

15. WARRANTIES AND REPRESENTATIONS

(a) FCC QUALIFIED: Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) SATISFACTION WITH SITE: Lessee represents that it has independently examined the tower, the building, and the Site in general, and has determined that each are suitable for Lessee's intended use, and each are satisfactory to Lessee. Lessee accepts the Premises and the Site in "as is" condition and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the Site, except as may be agreed to by the parties elsewhere herein.

(c) ENVIRONMENTAL: Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except for those Premises where the placement of a foundation is required for Lessee's equipment and/or facilities, and

approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

(d) COOPERATION: Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits or Leases necessary for the parties to exercise their respective rights hereunder. Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the Premises.

(e) ESTOPPEL CERTIFICATES: Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

(f) LIENS: Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment, deposit or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

16. FORCE MAJEURE AND SITE DAMAGE

(a) FORCE MAJEURE: The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) SITE DAMAGE: If a Site is fully or partially destroyed or damaged, and as a result thereof Lessee is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Lessee's operations before such event, Lessor shall notify Lessee, within ten (10) days after such event, whether or not it intends to consider rebuilding or otherwise restoring the applicable Site and/or condition. If Lessor elects not to rebuild or otherwise restore the Site or remedy the condition, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild or repair the Site, it shall notify Lessee of that election and Lessee shall then have five (5) business days thereafter to either (i) terminate this Lease as of the date the Site was originally damaged; or (ii) agree to the continuation of this Lease. If Lessee agrees that this Lease shall continue, Lessor shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of rel ises from each of its other customers on the Site and, if Lessor, in its sole discretion, determines that it is commercially reasonable to restore the Site, Lessor shall undertake to do so. If Lessor elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Lessee shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations.

17. DEFAULT

(a) GENERALLY: A party shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within ten (10) days after receiving written notice. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) LESSOR REMEDIES: Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this section, seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee.

(c) LESSEE REMEDIES: Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

18. TERMINATION

(a) PRIOR TO COMMENCEMENT: This Lease may be terminated by Lessee prior to the commencement of the initial term by written notice to Lessor without further liability if, prior to commencement, Lessee is unable, through no fault of Lessee by way of Lessee's act or omission, to obtain any license, permit or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises.

(b) DURING TERM: Lessee may terminate this Lease during the current term upon ninety (90) days prior written notice to Lessor, w t further liability, if through no act or omission of Lessee (i) any license, permit, or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises is cancelled or otherwise withdrawn or terminated; or (ii) Lessee is unable to continue its use of the Premises due to an action of the FCC. Lessor may terminate this Lease if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any

tower or structure thereon, for the purposes contemplated by this Lease. Lessor may terminate this lease if an extension or continuation of the Prime Agreement is unable to be secured.

19. ASSIGNMENT: Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Lessor, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time.

20. EMINENT DOMAIN: If the Site or Premises upon which a tower, foundation, or building is located are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

21. LENDER'S CONTINUATION RIGHTS: Lessee understands that Lessor has mortgaged or otherwise created a lien on the Site. Accordingly, Lessee agrees that this Lease shall be subordinate to mortgages or other security instruments executed between Lessor and its lender ("Lender") that affect the Site. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

22. MISCELLANEOUS PROVISIONS

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(c) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a written instrument executed by both parties.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located, except that a proceeding for monetary default may be brought in Sarasota County, Florida. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

23. STATE SPECIFIC PROVISIONS

FLORIDA: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

NORTH CAROLINA: Prior to the commencement of any work to be performed in the State of North Carolina by any contractor or subcontractor retained by Lessee (directly or indirectly), Lessee is solely responsible and liable to Lessor for the delivery to Lessor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have acted in compliance with G.S. 97-93 of the North Carolina General Statutes.

TEXAS: WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LESSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINAING POSITION WITH LESSOR. LESSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 741, ET. ESQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LESSEE'S OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

24. CONDITIONAL PROVISIONS (APPLICABLE IF CHECKED)

☐ **IMPROVEMENTS:** The parties agree and acknowledge that to make the Site suitable for Lessee's intended use, the Site requires certain improvements (the "Improvements"). The parties agree and acknowledge that such Improvements will cost an amount approximately equal to $_____ (the "Improvement Cost"). Lessee shall pay to Lessor $_____ of such Improvement Cost by valid purchase order or check ("Lessee's Improvement Cost Contribution"). Upon Lessor's receipt of Lessee's Improvement Cost Contribution, Lessor shall use its best efforts to commence construction of such Improvements; provided that Lessor shall not be responsible for obtaining materials or executing contracts for the commencement of such Improvements until Lessor receives Lessee's Improvement Cost Contribution pursuant to this section. Once Lessor receives such Lessee's Improvement Cost Contribution, Lessee acknowledges and agrees that Lessee's ability to terminate this Schedule prior to the Commencement Date pursuant to the terms herein or pursuant to the Master Antenna Site Lease shall be deemed revoked and Lessee's Improvement Cost Contribution shall be non-refundable. Nothing in this Schedule shall require Lessor to complete the Improvements prior to the Commencement Date provided that Lessor undertakes in good faith to complete the Improvements in a commercially reasonable time period.

☐ **GOVERNMENT ASSESSMENTS:** This Site is Leased or leased from the Bureau of Land Management, the United States Forestry Service or other federal, state or local government authority. Lessee shall pay to Lessor its pro rata share of any and all fees or assessments levied by such governmental authority with regard to the Premises, as well as any fees or assessments invoiced by such authority that are attributable to the Permitted Equipment or Lessee's operations at the Site.

☐ **ADDITIONAL LAND:** Lessor and Lessee agree and acknowledge that additional ground space or access rights must be obtained to accommodate Lessee's needs at the Site, and that Lessor will attempt to secure such ground space or access rights. If Lessor is unable to obtain the additional ground space or access rights on terms mutually acceptable to Lessor and Lessee within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the additional ground space or access rights that are necessary. The Commencement Date of this Lease shall be extended until such requisite ground space or access rights have been obtained. If Lessor is unable to obtain the additional ground space or access rights within the additional ninety (90) day period, this Lease shall terminate.

☐ **LAND OWNER CONSENT:** Lessor and Lessee agree and acknowledge that the consent of the Land Owner must be obtained in order to lease or sublease portions of the Site, and that Lessor will attempt to secure such consent. If Lessor is unable to obtain this consent within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the consent that is necessary. The Commencement Date of this Lease shall be extended until such requisite consent has been obtained. If Lessor is unable to obtain this consent within the additional ninety (90) day period, this Lease shall terminate.

☐ **ADDITIONAL PROVISION(S)**

IN WITNESS WHEREOF, the parties have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

Name: Kevin Vincent

Name: Peter Snow

LESSOR:
Pinnacle Towers LLC
By: Global Signal Services LLC, its Manager

By: _____

Name: Brett Buggeln
Senior Director of Real Estate & Construction

As Its: _____

Date: 1/18/06

WITNESSES:

Name: Ruth G. Silva

Name: _____

LESSEE:
City Of Laredo

By: _____

Name: Larry Dovalina

As Its: City Manager

Date: 1/12/06

Attested

By: _____
Gustavo Guevara, Jr.
City Secretary

EXHIBIT A
(TO TOWER SITE LEASE NO. 4026348)

LEGAL DESCRIPTION
OF THE SITE

Tract 1:

A tract of land containing 2.0379 acres, more or less, out of Porcion 10 Tomas Sanchez, Original Grantee, Abstract No. 280 in Webb County, Texas; Said 2.0379 acre tract being out of a 10 acre tract of land described by metes and bounds in Deed recorded in Volume 1053, Page 143-145 of the Webb County, Deed Records, and being herein more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found on the Southeast line of Porcion 9 and Northwest line of Porcion 10, same being the Southeast corner of a called 10 acre tract of land (9.9767 acres actual) described in Deed from Roger C. Rosha to Maria G. Becerra, dated March 16, 1991, same 10 acre tract being out of an original 1,261.95 acre tract in Porcion 9 as described in Deed recorded in Volume 352, Page 226-230 of the Webb County, Deed Records;

THENCE, S 68° 00' 00" E, with the Southeast line of Porcion 9, Northwest Line of Porcion 10 and the South line of said 10 acre tract, a distance of 481.25' to a ½" iron rod found for the true point of beginning and the Northeast corner hereof;

THENCE, S 26° 32' 25" E, with an fence in places and the East line of this tract, a distance of 1,486.22' to a point on the North right of way line of F.M. 1472 road (known as mines road) for the Southeast corner hereof;

THENCE, S 80° 21' 29" W, along the North right of way line of F. M. 1472 road, a distance of 62.71' to a point for the Southwest corner hereof;
THENCE, N 26° 32' 25" W, with a fence in places along the East line of a 8.000 acre tract as described in Deed recorded in Volume 1053, Page 873-874 of the Webb County, Deed Records, and the West line of this tract, a distance of 1,472.76' to a point for the Northwest corner hereof;

THENCE, N 68° 00' 00" E, with the Southeast line of Porcion 9, the Northwest line of Porcion 10 and the South line of said 10 acre tract, a distance of 60.19' to the POINT OF BEGINNING, containing 2.0379 acres of land, more or less.
SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SURFACE ONLY of a 0.0381 acre tract out of Porcion No. 10, Tomas Sanchez, Original Grantee, Abstract No. 280, also being out of 10.00 acre tract (Tract 9) as conveyed by Deeds from Patricia Frese Yates, Independent Executrix of the Estate of Samuel Arthur Yates, Deceased and Jack E. Blanco to Thomas Wilson as recorded in Volume 1053, Pages 143-145 and 576-578, Real Property Records of Webb County, Texas, and being more fully described by metes and bounds as follows:

Commencing at the northeast corner of said 10.00 acre tract (out of Tract 9);

Thence, S. 26° 36' 31" E., 1472.41 feet to the point of beginning being on the north Right-of-Way Line of Highway FM 1472, said point being the southeast corner of said 10.00 acre tract herein described;

Thence, S. 80° 58' 29" W., 62.77 feet along said north Right-of-Way Line of Highway FM 1472 to a point for the southwest corner of this tract;

Thence, N. 26° 33' 18" W., 23.69 feet along a line to a point for the northwest corner of this tract;

Thence in an easterly direction, 60.76 feet along a curve to the left having a central angle of 01° 16' 56", a tangent of 30.38 feet and a radius of 2741.79 feet to a point on the east line of said 10.00 acre tract for the northeast corner of this tract;

Thence, S. 26° 36' 31" E., 32.04 feet along said east line of said 10.00 acre tract to the point of beginning and containing 0.0381 of an acre tract (1660.61 sq. ft.) of land more or less.

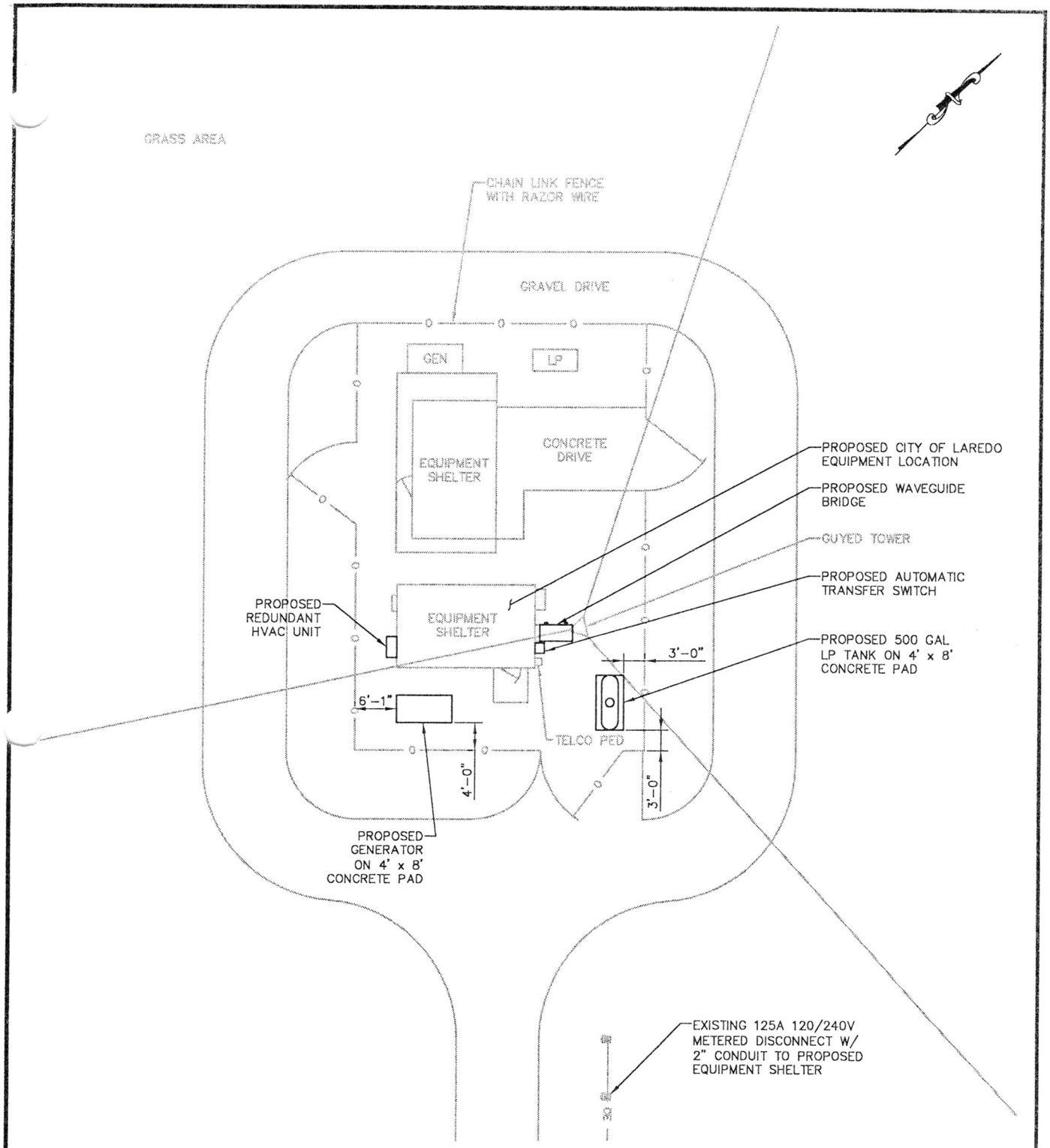
Company does not guarantee the amount of acreage.

TRACT 2:

Lot One (1), Block One (1), MOTOROLA PLAT, situated in Webb County, Texas, according to plat thereof recorded in Volume 13, Page 4, Map Records of Webb County, Texas.

EXHIBIT B
(TO TOWER SITE LEASE NO. 4026348)

SITE DRAWING OF THE PREMISES



SITE LAYOUT PLAN

20 0 10 20

1 INCH = 20 FT.

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

FOR INFORMATION ONLY

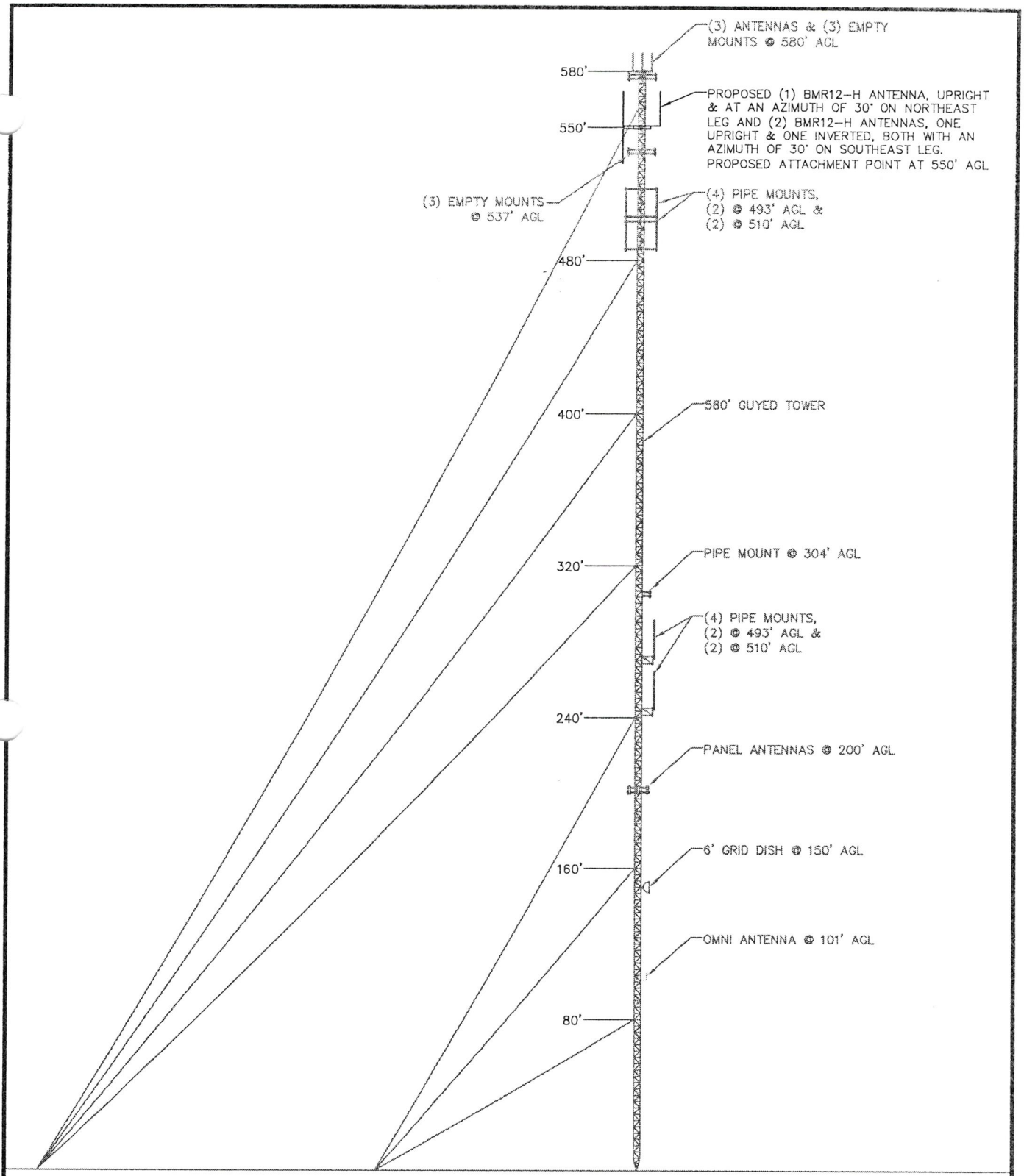
MOTOROLA

CITY OF LAREDO
NW SITE - PINNACLE

SITE PLAN
EXHIBIT 1 OF 2

1

I:\Mot - Public Safety\Motorola-Laredo_Pinnacle # 0400-034 (NW of Laredo)\CAD\MO-Laredo-NWsite-AS.dwg, 11/11/05 5:31:47 PM, kcs



TOWER ELEVATION

NTS

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

FOR INFORMATION ONLY

MOTOROLA

CITY OF LAREDO
NW SITE - PINNACLE

TOWER ELEVATION EXHIBIT 2 OF 2 REVISION 1

2

I:\Mot - Public Safety\Motorola-Laredo_Pinnacle # 0400-034 (NW of Laredo)\CAD\MO-Laredo-NWsite-AS.dwg, 12/15/05 3:20:33 PM, kcs

EXHIBIT C
(TO TOWER SITE LEASE NO. 4026348)

PERMITTED EQUIPMENT AND FREQUENCIES
(This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease.)

LESSEE'S FCC LEASE/CALL SIGNS: _____

EXPIRATION DATE: _____

TOWER (SDA) MOUNTED EQUIPMENT LIST:

Lessee Owned Antennas ☐ **(OR)** Lessor's Master Antenna System ☐

ANTENNAS #1	**Mounting Height:**	**245'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	Dipole	**Model:**		**Length:**	20'
Weight:		**Mount Type:**		**Weight:**	
Azimuth:		**ERP:**		**Coax Size:**	7/8"
ANTENNAS #2	**Mounting Height:**	**270'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	Dipole	**Model:**		**Length:**	20'
Weight:		**Mount Type:**		**Weight:**	
Azimuth:		**ERP:**		**Coax Size:**	7/8"
ANTENNAS #3	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Length:**	20'
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	207 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	1 ¼"
ANTENNAS #4	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Make:**	RFS
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	92 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	1 ¼"
ANTENNAS #5	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Make:**	RFS
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	92 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	7/8"
Number of TMA:	1	**Coax size:**	3/8"		

Total Number of Antennas: 5
Total Number of Feedlines: 6

GROUND & BUILDING EQUIPMENT LIST

Lessor Building: ☒ **Lessee Building: ☐** **Lessee Pad: ☐**
Dimensions of Lessee's Floor Space: 10' x 2' (20 sq. ft.)

Equipment Make: **Equipment Model:**
Power Requirements: 200 volts **Transmit Power: 302** watts
Total # of Cabinets:2 **Cabinet Dimensions:** W 2' x D 2' x H 7' 6"

Transmit Frequencies: 851.125, 856.225, 857.125, 857.225, 858.125, 858.225, 859.125, 859.225, 860.125, 860.225 MHz

Receive Frequencies: 811.125, 811.225, 812.125, 812.225, 813.125, 813.225, 814.125, 814.225, 815.125, 815.225 MHz

Electrical Usage

☐ Included in Price (PTI Bundled) ☒ Tenant Direct (Tenants Cost) ☐ Flat Rate $

EXHIBIT D
INSURANCE REQUIREMENTS

1. LESSEE REQUIREMENTS

Within five (5) days after the execution of the Lease, but prior to the commencement of the initial term of such Lease, Lessee shall provide Lessor with certificates of insurance evidencing required coverage in force for the Site with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and name Lessor as an "additional insured" on the each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the applicable Lease in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

(a) Property: Lessee shall insure its Permitted Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

(b) Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit	$1,000,000.00

(c) Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	$1,000,000.00
Products & Completed Operations Limit	$1,000,000.00
Personal Injury & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Damage to Rented Premises	$ 100,000.00
Medical Expense Limit	$ 5,000.00

(d) Workers Compensation:

Employers Liability (State of the site location)	Statutory
Limit each accident	$ 100,000.00
Limit disease aggregate	$ 500,000.00
Limit disease each employee	$ 100,000.00

2. LESSEE'S CONTRACTORS AND SUBCONTRACTORS

Lessee shall require its Contractor and Subcontractors ("Contractors") to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

(a) General Site Maintenance: Contractors performing General Site Maintenance, defined as: (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	$1,000,000.00
General aggregate limit	$1,000,000.00

(b) Site Work: Contractors working on the Site (other than General Site Maintenance), but not on the tower:

Each occurrence limit	$3,000,000.00
General aggregate limit	$3,000,000.00

(c) Tower Climbers: Work at a Site in **any** capacity that requires climbing the tower:

Each occurrence limit	$5,000,000.00
General aggregate limit	$5,000,000.00

Customer Site Name:
Customer Site ID:

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 267957

FIRST AMENDMENT TO TOWER SITE LEASE

This First Amendment to Tower Site Lease (this "Amendment") is made this 15th day of April, 20 11, by and between Pinnacle Towers LLC, a Delaware limited liability company ("Crown"), and City of Laredo ("Customer").

WHEREAS, Crown (and/or certain of its predecessors-in-interest) and Customer (and/or certain of its predecessors-in-interest) entered into a certain Tower Site Lease dated January 18, 2006, as may have been previously amended and/or assigned (hereinafter the "TLA"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility described in the TLA (the "Site"); and

WHEREAS, Crown and Customer desire to amend the TLA pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the TLA.

2. The monthly fee due under the TLA shall decrease by Two Thousand One Hundred Forty Seven and 25/100 Dollars ($2,147.25) on March 1, 2011, so that the adjusted monthly fee due as of said date shall be Three Thousand and 00/100 ($3,000.00).

3. The parties acknowledge that Customer is making certain modifications to its space and/or equipment at the Site as described in Attachment A, attached hereto.

4. The descriptions of Customer's space on the ground set forth in the TLA (including, without limitation, any descriptions of Customer's space on the ground set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer's space on the ground set forth in Attachment A and Attachment B, attached hereto.

5. The descriptions of Customer's space on the tower set forth in the TLA (including, without limitation, any descriptions of Customer's space on the tower set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer's space on the tower set forth in Attachment A and Attachment C, attached hereto.

6. The equipment descriptions and specifications with respect to Customer's tower-mounted equipment and Customer's ground-based equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's tower-mounted equipment and Customer's ground-based equipment set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the equipment descriptions and specifications with respect to Customer's tower-mounted equipment and Customer's ground-based equipment set forth in Attachment A, Attachment B and Attachment C, attached hereto.

7. Except as expressly set forth in this Amendment, the TLA is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

Customer Site Name:
Customer Site ID:

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 267957

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Pinnacle Towers LLC,
a Delaware limited liability company

By: Cynthia Brylka

Print Name: Cynthia Brylka

Title: Licensing Manager

Execution Date: 4-15-11

CUSTOMER:

City of Laredo

By:

Print Name: Carlos R. Villarreal

Title: City Manager

Execution Date: 4/6/11

CITY OF LAREDO, TEXAS

Rev.: 1
Prepared by: M. Cole
Prepared on: February 14, 2011
Template Version: 11/14/07, rev. 11/14/07

CROWN CASTLE

Customer Site Name:
Customer Site ID:

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 267957

ATTACHMENT A

Site Engineering Application

See attached approved Site Engineering Application

Customer Approved: Feb 10 2011

Application ID: 115111 **Revision # 1** **Submitted: Jan 25 2011**

Submitted By:	Jennifer Hermelin		
Original Submit Date:	Jan 25 2011	**Desired Install Date:**	N/A
Reason for Application:	Other	**JDE Job Number**	149031

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA:	Stand Alone Agreement - TLA
Parent License #:	154706
Company:	CITY OF LAREDO
Address:	PO BOX 210
City/Town:	LAREDO
State:	TX **Postal Code:** 78042-0210
Customer Job Number:	N/A
Customer Payment Reference:	
Customer Site Name:	N/A
Customer Site Number :	N/A

Site Information

Crown Castle Site Name:	Laredo		
Crown Castle Site ID:	871248		
Crown Castle District:	Austin		
Address:	27005 FM Hwy 1472		
City/Town:	LAREDO		
State:	TX	**Postal Code:**	78041
County:	Webb		
Latitude:	27° 39' 33.52"	**Longitude:**	-99° 36' 36.55"
Structure Type:	GUYED	**Structure Height:**	580 ft

Legal Entity Information

Operating Legal Entity:	CITY OF LAREDO		
Primary Contact:	JC PRUNEDA	**Phone:**	956-721-2050
E-mail:	jpruneda@ci.laredo.tx.us	**Fax:**	956-721-2059
Address:	1101 Garden St.		
City/Town:	Laredo	**State:** TX **Postal Code:**	78040
RF Contact:	Juan C Pruneda	**Phone:**	956-740-3957
E-mail:	jpruneda@ci.laredo.tx.us		

Service Information

				Frequencies			
				Transmit		Receive	
Svc	**Technology**	**EIRP (WATTS)**	**Std Frequency**	**Start**	**Stop**	**Start**	**Stop**
1	Digital	125.0		806.0	821.0	851.0	866.0

Antenna Information

Cust Mount Class / Eng Mount	C Line Mount	Leg or	Mfg. /	Transmit	Transmit	Receive	Receive

Pos.	Type	Elev	Level	Azimuth	Face	Model	Svc	Start	Stop	Start	Stop	Use	Orient	Status
A	Sector Mount Sector Mount [SM 101-1]	545	551.0 FT	50	Face A	RFS/CELWAVE BMR12-H-B1	1	806.0	821.0	851.0	866.0	TX/RX	Inverted	Installed
A	Sector Mount Sector Mount [SM 101-1]	565	551.0 FT	50	Face A	RFS/CELWAVE BMR12-H-B1	1	806.0	821.0	851.0	866.0	TX/RX	Upright	Installed
B	Sector Mount Sector Mount [SM 101-1]	565	551.0 FT	300	Face C	RFS/CELWAVE BMR12-H-B1	1	806.0	821.0	851.0	866.0	TX/RX	Upright	Installed

Feedline Information

Pos.	Customer Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
A	Sector Mount	1	Primary: ANDREW Secondary: N/A	LDF6-50A	595.0 ft	F2F	FLLDR	Installed
A	Sector Mount	1	Primary: ANDREW Secondary: N/A	LDF6-50A	615.0 ft	F2F	FLLDR	Installed
B	Sector Mount	1	Primary: ANDREW Secondary: N/A	LDF5-50A	615.0 ft	F2F	FLLDR	Installed

Optional Component Information

Pos.	Customer Mount Class	Qty.	Type	Mfg.	Tower Mounted Equipment Model	Elevation	Status
A	Sector Mount	N/A	N/A	N/A	N/A	N/A	N/A
A	Sector Mount	N/A	N/A	N/A	N/A	N/A	N/A
B	Sector Mount	N/A	N/A	N/A	N/A	N/A	N/A

Power Requirements

VAC	Need Crown Power	Phase	Amps
120/240	No	Single Phase	0

Lease, Pad, and Building Requirements

Building
Building Id #: N/A
Building Type: INSHLTR

	Length	Width	Height	SQ. Footage	Status
Lease	10ft 0in	2ft 0in	N/A N/A	20.0	INSTLLD
Pad	N/A N/A	N/A N/A	N/A N/A	N/A	N/A
Building	N/A N/A	N/A N/A	N/A N/A	N/A	N/A

Other Pad Requirements

No cabinets, dishes or other pads exist for this application
Number of Existing Cabinets: 0
Number of Proposed Cabinets: 0

Generator Requirements

Propane Generator

Generator Status:	Location:	Manufacturer:	Model:	Generator Size (KW):	Tank Size (GAL):	Crown or Customer Generator:
INSTLLD	INADDAR	GENERAC	UNKNOWN	40	500	CUSTOMER

	Length	Width	Height	SQ. Footage	Status

Lease	4ft 0in	8ft 0in	N/A N/A	32.0	INSTLLD
Pad	4ft 0in	8ft 0in	N/A N/A	32.0	INSTLLD
Propane Lease	4ft 0in	8ft 0in	N/A N/A	32.0	INSTLLD
Propane Pad	4ft 0in	8ft 0in	N/A N/A	32.0	INSTLLD

Battery Requirements **Is Battery Backup Required? No**

Type	Qty.	Mfg.	Model
N/A	0	N/A	N/A
N/A	0	N/A	N/A

Comments/Additional Information

Comments:
CITY OF LAREDO. The purpose of this amendment is to remove the equipemnt at the 245' and 270' levels. All other existing RF configurations and ground equipment will remain the same. Final Configuration: 3 Omni's and 3 lines.

****Indicates where Cut Sheet data has been entered.**

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
3	RFS/CELWAVE	BMR12-H-B1	OMNI	240.0 IN	6.625 IN	6.625 IN	92.0 LBS	7.6 FT2

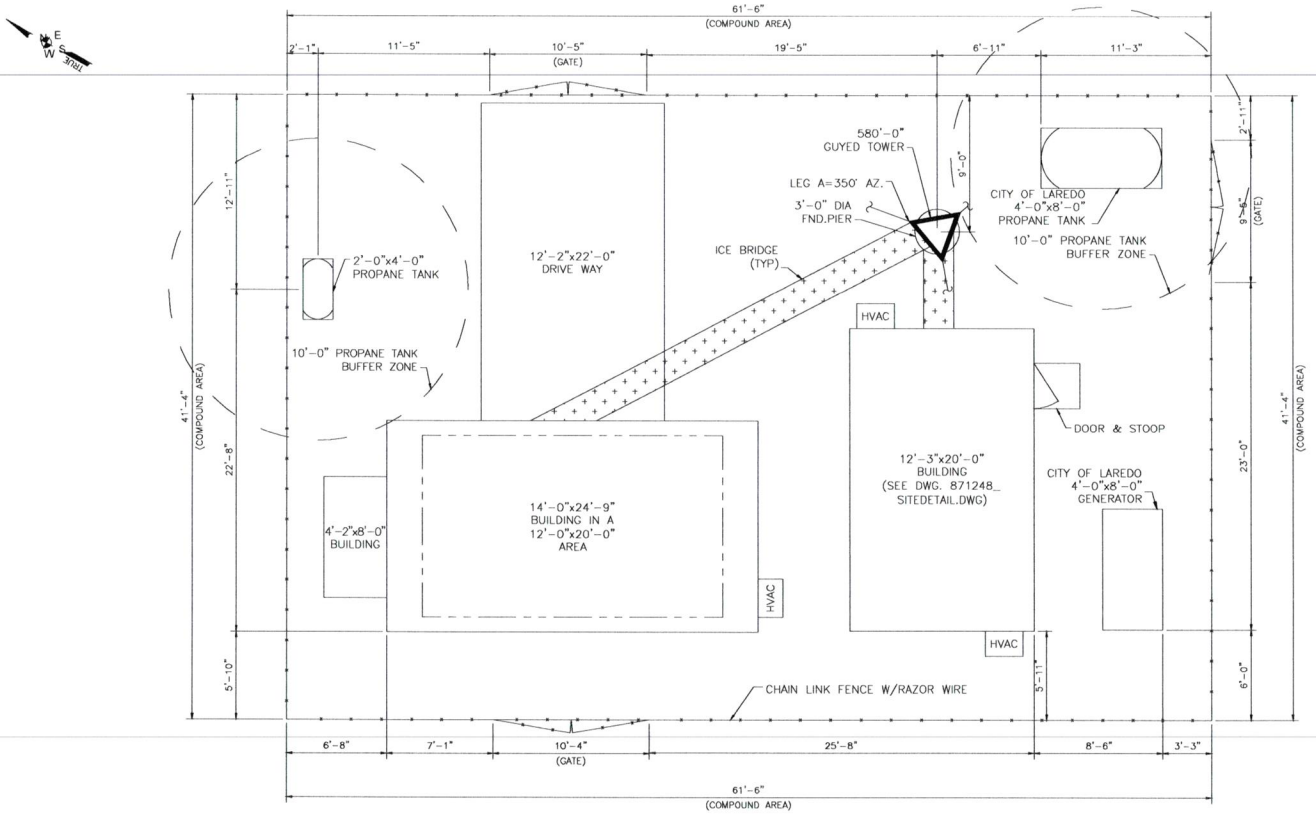
Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
1	ANDREW	LDF5-50A	7/8"	1.09 IN
2	ANDREW	LDF6-50A	1-1/4"	1.55 IN

ATTACHMENT B

Site Plan

See attached Site Plan



AREA USAGE	
CROWN LEASE AREA	0 SQ FT
COMPOUND AREA	2542 SQ FT

SITE PLAN

SCALE: 1/8"=1'-0" | 1

ENG-PLN-10050 REV(-) DATE:7/13/06

PLOT DATE: 2/1/2011 FILE NAME: 871248_SITEPLAN.DWG

CARRIERS LOGO

CROWN CASTLE

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	12/02/08	NEW BUILD PER WORK ORDER # 192810	BNS

DRAWN BY: BNS
CHECKED BY: LAN
DRAWING DATE: 12/02/08

SITE NUMBER:
SITE NAME:

SITE NAME

LAREDO

BUSINESS UNIT NUMBER

871248

SITE ADDRESS

27005 FM HWY 1472
LAREDO, TX 78041
WEBB COUNTY
USA

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-2

CROWN CASTLE

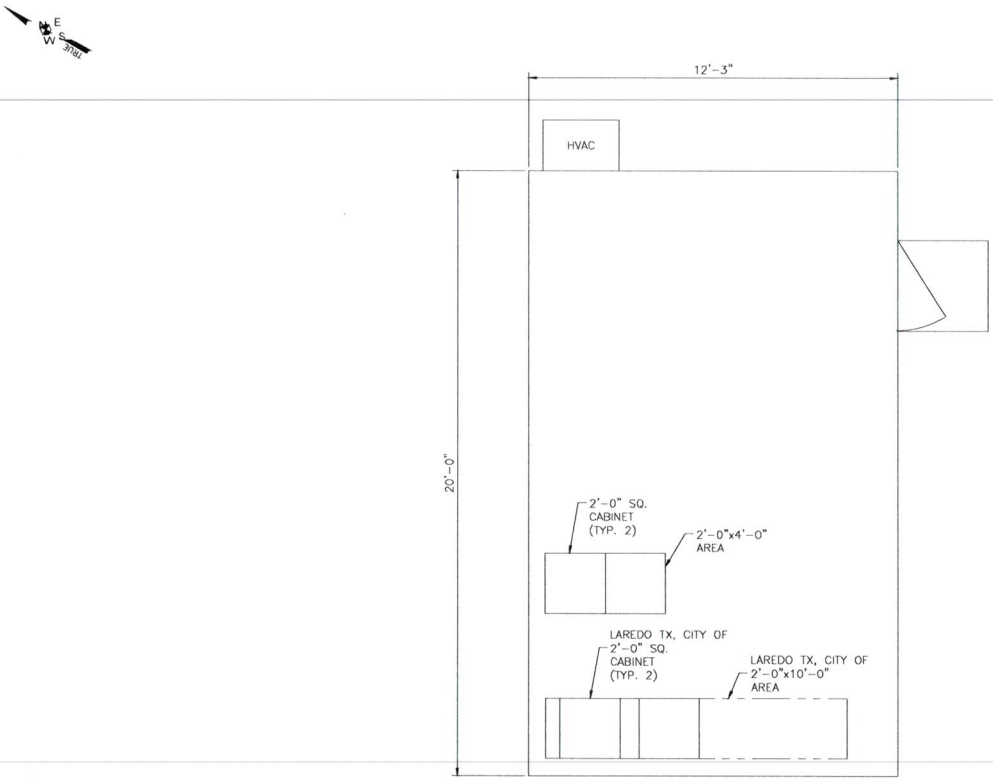
Customer Site Name:
Customer Site ID:

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 267957

ATTACHMENT C

Level Drawing

See attached Level Drawing



BUSINESS UNIT: 871248 TOWER ID: SITEDETAIL

AREA USAGE	
CROWN LEASE AREA	0 SQ FT
COMPOUND AREA	2542 SQ FT

SITE PLAN

SCALE: 1

ENG-PLN-10050 REV(-) DATE:7/13/06

PLOT DATE: 2/1/2011 FILE NAME: 871248_SITEDETAIL.DWG

CARRIERS LOGO

CROWN CASTLE

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	01/02/11	AS-BUILT INFORMATION ADDED PER WORK ORDER # 384822	WJM

DRAWN BY: WJM
CHECKED BY: WJM
DRAWING DATE: 12/02/08

SITE NUMBER:
SITE NAME:

SITE NAME

LAREDO

BUSINESS UNIT NUMBER

871248

SITE ADDRESS

27005 FM HWY 1472
LAREDO, TX 78041
WEBB COUNTY
USA

SHEET TITLE

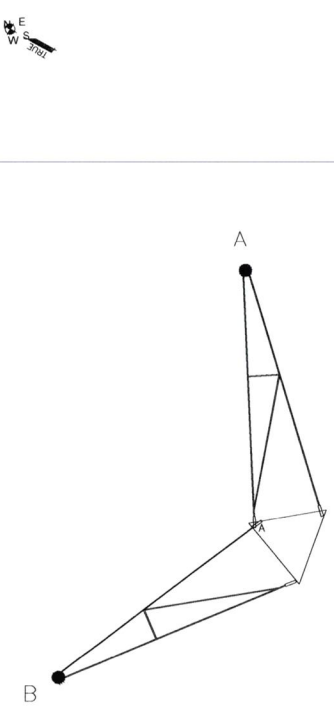
SITE DETAIL

SHEET NUMBER

A2-1

CROWN CASTLE

		ANTENNA							FEEDLINE		TME			
ORIENT	CUSTOMER	℄	STATUS	MFG	MODEL	AZ	TECH	TX/RX	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A UP	LAREDO TX, CITY OF	565	INSTALLED	RFS/CELWAVE	BMR12-H-B1	50	Digital	TX/RX	1	1-1/4"	0			
INV	LAREDO TX, CITY OF	545	INSTALLED	RFS/CELWAVE	BMR12-H-B1	50	Digital	TX/RX	1	1-1/4"	0			
B UP	LAREDO TX, CITY OF	565	INSTALLED	RFS/CELWAVE	BMR12-H-B1	300	Digital	TX/RX	1	7/8"	0			
C														
D														
E														
F														
G														
H														
I														
J														
K														
L														



LEGAL OPERATING ENTITY: **CITY OF LAREDO**

BUSINESS UNIT: 871248 TOWER ID: A LEVEL: 551

LEGEND: TYPICAL ANTENNA MOUNTING LOCATION

OMNI INVERTED	OMNI UPRIGHT	DISH	PANEL
BASE, ℄ ANT.	℄ ANT., BASE	℄ ANT.	℄ ANT.

MOUNT: SM 101-1

LEVEL DRAWING

1

PLOT DATE: 2/1/2011 FILE NAME: 871248_A_551_I.dwg

ENG-PLN-10050 REV(-) DATE:7/13/06 APP ID: 115111 REV:

CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	01/02/11	AS-BUILT INFORMATION ADDED PER WORK ORDER # 364822	WJM

DRAWN BY: WJM
CHECKED BY: WJM
DRAWING DATE: 2/1/2011

SITE NUMBER:
SITE NAME:

SITE NAME

LAREDO

BUSINESS UNIT NUMBER

871248

SITE ADDRESS

27005 FM HWY 1472
LAREDO, TX 78041
WEBB COUNTY
US

SHEET TITLE

551 FT INSTALLED LEVEL

SHEET NUMBER

A1-X

CROWN CASTLE

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To: City of Laredo

From: Licensing Document Execution Team

Date: April 18, 2011

Re: 871248 Laredo

Enclosed please find the fully executed original(s) for the above-referenced wireless communication facility(ies).

If you have any questions, please contact your Account Executive.

Best Regards,

Licensing Document Execution Team

Site Name: Laredo ID 3002068
Site Address: Hwy. 1472, 3 mi W of Las
County: WEBB
State: TX
Coordinates: Latitude 27|39|33.50 - Longitude 099|36|36.60

Lessee's Site Name and ID: Pinnacle Site

TOWER SITE LEASE # 4081072

Lessor:
Pinnacle Towers LLC, a Global Signal company
301 N. Cattlemen Road, Suite 300
Sarasota, FL 34232

Lessee:
City of Laredo
1110 Houston Street
Laredo, TX 78040

THIS TOWER SITE LEASE ("Lease") is entered into by and between Lessor and Lessee and shall be effective on the date last signed by one of the parties. The Lessor owns or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on attached EXHIBIT A.

WHEREAS, upon the commencement date of this lease, that certain Antenna Site Schedule No: 160400034N0007 by and between Pinnacle Towers Inc., and City of Laredo will be terminated and replaced by this lease.

WHEREAS, the Lessee desires to Lease a certain portion of land and tower space within the Site, along with access and utility easements thereto (collectively, the "Premises"), which is more particularly depicted on attached EXHIBIT B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor grants to Lessee use of the Premises, together with an access and utility easement, under the following terms and conditions:

1. USE: Lessee may use the Premises for the installation, location, operation, maintenance, repair and/or use of certain equipment ("Permitted Equipment"), operating at permitted frequencies ("Permitted Frequencies") as set forth on attached EXHIBIT C.

2. INITIAL TERM: Sixty (60) months, commencing on the date of one of the following ("Commencement Date"). The Commencement Date shall be the earlier of the initiation of any work at the Site (in which case Lessee agrees to provide a satisfactory written acknowledgement of the Commencement Date prior to any on-site installations or preparatory work); or, January 1, 2006.

3. RENEWAL TERMS: Three (3) renewal terms of **sixty (60)** months each, which will automatically renew unless Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than 90 days prior to the end of the then-current term.

4. RENT

(a) INITIAL RENT: The initial monthly rent shall be **Four Thousand Thirty-three and 00/100 Dollars ($4,033.00)** plus any applicable taxes. Rent shall become due and payable whether or not Lessee uses or maintains the Permitted Equipment on the Premises. Lessee shall pay all amounts due to Lessor by check, wire transfer, account auto debit or ACH credit to Lessor's account no later than the first business day of each calendar month that it is due. Payment, if by check, shall be delivered to the following address (or such other location as Lessor may designate in writing from time to time):

Pinnacle Towers LLC
PO Box 409250
Atlanta, GA 30384-9250

(b) ESCALATION: **Five percent (5%)** per annum, commencing on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, throughout the initial term of this Lease and any renewal term.

(c) PAYMENT PERIOD: Rent and any other applicable amounts due hereunder are due in advance, without offset or holdback, and shall be paid monthly.

(d) HOLDOVER. If Lessee holds over with respect to the Site or Premises after expiration of any Initial Term or Renewal Term, the Lease term with respect to such Site and/or Premises shall revert to a month-to-month term, and rent shall be one hundred fifty percent (150%) of the Rent applicable during the last month of the preceding term. Lessor and Lessee shall each have the right during such month-to-month term to terminate the Lease term with respect to such hold over, with or without cause, upon thirty (30) days' notice to the other party.

5. UTILITIES: Shall be (one of the following):
☐ Included in rent ("Bundled").
☒ Not included in rent. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be responsible for all associated costs including installation, metering, and usage.
☐ Flat Rate in the amount of _____ per month, payable with each rent installment.

NOTE: The electricity rate hereunder assumes an electricity cost of ten (10) cents per kilowatt–hour. Lessor reserves the right to pass

through any increases in this rate to lessees paying Bundled or Flat Rate utilities.

6. STRUCTURAL ANALYSIS:

☒ Completed / Not Required

☐ Pending, pursuant to a separate Structural Authorization Form or similar agreement by and between the parties. To the extent any structural analysis determines that Site upgrades, modifications, improvements are required to accommodate Lessee's Permitted Equipment, the full cost thereof shall be borne by Lessee.

7. PRIME AGREEMENT: If the Lessor leases the real property on which the Site is located from the owner of the real property, Lessee shall abide by the terms and conditions of the land lease between Lessor and owner (the "Prime Lease") to the extent that such terms and conditions affect the Lessee's use of the Site.

8. INTERFERENCE: Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other Lessees of the Site existing as of the date this Lease is executed by the parties. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessor agrees that Lessor and other Lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Lessee.

9. INSURANCE: Insurance requirements for Lessee and Lessee's Contractors and Subcontractors are contained in Exhibit "D" attached hereto and are incorporated herein by this reference. In no event shall Lessor be liable for damage to Lessee's equipment, including replacement.

10. INDEMNIFICATIONS

(a) LESSOR shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessor, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessor, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event that Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessor, which will not be unreasonably delayed, conditioned, or withheld.

(b) LESSEE shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessee, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessee, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

11. WAIVERS

(a) LESSOR waives its right to any claim against Lessee, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessor and in force at the time of any such damage and any risks which would be covered by the insurance which Lessor is required to carry hereunder. Lessor will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any damage covered by any policy.

(b) LESSEE waives its right to any claim against Lessor, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessee and in force at the time of any such damage and any risks which would be covered by the insurance which Lessee is required to carry hereunder. Lessee will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by any policy.

(c) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

12. EQUIPMENT INSTALLATION, RECONFIGURATION, AND REMOVAL

(a) INSTALLATION: Lessee's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the real estate. Prior to installing the Permitted Equipment on the Site, Lessee shall submit engineering drawings, plans and specifications (collectively, "Plans") for Lessor's reasonable approval, after which Lessee shall promptly commence and complete the installation in accordance with the approved Plans. Lessee's installation, and any associated costs including necessary permits or Leases shall be at Lessee's sole cost and expense. Lessee may not install equipment at the Site without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) RECONFIGURATION: Lessee agrees and acknowledges that the Permitted Equipment listed in this Lease is a true and accurate depiction of the equipment that Lessee will install at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment, and/or Permitted Frequencies contained herein, then Lessee shall submit such request to Lessor, in writing and in the form of Lessor's application ("Application"), for Lessor's approval.

(c) REMOVAL: Prior to the expiration or termination of this Lease, Lessee shall, at its sole cost and expense, remove its equipment from the Premises. If Lessee fails to timely remove its equipment, Lessor shall have, to the full extent of the law: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any.

13. COMPLIANCE

(a) LESSOR shall: (i) obtain and maintain all applicable federal, state and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; and, (iii) maintain the Site in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) LESSEE shall: (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit any third party to operate its Permitted Equipment, or at its Permitted Frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease.

14. MAINTENANCE

(a) LESSOR may reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure on the Site.

(b) LESSEE shall paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower, if the tower is painted from time to time. Lessee shall paint its Permitted Equipment to match the tower to ensure that the tower is in full compliance with applicable FCC, FAA or other rules or regulations governing the tower. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.

15. WARRANTIES AND REPRESENTATIONS

(a) FCC QUALIFIED: Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) SATISFACTION WITH SITE: Lessee represents that it has independently examined the tower, the building, and the Site in general, and has determined that each are suitable for Lessee's intended use, and each are satisfactory to Lessee. Lessee accepts the Premises and the Site in "as is" condition and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the Site, except as may be agreed to by the parties elsewhere herein.

(c) ENVIRONMENTAL: Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except for those Premises where the placement of a foundation is required for Lessee's equipment and/or facilities, and

approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

(d) COOPERATION: Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits or Leases necessary for the parties to exercise their respective rights hereunder. Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the Premises.

(e) ESTOPPEL CERTIFICATES: Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

(f) LIENS: Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment, deposit or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

16. FORCE MAJEURE AND SITE DAMAGE

(a) FORCE MAJEURE: The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) SITE DAMAGE: If a Site is fully or partially destroyed or damaged, and as a result thereof Lessee is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Lessee's operations before such event, Lessor shall notify Lessee, within ten (10) days after such event, whether or not it intends to consider rebuilding or otherwise restoring the applicable Site and/or condition. If Lessor elects not to rebuild or otherwise restore the Site or remedy the condition, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild or repair the Site, it shall notify Lessee of that election and Lessee shall then have five (5) business days thereafter to either (i) terminate this Lease as of the date the Site was originally damaged; or (ii) agree to the continuation of this Lease. If Lessee agrees that this Lease shall continue, Lessor shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each of its other customers on the Site and, if Lessor, in its sole discretion, determines that it is commercially reasonable to restore the Site, Lessor shall undertake to do so. If Lessor elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Lessee shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations.

17. DEFAULT

(a) GENERALLY: A party shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within ten (10) days after receiving written notice. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) LESSOR REMEDIES: Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this section, seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee.

(c) LESSEE REMEDIES: Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

18. TERMINATION

(a) PRIOR TO COMMENCEMENT: This Lease may be terminated by Lessee prior to the commencement of the initial term by written notice to Lessor without further liability if, prior to commencement, Lessee is unable, through no fault of Lessee by way of Lessee's act or omission, to obtain any license, permit or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises.

(b) DURING TERM: Lessee may terminate this Lease during the current term upon ninety (90) days prior written notice to Lessor, without further liability, if through no act or omission of Lessee (i) any license, permit, or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises is cancelled or otherwise withdrawn or terminated; or (ii) Lessee is unable to continue its use of the Premises due to an action of the FCC. Lessor may terminate this Lease if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any

tower or structure thereon, for the purposes contemplated by this Lease. Lessor may terminate this lease if an extension or continuation of the Prime Agreement is unable to be secured.

19. ASSIGNMENT: Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Lessor, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time.

20. EMINENT DOMAIN: If the Site or Premises upon which a tower, foundation, or building is located are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

21. LENDER'S CONTINUATION RIGHTS: Lessee understands that Lessor has mortgaged or otherwise created a lien on the Site. Accordingly, Lessee agrees that this Lease shall be subordinate to mortgages or other security instruments executed between Lessor and its lender ("Lender") that affect the Site. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

22. MISCELLANEOUS PROVISIONS

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(c) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a written instrument executed by both parties.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located, except that a proceeding for monetary default may be brought in Sarasota County, Florida. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

23. STATE SPECIFIC PROVISIONS

FLORIDA: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

NORTH CAROLINA: Prior to the commencement of any work to be performed in the State of North Carolina by any contractor or subcontractor retained by Lessee (directly or indirectly), Lessee is solely responsible and liable to Lessor for the delivery to Lessor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have acted in compliance with G.S. 97-93 of the North Carolina General Statutes.

TEXAS: WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LESSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINAING POSITION WITH LESSOR. LESSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 741, ET. ESQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LESSEE'S OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

24. CONDITIONAL PROVISIONS (APPLICABLE IF CHECKED)

☐ **IMPROVEMENTS:** The parties agree and acknowledge that to make the Site suitable for Lessee's intended use, the Site requires certain improvements (the "Improvements"). The parties agree and acknowledge that such Improvements will cost an amount approximately equal to $_____ (the "Improvement Cost"). Lessee shall pay to Lessor $_____ of such Improvement Cost by valid purchase order or check ("Lessee's Improvement Cost Contribution"). Upon Lessor's receipt of Lessee's Improvement Cost Contribution, Lessor shall use its best efforts to commence construction of such Improvements; provided that Lessor shall not be responsible for obtaining materials or executing contracts for the commencement of such Improvements until Lessor receives Lessee's Improvement Cost Contribution pursuant to this section. Once Lessor receives such Lessee's Improvement Cost Contribution, Lessee acknowledges and agrees that Lessee's ability to terminate this Schedule prior to the Commencement Date pursuant to the terms herein or pursuant to the Master Antenna Site Lease shall be deemed revoked and Lessee's Improvement Cost Contribution shall be non-refundable. Nothing in this Schedule shall require Lessor to complete the Improvements prior to the Commencement Date provided that Lessor undertakes in good faith to complete the Improvements in a commercially reasonable time period.

☐ **GOVERNMENT ASSESSMENTS:** This Site is Leased or leased from the Bureau of Land Management, the United States Forestry Service or other federal, state or local government authority. Lessee shall pay to Lessor its pro rata share of any and all fees or assessments levied by such governmental authority with regard to the Premises, as well as any fees or assessments invoiced by such authority that are attributable to the Permitted Equipment or Lessee's operations at the Site.

☐ **ADDITIONAL LAND:** Lessor and Lessee agree and acknowledge that additional ground space or access rights must be obtained to accommodate Lessee's needs at the Site, and that Lessor will attempt to secure such ground space or access rights. If Lessor is unable to obtain the additional ground space or access rights on terms mutually acceptable to Lessor and Lessee within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the additional ground space or access rights that are necessary. The Commencement Date of this Lease shall be extended until such requisite ground space or access rights have been obtained. If Lessor is unable to obtain the additional ground space or access rights within the additional ninety (90) day period, this Lease shall terminate.

☐ **LAND OWNER CONSENT:** Lessor and Lessee agree and acknowledge that the consent of the Land Owner must be obtained in order to lease or sublease portions of the Site, and that Lessor will attempt to secure such consent. If Lessor is unable to obtain this consent within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the consent that is necessary. The Commencement Date of this Lease shall be extended until such requisite consent has been obtained. If Lessor is unable to obtain this consent within the additional ninety (90) day period, this Lease shall terminate.

☐ **ADDITIONAL PROVISION(S)**

IN WITNESS WHEREOF, the parties have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

Name: Kevin Vincent

Name: Peter Snow

LESSOR:
Pinnacle Towers LLC
By: Global Signal Services LLC, its Manager

By:

Name: Brett Buggeln
Senior Director of Real Estate & Construction

As Its:

Date: 1/18/06

WITNESSES:

Name: Ruth G. Silva

Name:

LESSEE:
City Of Laredo

By:

Name: Larry Dovalina

As Its: City Manager

Date: 1/12/06

Attested

By:
Gustavo Guevara, Jr.
City Secretary

EXHIBIT A
(TO TOWER SITE LEASE NO. 4026348)

LEGAL DESCRIPTION
OF THE SITE

Tract 1:

A tract of land containing 2.0379 acres, more or less, out of Porcion 10 Tomas Sanchez, Original Grantee, Abstract No. 280 in Webb County, Texas; Said 2.0379 acre tract being out of a 10 acre tract of land described by metes and bounds in Deed recorded in Volume 1053, Page 143-145 of the Webb County, Deed Records, and being herein more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found on the Southeast line of Porcion 9 and Northwest line of Porcion 10, same being the Southeast corner of a called 10 acre tract of land (9.9767 acres actual) described in Deed from Roger C. Rosha to Maria G. Becerra, dated March 16, 1991, same 10 acre tract being out of an original 1,261.95 acre tract in Porcion 9 as described in Deed recorded in Volume 352, Page 226-230 of the Webb County, Deed Records;

THENCE, S 68° 00' 00" E, with the Southeast line of Porcion 9, Northwest Line of Porcion 10 and the South line of said 10 acre tract, a distance of 481.25' to a ½" iron rod found for the true point of beginning and the Northeast corner hereof;

THENCE, S 26° 32' 25" E, with an fence in places and the East line of this tract, a distance of 1,486.22' to a point on the North right of way line of F.M. 1472 road (known as mines road) for the Southeast corner hereof;

THENCE, S 80° 21' 29" W, along the North right of way line of F. M. 1472 road, a distance of 62.71' to a point for the Southwest corner hereof;
THENCE, N 26° 32' 25" W, with a fence in places along the East line of a 8.000 acre tract as described in Deed recorded in Volume 1053, Page 873-874 of the Webb County, Deed Records, and the West line of this tract, a distance of 1,472.76' to a point for the Northwest corner hereof;

THENCE, N 68° 00' 00" E, with the Southeast line of Porcion 9, the Northwest line of Porcion 10 and the South line of said 10 acre tract, a distance of 60.19' to the POINT OF BEGINNING, containing 2.0379 acres of land, more or less.
SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SURFACE ONLY of a 0.0381 acre tract out of Porcion No. 10, Tomas Sanchez, Original Grantee, Abstract No. 280, also being out of 10.00 acre tract (Tract 9) as conveyed by Deeds from Patricia Frese Yates, Independent Executrix of the Estate of Samuel Arthur Yates, Deceased and Jack E. Blanco to Thomas Wilson as recorded in Volume 1053, Pages 143-145 and 576-578, Real Property Records of Webb County, Texas, and being more fully described by metes and bounds as follows:

Commencing at the northeast corner of said 10.00 acre tract (out of Tract 9);

Thence, S. 26° 36' 31" E., 1472.41 feet to the point of beginning being on the north Right-of-Way Line of Highway FM 1472, said point being the southeast corner of said 10.00 acre tract herein described;

Thence, S. 80° 58' 29" W., 62.77 feet along said north Right-of-Way Line of Highway FM 1472 to a point for the southwest corner of this tract;

Thence, N. 26° 33' 18" W., 23.69 feet along a line to a point for the northwest corner of this tract;

Thence in an easterly direction, 60.76 feet along a curve to the left having a central angle of 01° 16' 56", a tangent of 30.38 feet and a radius of 2741.79 feet to a point on the east line of said 10.00 acre tract for the northeast corner of this tract;

Thence, S. 26° 36' 31" E., 32.04 feet along said east line of said 10.00 acre tract to the point of beginning and containing 0.0381 of an acre tract (1660.61 sq. ft.) of land more or less.

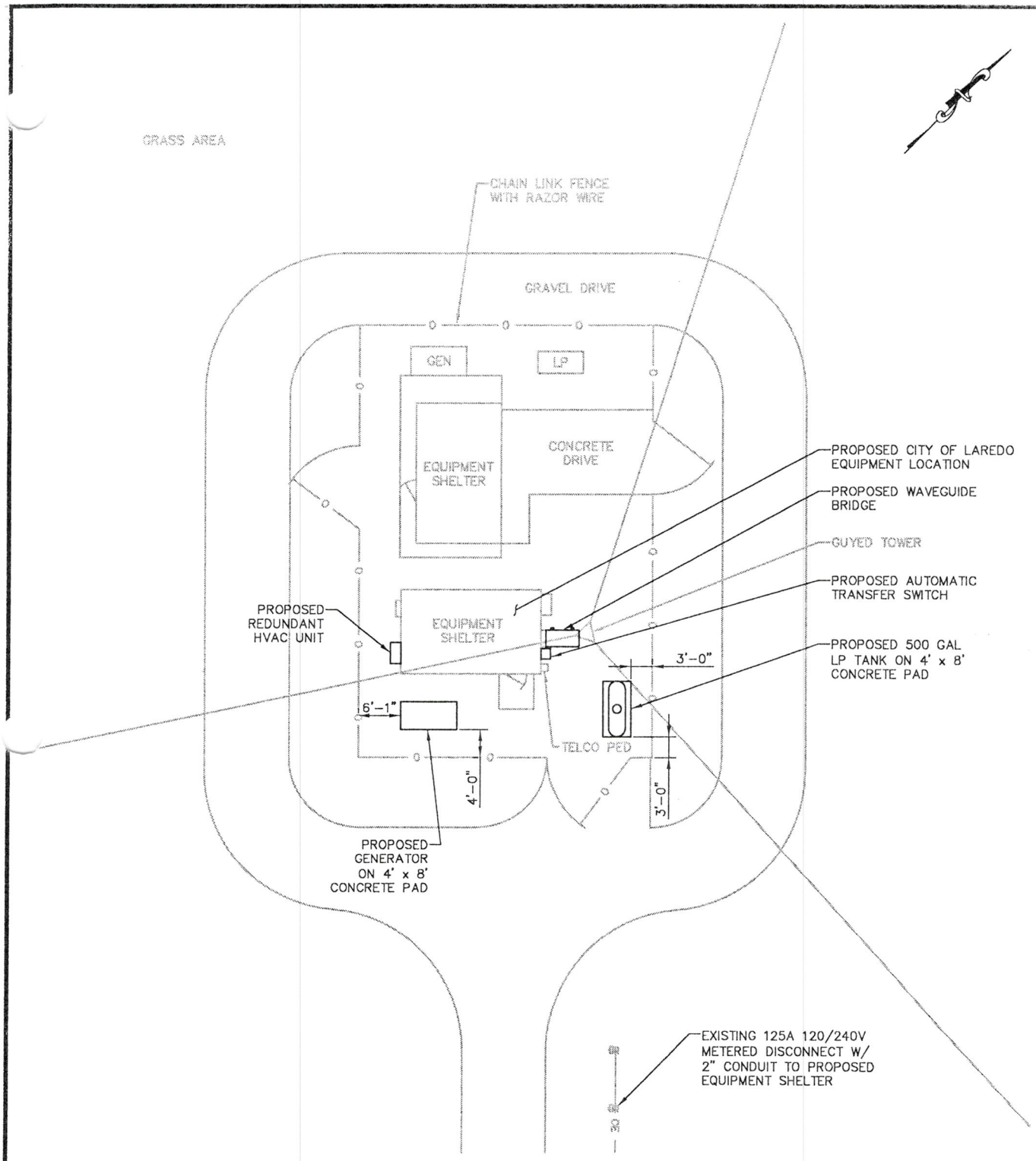
Company does not guarantee the amount of acreage.

TRACT 2:

Lot One (1), Block One (1), MOTOROLA PLAT, situated in Webb County, Texas, according to plat thereof recorded in Volume 13, Page 4, Map Records of Webb County, Texas.

EXHIBIT B
(TO TOWER SITE LEASE NO. 4026348)

SITE DRAWING OF THE PREMISES



SITE LAYOUT PLAN

20 0 10 20

1 INCH = 20 FT.

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473

P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

FOR INFORMATION ONLY

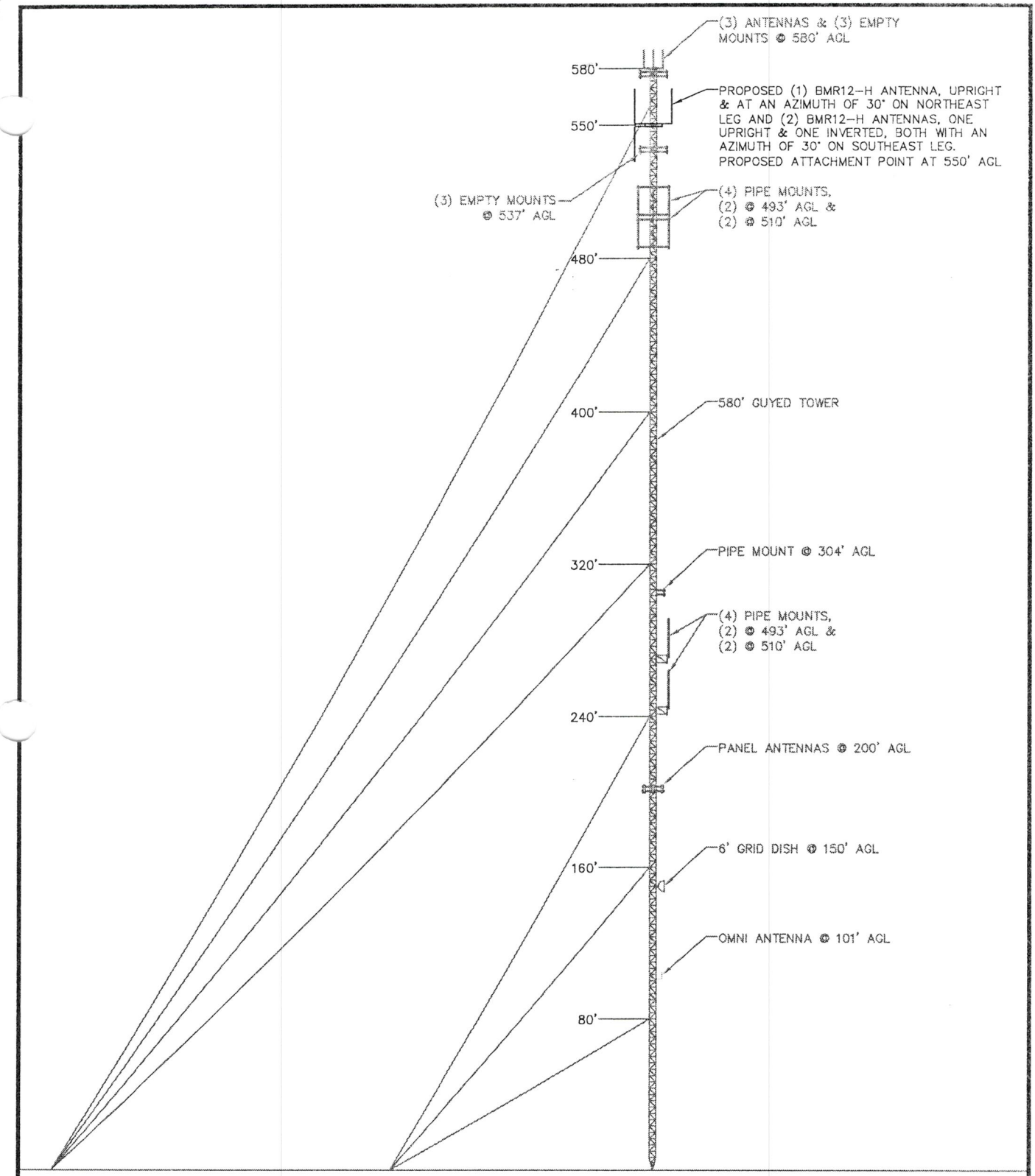
MOTOROLA

CITY OF LAREDO
NW SITE - PINNACLE

SITE PLAN
EXHIBIT 1 OF 2

1

I:\Mot - Public Safety\Motorola-Laredo_Pinnacle # 0400-034 (NW of Laredo)\CAD\MO-Laredo-NWsite-AS.dwg, 11/11/05 5:31:47 PM, kcs



TOWER ELEVATION

NTS

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

FOR INFORMATION ONLY

MOTOROLA

CITY OF LAREDO
NW SITE - PINNACLE

TOWER ELEVATION
EXHIBIT 2 OF 2
REVISION 1

2

I:\Mot - Public Safety\Motorola-Laredo_Pinnacle # 0400-034 (NW of Laredo)\CAD\MO-Laredo-NWsite-AS.dwg, 12/15/05 3:20:33 PM, kcs

EXHIBIT C
(TO TOWER SITE LEASE NO. 4026348)

PERMITTED EQUIPMENT AND FREQUENCIES
(This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease.)

LESSEE'S FCC LEASE/CALL SIGNS: _____

EXPIRATION DATE: _____

TOWER (SDA) MOUNTED EQUIPMENT LIST:

Lessee Owned Antennas ☐ (OR) Lessor's Master Antenna System ☐

ANTENNAS #1	**Mounting Height:**	**245'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	Dipole	**Model:**		**Length:**	20'
Weight:		**Mount Type:**		**Weight:**	
Azimuth:		**ERP:**		**Coax Size:**	7/8"
ANTENNAS #2	**Mounting Height:**	**270'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	Dipole	**Model:**		**Length:**	20'
Weight:		**Mount Type:**		**Weight:**	
Azimuth:		**ERP:**		**Coax Size:**	7/8"
ANTENNAS #3	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Length:**	20'
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	207 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	1 ¼"
ANTENNAS #4	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Make:**	RFS
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	92 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	1 ¼"
ANTENNAS #5	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Make:**	RFS
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	92 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	7/8"
Number of TMA:	1	**Coax size:**	3/8"		

Total Number of Antennas: 5
Total Number of Feedlines: 6

GROUND & BUILDING EQUIPMENT LIST

Lessor Building: ☒ **Lessee Building: ☐** **Lessee Pad: ☐**
Dimensions of Lessee's Floor Space: 10' x 2' (20 sq. ft.)

Equipment Make: **Equipment Model:**
Power Requirements: 200 volts **Transmit Power: 302** watts
Total # of Cabinets:2 **Cabinet Dimensions:** W 2' x D 2' x H 7' 6"

Transmit Frequencies: 851.125, 856.225, 857.125, 857.225, 858.125, 858.225, 859.125, 859.225, 860.125, 860.225 MHz

Receive Frequencies: 811.125, 811.225, 812.125, 812.225, 813.125, 813.225, 814.125, 814.225, 815.125, 815.225 MHz

Electrical Usage

☐ Included in Price (PTI Bundled)

☒ Tenant Direct (Tenants Cost)

☐ Flat Rate $

EXHIBIT D
INSURANCE REQUIREMENTS

1. LESSEE REQUIREMENTS

Within five (5) days after the execution of the Lease, but prior to the commencement of the initial term of such Lease, Lessee shall provide Lessor with certificates of insurance evidencing required coverage in force for the Site with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and name Lessor as an "additional insured" on the each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the applicable Lease in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

(a) Property: Lessee shall insure its Permitted Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

(b) Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit	$1,000,000.00

(c) Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	$1,000,000.00
Products & Completed Operations Limit	$1,000,000.00
Personal Injury & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Damage to Rented Premises	$ 100,000.00
Medical Expense Limit	$ 5,000.00

(d) Workers Compensation:

Employers Liability (State of the site location)	Statutory
Limit each accident	$ 100,000.00
Limit disease aggregate	$ 500,000.00
Limit disease each employee	$ 100,000.00

2. LESSEE'S CONTRACTORS AND SUBCONTRACTORS

Lessee shall require its Contractor and Subcontractors ("Contractors") to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

(a) General Site Maintenance: Contractors performing General Site Maintenance, defined as: (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	$1,000,000.00
General aggregate limit	$1,000,000.00

(b) Site Work: Contractors working on the Site (other than General Site Maintenance), but not on the tower:

Each occurrence limit	$3,000,000.00
General aggregate limit	$3,000,000.00

(c) Tower Climbers: Work at a Site in **any** capacity that requires climbing the tower:

Each occurrence limit	$5,000,000.00
General aggregate limit	$5,000,000.00

City of Laredo

City Council

Meeting Date: 8/18/2025 **Final Readings 6.**

SUBJECT
An Ordinance of the City of Laredo, Texas amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to update investment officers' titles, adjust / update the current broker/dealer list, and make minor language adjustments to the City's Investment Policy.

PREVIOUS COUNCIL ACTION
Adoption of Investment Policy by Ordinances 95-O-288 and subsequently amended by various including: 2022-O-167, 2023-O-154, and 2024-O-163.

BACKGROUND
The Public Funds Investment Act, Chapter 2256 of the Texas Government Code requires that the Investment Policy for the City be reviewed at least annually and that the same be adopted by rule, order, resolution, or ordinance stating that it has been reviewed and adopted any amendment to the policy. The current policy has been reviewed by the City's Investment Advisors and City Staff and updates to the broker/dealer list and minor changes have been made.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this Introductory Ordinance.

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:
N/A

ORDINANCE NO. 2025-O-146

Amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to:

1. UPDATE INVESTMENT OFFICER TITLES,
2. MAKE MINOR LANGUAGE ADJUSTMENTS,
3. ADD UPDATED BROKER/DEALER LIST AS ATTACHMENT A

WHEREAS, the City's investment policy is embodied in Article VI of Chapter 2 of the Code of the ordinance of the City of Laredo; and

WHEREAS, the Finance Director recommends that said Article VI be amended, first, to insert minor punctuation and typing edits; and

WHEREAS, the Finance Director recommends subsidiary editing in order to have Article VI of Chapter 2 of the Code of Ordinance conform with Chapter 2256 of the Government Code, popularly known as the Public Funds Investment Act.

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

Section 1. Article VI "Investment Policy" of Chapter 2 "Administration" of the Code of Ordinances is amended as follows:

Chapter 2 – Administration

Article VI – Investment Policy

Sec. 2-250. Policy

It is the policy of the City of Laredo ("City") to invest all available funds to the maximum extent possible at the risk appropriate rates obtainable at the time of investment with the maximum security while meeting the cash flow demands of the City and conforming with federal, state, and local laws governing the investment of public funds, including but not limited to, Government Code Chapter 2256 – The Public Funds Investment Act ("Act").

Sec. 2-251. Scope

This Investment Policy applies to all funds of the City as accounted for in the City's general ledger system and disclosed in the City's Annual Comprehensive Financial Report, with the exception of the Laredo Firefighters Retirement System. The Policy applies to all funds including but not limited to operating funds and proceeds from bond issues. The City's fund types include:

- General Fund

- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds, including Debt Service Reserves
- Trust and Agency Funds
- Debt Service Funds
- Any new fund created by the City, unless specifically exempted from this Policy by the City Council or by law.

Pooling of Funds. Except for cash in certain restricted funds, the City will consolidate cash balances from all funds to optimize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Sec. 2-252. Standard of Care

The standard of care to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The prudent person standard states that investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

Investment Officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and an appropriate action is taken to control adverse developments.

Sec. 2-253. Objectives

Investment of funds shall be governed by the following investment objectives:

A. Preservation and safety of principal

Investments of the City shall be made in a manner that ensures preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid principal losses, whether from investment defaults or erosion of market value. This will be attained through the diversification of the investment portfolio to mitigate credit risk and market risk.

B. Liquidity

The investment portfolio is an integral element in the City's cash management program. As such, the portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.

C. Yield

The investment portfolio shall be designed with the objective of attaining an overall yield commensurate with the City's risk preference and the cash flow characteristics of the portfolio.

Sec. 2-254. Delegation of Authority

A. City of Laredo Investment Authority

City depository and investment authority is established within the office of the City Manager in the Charter of the City of Laredo, Texas (1995, Section 6.20). By the authority of the City Charter (Section 3.05(4)), the City Manager hereby designates, with the approval of City Council, the Finance Director and the Assistant Finance Director of the City as Investment Officers and, as such, are responsible for depositing funds, investing such funds, assuring that each investment has the proper and authorized collateral, monitoring investments, assuring the security of the City's principal and interest, receiving and reporting principal and interest at the maturity of each investment, and providing the proper documentation and reports on such investments to the City Manager and the City Council.

To ensure the quality and capability of investment management, the Investment Officers shall attend investment training sessions as required by and in compliance with the Act. Authorized training sources are the Texas Municipal League, Government Finance Officers Association of Texas, Government Treasurers' Organization of Texas, Government Finance Officers Association, Association of Public Treasurers of the United States and Canada, American Institute of Certified Public Accountants, Council of Governments, and University of North Texas.

B. Delegation and Restriction of Investment Authority

Responsibility and authority for the City's investment policies and procedures reside with the City Manager. Responsibility and authority for investment transactions reside with the City's Investment Officers and, as such, they are fully authorized to buy, sell, and trade investments in accordance with the City's Investment Policy and the Act.

Certain bonded officials share signatory responsibilities with the Financial Services Department for backup purposes. These officials are the City Manager, Deputy City Manager, and Assistant City Manager(s). The persons holding these positions are also authorized to transact wire transfers. However, only the City's Investment Officers are authorized to transact investments.

Bonding of all Financial Services Department staff with signatory authority is required, and such bonding requirements will also apply to those individuals authorized to place, purchase, or sell investment instruments.

Sec. 2-255. Ethics and Conflict of Interest

The City's Investment Officers shall refrain from any personal business activity that could conflict with the administration of the investment program or which could compromise their ability to carry on the City's investment business impartially. In this respect, the Investment Officers shall file a statement disclosing any personal business relationship with a business organization (to include investment pools) offering to engage in an investment transaction with the City. At the same time, any relationship within the second degree by affinity or consanguinity as determined under Chapter 573 (Texas Government Code) to an individual seeking to sell investment products to the City shall be disclosed in statements filed by the Investment Officers. These statements must be filed with the Texas Ethics Commission and the City Council.

For purposes of this section, an Investment Officer has a personal business relationship with a business organization if:

A. The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;

B. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or

C. The Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

Sec. 2-256. Authorized Broker/Dealers

The Investment Officers will maintain a list of broker/dealers and local government pools that are authorized to provide investment services. The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City (Attachment A). Authorization to join eligible Local Government Pools will be authorized by City Council through a resolution.

All broker/dealers must be registered and certified with the Texas State Securities Board, Financial Industry Regulatory Authority (FINRA), and Securities and Exchange Commission (SEC), as applicable. Repurchase Agreements will be transacted only with "primary" dealers or financial institutions doing business in this State.

When requested, all broker/dealers who desire to become qualified for the aforementioned list must supply the following, as appropriate: audited financial statements, proof of registration and certification as noted above, and completed broker/dealer questionnaire.

All investment transactions will be analyzed on a competitive basis. Responses from other broker/dealers will also be documented. Quotes may be submitted in writing or by email, telephone, or facsimile.

All securities purchased shall be consummated on a delivery versus payment basis. The City will maintain a safekeeping account with the current depository banks and/or at a Federal Reserve Bank for delivery of securities.

A written copy of the Investment Policy shall be presented to any person offering to engage in an investment transaction with the City. The qualified representative of any local government investment pool or discretionary investment management firm (i.e. business organization) offering to engage in an investment transaction with the City shall execute a written instrument substantially to the effect that the business organization has received and reviewed the Investment Policy and acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The Investment Officers may not acquire or otherwise obtain any authorized investment described in the Investment Policy from a person who has not delivered to the City the instrument required in this section. Nothing in this section relieves the City of the responsibility for monitoring the investments made by the City to determine that they are in compliance with the Investment Policy.

Sec. 2-257. Investment Advisors

Investment advisors shall adhere to the spirit, philosophy and specific terms of this Policy and shall advise within the same "Standard of Care". Selected investment advisors must be registered under the Investment Advisors Act of 1940 or with the State Securities Board.

Sec. 2-258. Authorized Investments

The City is empowered by statute to invest in the following:

A. Obligations of, or Guaranteed by, Governmental Entities.

1. Except as provided by 2, the following are authorized investments under this section:
   - Obligations of the United States or its agencies and instrumentalities including letters of credit and the Federal Home Loan Banks;
   - Direct obligations of this state or its agencies and instrumentalities;
   - Collateralized mortgage obligations, or similar obligations, directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States, and pass-through mortgage back securities directly issued by a federal agency or instrumentality of the United States;

- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; and
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

2. The following are not authorized investments under this section:
   - Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
   - Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
   - Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
   - Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

B. Financial Institution Deposits.

1. A deposit is an authorized investment under this section if the deposit is with a state or national bank, a savings bank, or a state or federal credit union that has its main office or a branch office in this State and is:

   - Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
   - Secured by obligations as required by Sec. 2-259. Collateralization.

2. A deposit placed through a depository institution or authorized broker that has a main office or a branch office in this State that participates in a program that fully insures the deposit plus accrued interest and meets the requirements of the Act is additionally authorized.

C. Repurchase Agreements.

1. A fully collateralized repurchase agreement is an authorized investment under this section if the repurchase agreement:

   - Has a defined termination date;
   - Is secured by cash or obligations in compliance with the Act; and
   - Requires the cash or securities being purchased by the City to be pledged to the City, held in an account in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
   - Is placed through a primary government securities dealer as defined by the Federal

Reserve, or a financial institution doing business in this State.

2. In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date the eligible obligations, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

3. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

4. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature no later than the expiration date stated in the reverse security repurchase agreement.

D. Mutual Funds.

1. A no-load money market mutual fund is an authorized investment under this section if the mutual fund:

   - Is registered with and regulated by the Securities and Exchange Commission and provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and
   - Includes in its investment objectives the maintenance of a stable net asset value of $1.0000 for each share.

2. The City shall not invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

E. Investment Pools.

The City may invest its funds and funds under its control through an eligible investment pool if the pool operates in compliance with the Act, invests in a manner consistent with the risk criteria of this Policy, and City Council by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool.

F. Existing Investments.

The City is not required to liquidate investments that were authorized at the time of purchase.

G. Rating of Certain Investment Pools.

A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating agency.

H. Monitoring Credit Ratings and Effect of Loss of Required Rating.

Not less than quarterly, the Investment Officers will monitor the credit rating for each held investment that has an Act required minimum rating. An investment that requires a minimum rating under this section does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating.

Sec. 2-259. Collateralization

In agreement with the requirements of the Act and the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code, it is the Policy of the City that collateral will be required on financial institution deposits and repurchase agreements with a market value greater than or equal to 102%, unless secured with irrevocable letters of credit at 100%, of the City's deposits plus accrued interest, less any amount insured by the FDIC or NCUSIF. Acceptable forms of collateral are those included in the Public Funds Collateral Act.

The City reserves the right to accept or reject any form of collateral. The right of substitution will be granted, with the approval of an Investment Officer.

Collateral will be held and maintained as noted under the caption "Safekeeping and Custody".

Sec. 2-260. Safekeeping and Custody

All purchased securities shall be held in safekeeping by either the City, the City's account in a third-party financial institution, or the City's safekeeping account at its designated depository bank. Signatures authorized on the safekeeping accounts are those identified in Sec. 2-254, Delegation of Authority B. Transfers of securities in safekeeping shall be processed with written confirmations. The confirmation will be used for documentation and retention purposes. Securities rendered for payment will always be sent Delivery versus Payment to the City's designated safekeeping bank.

Pledged collateral shall be held in custody by the City's Custodian(s).

Sec. 2-261. Diversification

The City will diversify its investments in terms of maturity as well as type and issuer pursuant to the list of authorized investments included herein. Investment in any one pool is limited to 50% of the City's total investment portfolio.

Sec. 2-262. Maximum Maturities

To the extent possible, the City will attempt to match its investments with projected cash flow requirements. Unless matched to a specific cash flow, the City's investment with maturities exceeding two (2) years will not exceed twenty-five percent (25%) of the total portfolio. The maximum maturity of any investment will not exceed ten (10) years to maturity. However, the City may collateralize its deposits and repurchase agreements using approved collateral that exceeds ten (10) years to maturity.

Sec. 2-263. Internal Control

The external audit firm, as part of the City's annual financial audit, will perform a compliance audit of management controls on investments and adherence to the City's Investment Policy.

Sec. 2-264. Performance Benchmark

It is the Policy of the City to purchase investments, and hold them until maturity, with maturity dates coinciding with cash flow needs. Through this strategy, the City attempts to purchase the highest yielding allowable investments available on the market at that time, considering risk constraints. Market value will be calculated at least on a quarterly basis on all securities owned and compared to current book value of those securities. The City's portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on U. S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days. "Weighted Average Yield to Maturity" shall be the performance measurement standard for the portfolio.

Sec. 2-265. Reporting

The City Manager, through the Investment Officers, will prepare and submit to City Council on a quarterly basis a written report of investment transactions for all funds covered by this Policy for the preceding period. The report must:

A. Describe in detail the investment position of the City on the date of the report;

B. Be prepared jointly by all Investment Officers;

C. Be signed by each Investment Officer;

D. Contain a summary statement prepared for each pooled fund group that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period;

E. State the book value and market value, of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested. In defining market value, sources independent of the investment providers will determine valuations and considerations will be given to GASB Statements No. 31 and 72;

F. State the maturity date of each separately invested asset that has a maturity date;

G. State the account or fund or pooled group fund in the City for which each individual investment was acquired; and

H. State the compliance of the investment portfolio as it relates to the Investment Strategy expressed in the City's Investment Policy and relevant provisions of the Act.

If the City invests in other than money market mutual funds, investment pools, or accounts offered by its depository bank in the form of certificates of deposit, money market accounts, or similar accounts, the reports prepared by Investment Officers, as included in this section, shall be formally reviewed at least annually by an independent auditor, in conjunction with the annual financial audit, and the result of the review shall be reported to the City Council by that auditor.

Sec. 2-266. Investment Policy Adoption

The City's Investment Policy shall be adopted by ordinance of the City Council.

The City Council shall review the Investment Policy and Investment Strategies annually, and it shall by ordinance state that it has reviewed the Investment Policy and Investment Strategies and that said ordinance so adopted includes any changes made to either the Investment Policy or Investment Strategies.

Investment Policy adopted by City of Laredo Ordinance No. 95-O-228; Amended by the following Ordinances: 97-O-225; 98-O-279; 2001-O-218; 2002-O-256; 2006-O-251; 2007-O-243; 2008-O-250; 2010-O-002; 2011-O-061; 2012-O-081; 2013-O-079; 2014-O-076; 2015-O-089; 2016-O-90; 2017-O-111;2018-O-170; 2019-O-182; 2020-O-157, 2022-O-167, 2023-O-154, and 2024-O-163.

Sec. 2-267. Depository for City Funds

The City Council shall designate a banking institution as the primary depository for the funds of the City. The bank shall be selected through a formalized solicitation process in response to a City request for application outlining all services required. The banking services contract shall comply with the City Charter and any statutory requirements. The designation of the primary depository bank does not preclude the City from entering into other depository contracts for the purpose of receiving investment or other bank services.

Sec. 2-268. Investment Strategy

The City's Investment Portfolio is a combination of all the City funds with the exception of the Laredo Firefighters Retirement Fund. The following investment strategy applies to the City's Investment Portfolio. The portfolio is maintained to meet anticipated daily cash requirements for the City's operations, debt service payments, and capital projects while

investing to the maximum extent possible at risk-appropriate rates obtainable at the time of the investment.

The overall objectives of the portfolio are:

A. Suitability

Any investments eligible in the Investment Policy are suitable for City funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

B. Preservation and safety of principal

The investments of the City shall be made in a manner that ensures preservation of capital in the overall portfolio. This will be attained through the diversification of the portfolio and by investing in high-quality investments for which a strong secondary market exists, where applicable.

C. Liquidity

The portfolio is an integral element of the City's cash management program, and as such, the portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. This will be accomplished by structuring the portfolio so that investments mature concurrent with cash need to meet anticipated demands. A portion of the portfolio also may be placed in stable-value investment options that offer same-day liquidity for short-term funds.

D. Marketability

Securities with active and efficient secondary markets will be utilized for funds in the event of an unanticipated cash flow requirement.

E. Diversification

The City will diversify its investments in terms of maturity as well as type and issuer pursuant to the list of Authorized Investments.

F. Yield

The investment portfolio shall be designed with the objective of attaining an overall return commensurate with the City's risk preference and the cash flow characteristics of the portfolio.

Sec. 2-269. Investment Strategy by Fund Type

A. General and Enterprise Operating Funds

Operating Funds will have as their primary objective to assure that cash flows are matched while obtaining reasonable market yields. This will be accomplished by purchasing quality, short-term investments in a laddered structure, or utilizing other liquid alternatives.

The dollar weighted average will be 270 days or less to accomplish this goal. The portfolio shall be diversified to protect against credit and market risk in any one sector. No investment will be purchased with maturity over twenty-four (24) months.

B. Capital Project and Special Purpose Funds

Capital Project and Special Purpose Funds will have as their primary objective to ensure that anticipated cash flows are matched with adequate investment liquidity. No funds will be invested longer than the related anticipated expenditures.

These portfolios should have adequate liquid, stable-value investment options to allow for unanticipated project expenditures or accelerated project outlays. The dollar weighted average life of the portfolio should match the weighted average life of the expenditures. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

The City will have an arbitrage rebate calculation performed as needed to determine the income, if any, that has exceeded the arbitrage yield of bonds. Any positive arbitrage income will be rebated to the Federal Government according to arbitrage regulations. A secondary objective of these funds is to achieve a yield equal to or greater than the arbitrage yield on the applicable bond.

B. Debt Service Fund and Debt Service Reserve

Debt Service Funds shall have as the primary objective the guarantee of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased will not have maturity dates that exceed the next debt service payment date until the preceding debt service payment is fully funded.

Debt Service Reserve will have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund within the limits set forth by the bond ordinance or debt covenants specific to each individual bond issue.

Section 2. This ordinance shall become effective upon the final reading of this ordinance.

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

_____
DR. VICTOR D. TREVIÑO, MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

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

Attachment A

List of Authorized Broker/Dealers

- FHN Financial
- Great Pacific
- Multi-Bank Securities
- Oppenheimer
- Pershing Advisor Solutions: Cresta Advisors
- SAMCO Capital Markets
- Wells Fargo Securities*

*Denotes Primary Dealer

City of Laredo

City Council

Meeting Date: 8/18/2025 **Final Readings 7.**

SUBJECT
Final Reading of Ordinance of the City of Laredo, Texas, granting Medina Electric Cooperative, Inc., its legal representatives, successors, lessees and assigns, as the grantee herein, certain powers, licenses, rights-of-way, privileges and franchise to construct and maintain in the City-of Laredo, Texas, as now or hereafter constituted, an electric power utility system in said city and to use the bridges, other structures, places and public grounds in said city for a period of five (5) years with one (1), five (5) year renewal period subject to renegotiation by the parties; and prescribing certain rights, duties, terms and conditions herein mentioned and providing for the payment to city a percentage of certain receipts of grantee from its operations therein; and providing for the acceptance of this ordinance by grantee; and containing a saving clause, and providing for publications and an effective date.

PREVIOUS COUNCIL ACTION
Ordinance No. 98-0-195 approved by City Council on August 1998.

BACKGROUND
Medina Electric Cooperative, Inc, has a franchise fee with the City of Laredo (Ordinance No. 98-O-195). The current ordinance is expired; therefore, the City of Laredo proposes a five-year, renewable non-exclusive franchise agreement with Medina Electric Cooperative, granting it the right to construct, operate, and maintain an electric transmission and distribution system within public ways and structures of the city. In exchange for these rights, Medina Electric will pay the city six percent of its gross receipts quarterly, comply with city and state regulations, ensure non-discriminatory service, maintain infrastructure standards, and make a one-time settlement payment for prior obligations. The franchise is contingent upon formal written acceptance and allows for renewal subject to renegotiation. Beginning April 1, 2025, the Cooperative shall pay to the City six percent (6%) of its gross receipts in accordance with this ordinance.

COMMITTEE RECOMMENDATION
N//A

STAFF RECOMMENDATION
Staff recommends this Final Reading of Ordinance is approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N

Source of Funds:	General Fund
Account #:	101-0000-381-1010
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Any revenues generated as a result of this franchise fee agreement shall be deposited in the City's General Fund- Utilities Franchise/Electric System account.

FINAL READING OF ORDINANCE # 2025-O-147

FINAL READING OF ORDINANCE OF THE CITY OF LAREDO, TEXAS, GRANTING MEDINA ELECTRIC COOPERATIVE, INC., ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, AS THE GRANTEE HEREIN, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT AND MAINTAIN IN THE CITY-OF LAREDO, TEXAS, AS NOW OR HEREAFTER CONSTITUTED, AN ELECTRIC POWER UTILITY SYSTEM IN SAID CITY AND TO USE THE BRIDGES, OTHER STRUCTURES, PLACES AND PUBLIC GROUNDS IN SAID CITY FOR A PERIOD OF FIVE (5) YEARS WITH ONE (1), FIVE (5) YEAR RENEWAL PERIOD SUBJECT TO RENEGOTIATION BY THE PARTIES; AND PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED AND PROVIDING FOR THE PAYMENT TO CITY A PERCENTAGE OF CERTAIN RECEIPTS OF GRANTEE FROM ITS OPERATIONS THEREIN; AND PROVIDING FOR THE ACCEPTANCE OF THIS ORDINANCE BY GRANTEE; AND CONTAINING A SAVING CLAUSE, AND PROVIDING FOR PUBLICATIONS AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO:

PART 1.

SECTION 1. Definitions

1.1 For the Purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, and whenever the sense of the test requires: (1) words used in the present tense include the future, (2) words in the plural number include the singular number, (3) words in the singular number include the plural number, and (4) the use of any gender shall be applicable to all genders. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1.2 "City" shall mean the City of Laredo, Texas, a municipal corporation in the State of Texas, as constituted as of the effective date of this Ordinance or as may hereafter be constituted.

1.3 "Cooperative" shall mean the Medina Electric Cooperative, Inc., a rural electric cooperative organized and existing under and by virtue of the laws of the State of Texas, and authorized to transact and actually transacting business in the State of Texas, together with its legal representatives, successors, lessees, and assigns.

1.4 "City Manager" shall mean the City Manager of the City or the manager's authorized designee.

1.5 "Consumer" shall mean any person or organization receiving and using electric utility service from the Cooperative for his or her own appliances or equipment whether or not the electricity is billed directly to him or her, or to a second party. For example, in the case of a rental unit where the cost of utilities is part of the rent the landlord is a Customer, as defined herein, and the tenant is the Consumer.

1.6 "Council" shall mean the governing body of the City of Laredo.

1.7 "Customer" shall mean any person or organization being billed for electric utility service whether used by that person or organization, or by others.

1.8 "Director of Financial Services" shall mean the Director of the Financial Services Department of the City of Laredo, or its successor Department. The term shall also mean the Director's successor in function.

1.9 "Director of Public Works and Transportation" shall mean the Director of Public Works and Transportation Department of the City of Laredo, or its successor Department. The term shall also mean the Director's successor in function.

1.10 "Transmission and Distribution system" shall mean all interrelated lines, equipment, poles, installations and systems, fixtures, and other facilities or appurtenances including substation facilities used or necessary for the transmission and distribution of electric utility service to consumers or customers in the City and its environs by the Cooperative.

1.11 "Franchise" shall mean this Ordinance, and all rights and obligations established herein or as amended.

1.12 "Electricity or electric utility service" shall mean energy (kWh) and power (kW) sold, distributed, conveyed, or otherwise conducted, served, supplied, and furnished to inhabitants of the City and others, and to the City, where applicable, by the Cooperative.

1.13 "Gross Receipts" shall mean the total amount collected by the Cooperative from any and all customers from the retail sale of any type of utility services within the City. **(Reimbursement of costs or in aid of construction shall be excluded from this definition)**

1.14 "Pole Rental Agreements" means the standard agreement prescribed and used by Medina Electric Cooperative and any person attaching equipment, lines or cable to the Cooperatives electric utility poles.

1.15 "Public Easement" or "Easement" shall mean those easements held, owned or controlled by the City, and the terms, conditions or limitations upon such easements that are not inconsistent with the construction or maintenance of an electric transmission and distribution system.

1.16 "Sidewalk" shall mean a paved area, within the street right-of-way or sidewalk easement. Specifically designed for pedestrians or bicyclists.

1.17 "Street", "Avenue" or "Alley" shall mean a publicly dedicated or maintained right-of-way, a portion of which, is open to used by the public for vehicular travel.

1.18 "Public way" shall mean streets, avenues, casements (other than private easements obtained by the Cooperative), rights-of-way, alleys, highways, grounds of the City and beneath the surface of the same as they now or hereafter may exist and as defined herein. It shall also mean sidewalks, bridges (except international bridges) and other structures, places and public grounds of the City, as they now or hereafter may exist and as defined herein.

1.19 "City utility" shall mean any utility service provided by the City including, but not limited to electric, water, and/or sewer utility service.

1.20 "Cooperative's Service Regulations" shall mean the Service Regulations of the Cooperative, as are now, or shall in the future be approved by the Public Utility Commission, the City Council of the City of Laredo, or any other regulatory authority that has jurisdiction.

SECTION 2. Granting of Franchise

2.1 There is hereby granted to the Cooperative a non-exclusive franchise to maintain, construct, equip, extend, replace, alter, and otherwise establish in the City a transmission and distribution system for the provision of electric utility service. It is understood that this franchise authorizes only such transmission and distribution system as is necessary or appropriate to provide electric utility service.

a) In accordance with and during the term of this franchise grant, the Cooperative is hereby granted passage and right-of-way in, under, along and across, any and all public ways. The Cooperative is further granted the right to occupy and use in any lawful way, said public ways in accordance with and during the term of this franchise or any extensions thereto. This occupancy and use are granted solely for the services, uses, effects, and lawful purposes described herein.
b) Nothing herein shall be constructed to require or authorize the Cooperative to exceed its certification rights granted by the Public Utility Commission of Texas.
c) The Cooperative shall, except in the case of a bona fide emergency, provide ten (10) calendar days' notice to the City Engineer, Director of Public Works and Traffic Safety Manager before commencing any excavation in the paved portion of any public way. In the case of a bonafide emergency the Cooperative shall provide notice to the Director of Public Works and Transportation of any excavation as soon as reasonably practicable.

2.2 The Cooperative shall, prior to constructing any facilities within City parks or on land hereafter designated as a City park, comply with all applicable State laws, including Chapter 26 of the Texas Parks and Wildlife Code, and with all applicable City rules and regulations.

2.3 The operation and construction, and maintenance of the Cooperative's transmission and distribution system and other property subject to this franchise shall be subject, to all applicable laws of the United States, the State of Texas, the City Charter, and City Ordinances, rules and regulations. The venue for all causes of action arising under this Ordinance shall be in the District Court of Webb County, Texas.

2.4 The initial term of this franchise shall be for a period of Five (5) years, from the effective date of this Ordinance. At the end of the initial term, the term may be, renewed for one additional Five (5) year period, subject to renegotiation by the parties, unless (I) the Cooperative is in default under the terms of this Ordinance and written notice is given to the Cooperative by the City or written notice is given to the City by the Cooperative.

a) The written notice must be provided 120 days before the end of the initial term. The notice shall specify either the desire to reconsider renewal of this franchise or desire to terminate this franchise, in which event this franchise shall either be renegotiated or terminated at the end of the initial term.

2.5 The Cooperative shall not transfer this franchise or any rights and privileges granted herein without written approval of the Council expressed by Ordinance. Such approval shall not be unreasonably withheld. Once approved, the Cooperative shall provide written notice of the actual transfer within thirty (30) days of the completion of the transfer.

SECTION 3. Acceptance by the Cooperative

3.1 This franchise shall not become effective until accepted by the Cooperative in writing. The acceptance shall be filed with the City within sixty (60) days following the final adoption of this Ordinance by the Council. Upon acceptance by the Cooperative, this Ordinance shall be a contract, duly executed by and between the City and the Cooperative.

SECTION 4. Service

4.1 Electric utility service shall be provided by means of the Cooperative's transmission and distribution system which shall be located within the public right-of-ways, private property, and/or where they are presently located. The Cooperative shall use reasonable efforts to assure that all future location of the transmission and distribution systems shall not unreasonably interfere with the flow of water in any gutter or drain; the operations or facilities of any City utility, any television cable, telephone facilities, traffic control signals, street lights, fire lines or other communication lines, or ordinary travel on the streets or sidewalks.

4.2 The location and route of all Cooperative transmission and distribution system facilities shall be subject to:

a) The lawful, reasonable and proper control of the City; and
b) All ordinances, laws, rules, regulations, and Charter provisions of the City now in force or that may hereafter be passed and adopted which arc not inconsistent with this Ordinance.

4.3 The surface of any public way distributed by the Cooperative in the construction or maintenance of its transmission and distribution system shall be restored within a reasonable time after the completion of the work to as good a condition as before the commencement of the work. The City shall have thirty (30) days from the date of such restoration, to determine whether the restored surface requires additional work to place it in as good a condition as before the commencement of the work. If the City makes such determination, the Cooperative shall perform all additional restoration work to the reasonable satisfaction of the City. No public way shall be encumbered for a period longer than reasonably necessary to complete all work.

4.4 The Cooperative shall not unreasonably discriminate in furnishing electric utility service on the terms provided in the Cooperative's Service regulations and line extension policy, as in effect from time to time. The Cooperative shall not deny electric utility service, or otherwise discriminate against applicants for service, customers, or customers on the basis of race, color, religion, national origin, sex, or sexual orientation. Electric utility service shall be provided to all areas of the City for which the Cooperative holds a valid Certificate of Convenience and Necessity issued by the Public Utility Commission of Texas.

4.5 The Cooperative shall maintain its property and transmission and distribution system in good order and condition, consistent with the needs of the service to be rendered therefrom. The City recognizes and agrees that the Cooperative shall retain full title in, and right to, its personal property, whether or not the same is incorporated in real estate.

4.6 The City, at any time, may make reasonable inquiries pertaining to this Ordinance, and the Cooperative shall respond to such inquires on a timely basis.

4.7 The Cooperative shall keep the City informed concerning the Cooperative's conservation programs. Upon request, the Cooperative shall deliver to the City a copy of the energy efficiency plan, if any, required to be filed by the Cooperative with the Public Utility Commission of Texas pursuant to the rules and regulations of that Commission.

SECTION 5. Uses of Streets and Easements

5.1 The Cooperative is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and using the privileges granted and described by this franchise. Provided, however, that such activities shall not conflict with existing water pipes, sewer, electric power lines, telephone lines, cable television

lines and other authorized installations. Provided also, that all work done in the public ways by the Cooperative shall be done with reasonable diligence and without unreasonable inconvenience to the public or individuals.

5.2 By the grant of authority described in Section 5.1, it is not the intention of either the City or the Cooperative to create any liability, right or claim for the benefit of third parties and this franchise is intended and shall be construed for the sole benefit of the City and the Cooperative.

SECTION 6. Work by the City and Others

6.1 The City reserves the right to lay, to permit to be laid, sewer, cable television, water, telephone, electric and other lines, cables and conduits and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under any public way occupied by the Cooperative. Without waiving any Constitutional or statutory prohibitions to the contrary, the City shall only be liable to the extent permitted by law to the Cooperative for the damage, if any, to the Cooperative's transmission and distribution system which is the result of the negligence or willful misconduct of the City or its employees. The City shall nor be liable, under any circumstances, for damage caused to the Cooperative as a result of work done by persons other than the City's employees, or the City's agents or contractors unless the specific actions taken or specific work done by the City's agents or contractors which is the subject of the claim for damages was performed under the direction, supervision and control of the City. By this agreement it is not the intention of either the City of the Cooperative that the City assume liability in general for the negligence or willful misconduct of the City's agents or contractors for any and all work performed by them for or on behalf of the City, but only in the limited circumstances described above. Removal and relocation expenses incurred by the Cooperative shall be reimbursed by the person whom the removal or relocation is made, except as provided in Section 7.

SECTION 7. Changes for Governmental Purposes

7.1 If during the period of this franchise, the City shall elect to widen or straighten any public way, or any water pipe, waste water pipe, or any overhead or underground structure within the corporate limits of the City, so as to conflict with the transmission or distribution system of the Cooperative, the Cooperative shall remove or relocate, as necessary, that portion of its transmission or distribution system of the Cooperative shall be at the Cooperative's expense; provided however, that the City shall provide appropriate easement or Public Right-of-Way alongside the relocated or straightened Public Right-of-Way or facility in which the cooperative may relocate its distribution or transmission equipment. In newly annexed property, the City shall pay for costs of relocation of transmission and distribution lines that exist on private property prior to annexation, if necessary.

7.2 Schedules for the work contemplated by Section 7.1 shall be developed by designated representatives of the Cooperative and the City. If such representatives cannot agree on

the schedule, the City manager, after consultation with the Cooperative, shall establish a schedule. This schedule shall provide for a minimum of thirty (30) days to exist between the time the schedule is furnished to the cooperative and the time that any specific work to be done by the Cooperative covered in the schedule is to begin, unless otherwise mutually agreed to in writing by the parties.

7.3 The work contemplated by this Section that is funded, in whole or in part, which federal or state highway moneys, the federal government or state may provide compensation for utility adjustments. If such compensation is provided, the City shall request that compensation for utility adjustments. If such compensation is provided, the City shall request that compensation also be provided to the Cooperative by the funding authority. If the City receives such compensation, it shall deliver to the Cooperative that portion of the compensation attributable to the Cooperative's costs of removal or relocation.

SECTION 8. Captions and Severability

8.1 The use of captions or headings for various sections of this Ordinance are for the convenience of the parties only and do not reflect the intent of the parties. This Ordinance shall be construed and deemed to have been drafter by the combined efforts of the city and the Cooperative.

8.2 Notwithstanding anything contained herein to the contrary, in the event that any part of this Ordinance is declared by any court of law to be unenforceable, void, unlawful, or otherwise inapplicable, the remainder of the provisions of this Ordinance shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In such event, the level of compensation to be provided to the City shall continue to be comparable to that set forth in this Ordinance.

SECTION 9. Fees

9.1 The City and the Cooperative agree that the public way to be used by the Cooperative in the operation of its transmission and distribution system is valuable public property acquired and maintained by the City at the expense of its taxpayers. The City and the Cooperative agree that the City will incur costs in regulating and administering the franchise granted by this Ordinance ("administration costs"). In consideration of the use of the public right of way the Cooperative shall, through the term of this franchise, pay to the City six percent (6%) of its Gross receipts per fiscal year quarter, in each case payable quarterly as specific in Section 9.4 and 9.4(a), (b), and (c).

9.2 The City and the Cooperative recognize that the Cooperative may enter into franchise agreements after the effective date of this franchise with other municipalities. The City and the Cooperative further recognize that the Cooperative may agree to pay for the use of said municipality's public rights-of-way amount, however characterized, greater than six (6%) percent of the Cooperative's gross receipts in said municipality. In such event the Cooperative's payments

under this section shall be increased to an amount equal to that proportionately higher rate of the Cooperative's said gross receipts within the City. The Cooperative's payments shall be increased pursuant to this section in those instances in which the Cooperative enters into such agreements or renews or extends a franchise agreement adopted by any municipality on or after the effective date of this Ordinance.

a) The increased payments to the City provided by this section shall be subject to the same method or terms of collecting of such fee from Cooperative's customers. The Cooperative shall notify the City of such increase within Thirty (30) days of the other payments effective data. Collections of the franchise fee and payments to the City will be based on such higher rate from the first date of the first month next following the date the City accepts and authorizes the increase. The City's acceptance and authorization shall be on the same terms as those in effect for the other municipality. The collection of the franchise fee and the increased payment shall continue until expiration of term of this franchise or until the expiration of the franchise agreement of such other municipality, whichever is earlier.
b) Nothing in this section shall alter or affect the dates upon which the payments specified in this franchise are payable or the period to which each of said payments are referable as provided in Section 9.1.

9.3 The audit provisions of this franchise shall extend to any and all records of payments between other municipalities and the Cooperative.

a) The Cooperative's payments shall not be increased under this section in those instances in which the Cooperative succeeds to or is assigned an existing franchise through the acquisition by merger or otherwise of another electric utility.
b) Neither shall the increased payments contemplated by this Section take effect if the increased payments do not exceed three (3) years in the aggregate. This term may be increased by the City in the event that the City determines that the Cooperative and such other municipality are negotiating in good faith.

9.4 The franchise fee specified in Section 9.1 shall be payable quarterly to the City and shall be delivered to the City's Director of Financial Services, together with a statement indicating the derivation and calculation of the payment. Each quarterly payment shall be due on the 30th day of the first month following the end of the quarterly period for which the payment is due. The quarterly payment shall be based upon the Cooperative's gross receipts during that same quarterly period and shall represent payment for the rights and privileges granted to the Cooperative by this franchise for said calendar quarter.

a) The quarterly payments shall be due on January 30, April 30, July 30, and October 30 of each year during the term of this franchise.
b) The January 30th payment shall be based upon the Cooperative's gross receipts during the calendar quarter ending the prior December 31. The April 30, payment shall be based upon the Cooperative's gross receipts during the

calendar quarter ending March 31. The July 30 payment shall be based upon the Cooperative's gross receipts during the calendar quarter ending on June 30. The October 30 payment shall be based upon the Cooperative's gross receipts during the calendar quarter ending the prior September 30.

c) The first quarterly franchise payment provided by this Section shall be made on or before October 30, 2025, and is based upon the Cooperative's gross receipts during the calendar quarter beginning July 1, 2025 and ending September 30, 2025.

9.5 The purposes of verifying the amount of the franchise fee, the books of the Cooperative shall at all reasonable times be subject to inspection by the City Manager's designee.

9.6 The Cooperative shall file annually with the City's Director of Finance, no later than four (4) months after the end of the Cooperative's fiscal year, annual audited statements of the Cooperative. The certified public accountant preparing the statement shall certify that the statement is in accordance with applicable generally accepted accounting principles.

9.7 Except as provided in Section 9.7 the franchise fee shall be in lieu of:

a) Any and all other rentals or compensation or franchise, license, privilege, instrument, occupation, excise, or revenue taxes or fees;
b) All other exactions or charges or permits upon or relating to the business, revenue, franchise, transmission and distribution system, and other facilities or property of the Cooperative and its activities, in the City which relate to the operations of the Cooperative's electric utility system.

9.8 The franchise fee shall not be in lieu of:

a) Ad valorem property taxes, special assessments for local improvements, City sales tac, and such other charges for utility service imposed uniformly upon persons, firms, or corporations then engaged in business within the City; or,
b) Required reimbursements to the City for reasonable expenses incurred in employing consultants in rate proceedings to the extent permitted by law.

9.9 Should the City not have the legal power to agree that the payment of the franchise fee shall be in lieu of the fees and charges described in Section 9.1, the City agrees that it will apply as much of the franchise fee paid by the Cooperative necessary to and charges described in Section 9.1.

SECTION 10. Indemnity

10.1 The Cooperative agrees to indemnify, defend, and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity, to the extent that they arise from the Cooperative's negligence or willful misconduct, and that of its agents and contractors, in connection with construction,

operation, or management of its transmission and distribution system, and form and against all costs, attorney fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon, and from any and al claims arising from any breach or default on the part of the Cooperative in the performance of any covenant or agreement on the part of the cooperative to be performed pursuant to the terms of this agreement.

a) The City shall promptly notify the Cooperative of any claim or cause of action which may be asserted against the City relating to or covering any matter against which Cooperative has agreed, as set forth above, to indemnify, defend and save harmless the City, and the Cooperative shall promptly notify the City of any claim or cause of action which may be asserted against the Cooperative relating to or covering any matter against which the Cooperative has agreed, as set forth above, to indemnify and defend and save harmless the City.
b) The Cooperative serves the right, but not the obligation to create any liability, right, or claim for the benefit of third parties. This indemnification provision is intended and shall be construed for the sole benefit of the City and the Cooperative.

10.2 It is not the intention of wither the City or the Cooperative to create any liability, right, or claim for the benefit of third parties. This indemnification provision is intended and shall be construed for the sole benefit of the City and the Cooperative.

SECTION 11. Compensation for Past Periods

11.1 In recognition of the fact that the Cooperative has continued to remit franchise payments to the City in good faith under the expired franchise agreement authorized by Ordinance No. 98-0-195 since August 2018, the Cooperative agrees to remit to the City, upon acceptance of this franchise renewal, a one-time payment equivalent to five percent (5%) of its gross receipts for any unpaid balance between June 1, 2004 thru April 1, 2025. This amount shall constitute full and complete settlement of any and all franchise fee liabilities applicable to periods prior to April 1, 2025. Beginning April 1, 2025, the Cooperative shall pay to the City six percent (6%) of its gross receipts in accordance with this ordinance.

SECTION 12. Forfeiture and Termination

12.1 In addition to all other rights and powers retained by the City under this franchise or otherwise, City reserved the right to declare this franchise forfeited and to terminate the franchise and all rights and privileges of the Cooperative hereunder in the event of a material breach of its terms and conditions. A material breach by the Cooperative shall include, but not be limited to, the following:

a) Failure to pay the fee described by Section 9 herein;
b) A material misrepresentation of fact in the application for or negotiation of the franchise: and
c) Conviction of any director, offices, employee, or agent of the Cooperative of the offense of bribery or fraud connected with or resulting from the awarding of this franchise to the Cooperative.

12.2 The foregoing shall not constitute a material breach of this franchise if the violation occurs without the fault of the Cooperative or of its employees or occurs as a result of circumstances beyond the Cooperative's control. The Cooperative shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, offices, or employees, or agents.

12.3 To declare a forfeiture of this franchise, the City shall make written demand by certified mail, return receipt requested, that the Cooperative comply with any provision, rule, order or determination pursuant to or contained within this franchise. If the Cooperative fails to take expeditious effective action within thirty (30) days following receipts of the written demand to cure the violation, the Council may terminate the franchise. The City shall cause to be served upon the Cooperative, at least twenty (20) days prior to the date of consideration of termination of the franchise by the Council in open meeting, a written notice of Council's intent to consider such termination and the time and place of the meeting.

a) Upon meeting pursuant to notice, the Council shall: (1) hear and consider the issue, (2) hear any interested person, and (3) shall determine whether or not any violation by the Cooperative has occurred.
b) If the Council determines that a violation occurred and that the violation was the fault of the Cooperative and within its control, the Council may declare the franchise of the Cooperative forfeited and terminated. The Council may also take such appropriate action including, but not limited to, granting a period of time to cure the violation.

SECTION 13. Foreclosure, Receivership and Bankruptcy

13.1 The Cooperative shall notify the City within thirty (30) days after the appointment of a receiver or trustee to take over and conduct the business of the Cooperative, whether in receivership, reorganization, bankruptcy, or other action or proceeding, whether voluntary or involuntary, such notice to include where applicable the cause number and court involved.

SECTION 14. Local Customers Service Office

14.1 The parties hereby acknowledge and agree that neither the City nor the Cooperative currently operate a local customer service office within the City of Laredo, nor do they anticipate establishing such an office in the short term. In the interim, the Cooperative shall make every reasonable effort to provide remote customer service support to its accounts located within the City limits during normal business hours, defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

PART 2.

In compliance wit the provisions of the Charter of the City, this Ordinance, upon being introduced at a regular meeting of the Council, shall be read at three (3) separate regular meetings of the Council and shall not be passed finally until thirty (3) days after the first reading. Within five (5) days following each of its three (3) readings the full text of this Ordinance shall be published one (1) time in a daily newspaper published in the City. This ordinance shall take effect sixty (60) days after its final passage, if the franchise is accepted in writing by the Cooperative; and the Cooperative files its acceptance with the City Clerk of the City within sixty (60) days following the final adoption of this Ordinance by the Council in the following form:

To the Honorable Mayor and City Council:

Medina Electric Cooperative acting by and through the undersigned and authorized officer, hereby accepts, on this _____ day of _____, 2025, Ordinance No. _____, being franchise passed and adopted by the City of Laredo, Texas, duly approved by the Mayor and attested by the City Clerk on _____, 2025, the same being,

> ”AN ORDINANCE GRANTING TO MEDINA ELECTRIC COOPERATIVE, INC., ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, AS THE GRANTEE HEREIN, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT AND MAINTAIN IN THE CITY-OF LAREDO, TEXAS, AS NOW OR HEREAFTER CONSTITUTED, AND ELECTRIC POWER UTILITY SYSTEM IN SAID CITY AND TO USE THE BRIDGES AND OTHER STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID CITY FOR A PERIOD OF FIVE (5) YEARS WITH ONE (1), FIVE (5) YEAR RENEWAL PERIOD SUBJECT TO RENEGOTIATION BY THE PARTIES; AND PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED AND PROVIDING FOR THE PAYMENT TO SAID CITY OF A PERCENTAGE OF CERTAIN RECEIPTS OF GRANTEE FROM ITS OPERATIONS THEREIN; AND PROVIDING FOR THE ACCEPTANCE OF THIS ORDINANCE BY GRANTEE; AND CONTAINING A SAVING CLAUSE, AND PROVIDING FOR PUBLICATIONS AND AN EFFECTIVE DATE” and files herewith its acceptance of this franchise as required by the terms of the franchise ordinance.

> IN TESTIMONY THEREOF, witness the corporate signature of the Medina Electric Cooperative by its duly authorized offices, this the _____ day _____, 2025.

MEDINA ELECTRIC COOPERATIVE, INC., a Texas Corporation

BY: _____

Herbert Grebe III, Chief Executive Officer

PART 3.

The City Clerk is hereby authorized and directed to make appropriate endorsements over his official hand and seal of the City, on a form provided at the conclusion of this Ordinance, of the dates upon which this Ordinance shall have been read at three (3) separate regular meetings of the Councils and the date of final passage of this Ordinance, and the date upon which the Ordinance shall take effect, being sixty (60) days after the date of final passage, if the Cooperative shall have accepted this franchise, and the dates upon which the full text of this Ordinance shall have been published, and the name and address of the daily newspaper in which such publications were had in the City.

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

_____
DR. VICTOR D. TREVIÑO, MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOANH T. NGUYEN, CITY ATTORNEY

_____
BY: JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

CERTIFICATE AND ENDORSEMENT

THIS IS TO CERTIFY that the above and foregoing Ordinance entitled:

AN ORDINANCE GRANTING TO MEDINA ELECTRIC COOPERATIVE, INC., ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, AS THE GRANTEE HEREIN, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT AND MAINTAIN IN THE CITY-OF LAREDO, TEXAS, AS NOW OR HEREAFTER CONSTITUTED, AND ELECTRIC POWER UTILITY SYSTEM IN SAID CITY AND TO USE THE BRIDGES AND OTHER STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID CITY FOR A PERIOD OF FIVE (5) YEARS WITH ONE (1), FIVE (5) YEAR RENEWAL PERIOD SUBJECT TO RENEGOTIATION BY THE PARTIES; AND PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED AND PROVIDING FOR THE PAYMENT TO SAID CITY OF A PERCENTAGE OF CERTAIN RECEIPTS OF GRANTEE FROM ITS OPERATIONS THEREIN; AND PROVIDING FOR THE ACCEPTANCE OF THIS ORDINANCE BY GRANTEE; AND CONTAINING A SAVING CLAUSE, AND PROVIDING FOR PUBLICATIONS AND AN EFFECTIVE DATE.

was introduced, read for the first time, and passed to second reading by the City Council of the City of Laredo at a regular meeting of the City Council held in the Council Chambers, at 1110 Houston, in the City of Laredo on the _____ day of _____, 2025 that the same ordinance was read for the second time and passed to third reading at a regular meeting of the City Council held on the _____ day of _____, 2025, that the same Ordinance was read for the third time and finally passed at a regular meeting of the City Council held on the _____ day of _____, 2025.

AND, I FURTHER CERTIFY THAT:

(a) The Ordinance was not passed until thirty (30) days after the first reading on the _____ day of _____, 2025, the date of final passage being _____ day of _____, 2025.

(b) The date of final passage being the _____ day of _____ 2025, the effective date of this Ordinance under the terms and provisions of the Charter of the City of Laredo, is the _____ day of _____, 2025, being sixty (60) days after the final passage of this ordinance.

(c) Pending the date upon which this Ordinance took effect, the full text of such Ordinance was published once each week within five (5) working days following each of the three readings of this Ordinance during the sixty (60) day period between final passage of the Ordinance and effective date of said Ordinance.

(d) The Laredo Morning Times is a daily newspaper published in the City of Laredo by Hearst Corporation, whose address is 5711 McPherson Rd., Suite 203A, Laredo, Texas 78041.

(e) The expense of such publication was borne by Medina Electric Cooperative, Inc., the proponent and grantee of the franchise granted by this Ordinance.

IN TESTIMONY WHEREOF, witness my hand and the seal of the City of Laredo on this _____ day _____, 2025.

_____
MARIO MALDONADO, JR.
CITY SECRETARY

City of Laredo

City Council

Meeting Date: 8/18/2025 **Resolution 8.**

SUBJECT
Authorizing the City Manager to execute a Donation Agreement and any related documents to accept an 11.76 acres strip of land proposed for a 90-ft wide R.O.W. from Buena Vista Ranch Land Development Co. LLC. Said tract being more or less, out of the remaining portion of a called 487.31 acres, designated as tract 4, conveyed recorded in volume 4225, page242, Webb County Official Public Records, and also out of a called 10.00 acre tract designated as tract 7, recorded in volume 4225, page 257, Webb County, situated in Porcion 34, Abstract 762, Survey 2386, Abstract 3264 and Porcion 35, Abstract 546, and being more particularly described in the attached Exhbit “A”. Land donation has an estimated value of $820,000.00.

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating:
Strong

Supporting goal(s)/policy(ies):

Policy 5.2.2 - Expand and improve connectivity within the city through a complete street network

"Create a network of complete streets that connects neighborhoods to employment centers, schools, parks, and other destinations, providing options for driving, walking, biking, and transit."

(Viva Laredo Comprehensive Plan, p. 5.14)

Relevance: The extension of Concord Hills Boulevard enhances roadway connectivity between existing arterial routes (Los Presidentes Ave. to Wormser Rd./Lomas Del Sur Blvd.), providing expanded travel options and improving regional access.

Goal 5.1 - Improve mobility and connectivity throughout the city

"Provide a safe, reliable, and efficient transportation network that connects all areas of the city and region."

(Viva Laredo Comprehensive Plan, p. 5.10)

Relevance: The proposed ROW donation directly supports expanding the transportation network, increasing mobility in South Laredo, and improving regional linkages.

Policy 5.3.1 - Coordinate roadway improvements with future growth areas

"Prioritize transportation infrastructure projects in areas with planned growth to ensure adequate capacity and connectivity."

(Viva Laredo Comprehensive Plan, p. 5.17)

Relevance: The Concord Hills extension aligns with planned development in South Laredo, ensuring that roadway infrastructure is in place to accommodate growth.

Summary of alignment:
The donation of 11.76 acres for a 90-ft wide right-of-way to construct a 1.3-mile extension of Concord Hills Boulevard aligns **strongly** with the Viva Laredo Comprehensive Plan's transportation and connectivity objectives. By facilitating the direct extension of a key arterial roadway, the project advances **Policy 5.2.2** and **Goal 5.1**, which emphasize building a safe, reliable, and connected transportation network. It also fulfills **Policy 5.3.1** by proactively integrating roadway improvements with anticipated growth in South Laredo. This action supports broader planning themes of **mobility**, **economic development**, and **regional connectivity**, benefiting both current and future residents while supporting efficient land use and access to services.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Background on September 21, 2022, in Resolution No. 22-25, the WC-CL RMA Board of Directors authorized the WC-CL RMA Chair to execute an agreement with the City of Laredo and other entities to contribute to the cost of the Concord Hills Project. The City and Buena Vista Ranch Land Co. LLC, agree that the extension of Concord Hills will benefit the residents of the City of Laredo and Webb County by increasing mobility in the South Texas region.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this Resolution

Fiscal Impact

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

FINANCIAL IMPACT:
Donation will be accounted for in the General Fixed Assets.

STATE OF TEXAS §

COUNTY OF WEBB §

DONATION AGREEMENT
Buena Vista Ranch Land Development Co., LLC
And
City of Laredo
For the Extension of Concord Hills to Lomas del Sur

This Agreement ("Agreement"), which has been approved by the Laredo City Council on _____, 2025, is made between Buena Vista Ranch Land Development Co. LLC, ("BVR") and the City of Laredo ("City"), relating to the extension of Concord Hills Boulevard ("Concord Hills") across the tract of land owned by BVR and other properties, and as further depicted on the attached Exhibit A, which is incorporated herein as if set out in full for all intents and purposes ("Project").

The parties agree as follows:

BVR is the owner of a 11.76 acre tract which will used by the City exclusively as part of the future ROW for Concord Hills (the "Property"); and

BVR further intends to donate civil design construction documents prepared by Top Site Civil Group, LLC, and a geotechnical report dated July 18, 2024, prepared by Castle Engineering and Testing, LLC, for the construction of the Project, which Project shall extend Concord Hills from a location adjacent to the Southern-most point of Los Presidentes Boulevard (the location where Concord Hills currently ends) in a Southerly direction to a point where Concord Hills would connect /intersect with the currently existing Lomas del Sur / the Realignment of Wormser Road as further depicted on the attached Exhibit A; and

The City shall use the engineering plans prepared by Top Site Civil Group, LLC to procure a contractor to build the Project; and

The City stipulates and agrees that the Project will at least consist of one-half of the ultimate roadway section (with sidewalk) of Concord Hills, drainage crossings sufficient to cross the post development flows generated to comply with City standards and drainage procedures, streetlights as per City standards, and reasonable crossings for future water, sanitary sewer, and conduits for dry utilities.

The coordination of the Project and the right-of-way acquisition and construction of the proposed extension of Concord Hills necessitates CITY's active involvement and the parties further agree as follows:

1. BVR represents and warrants to the City that:

   a. BVR is the sole owner in full and complete fee simple title of the Property and the sections of right-of-way identified therein and as further depicted on Exhibit A.

Draft

b. BVR shall donate to the City the engineering design and construction documents prepared by Top Site Civil Group, LLC.

c. BVR has full and complete fee simple title to the Property, free and clear of all other easements, restrictions, conditions, exceptions or reservations.

d. There are no lawsuits pending or, to the best of BVR'S knowledge, threatened, against or involving BVR or the Property.

e. There is no pending or threatened claim affecting the Property.

f. The Property has not been used for the storage or disposal of any hazardous or toxic materials.

g. There are no third parties in possession of the Property as lessees, tenants at sufferance, or trespassers; there are no leases, licenses or other agreements relating to the use, occupancy or possession of the Property.

h. The signatories to this Agreement have the authority to execute this Agreement on the terms herein set forth and to dedicate the right-of-way to the City pursuant hereto.

2. The City represents and warrants to BVR and shall:

a. Within a reasonable period of time, not to exceed one (1) year from the effective date of this Agreement, begin construction of the Project.

b. Within a reasonable period of time, not to exceed thirty (30) days from the effective date of this Agreement, acquire all additional right-of-ways necessary to construct the entirety of the Project.

c. Within a reasonable period of time, not to exceed two (2) years from the effective date of this Agreement, complete construction of the entirety of the Project.

d. Be fully responsible for all costs and oversight of the construction of the Project.

e. The City stipulates and agrees that the Project will at least consist of one-half of the ultimate roadway section (with sidewalk) of Concord Hills, drainage crossings sufficient to cross the post development flows generated to comply with City standards and drainage procedures, streetlights as per City standards, and reasonable crossings for future water, sanitary sewer, and conduits for dry utilities.

3. Each of the obligations and representations of BVR and City are a material part of the consideration of this Agreement. The failure of City or BVR to timely comply with any and all of these obligations shall be considered a breach of and default of this Agreement. Upon a breach of this Agreement, the parties' hereby reserve and shall be entitled to any and all remedies available at law, including but not limited to the filing of a lawsuit for specific performance of this Agreement.

Draft

4. Where there exists any inconsistency between this Agreement and any other provision of any other collateral contractual agreement that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

5. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

6. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

7. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid to the following:

City of Laredo
Attn: City Manager
1110 Houston St.
Laredo, Texas 78040

With a copy to:

City of Laredo
City Attorney
1110 Houston St.
Laredo, Texas 78040

Buena Vista Ranch Land Development Co., LLC
Attn: Mr. Raul Valdez
8600 San Lorenzo Dr.
Laredo, Texas 78045

With a copy to:

Donato Ramos, Jr.
donatoramosjr@ddrlex.com

8. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

9. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

Draft

10. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

11. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies of the parties provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

12. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

13. Terminology and Definitions. Al personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

14. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

15. This Agreement becomes effective when signed by the last party whose signing makes this Agreement fully executed.

Draft

Buena Vista Ranch Land Development Co., LLC:

_____
Raul Valdez
Manager

Dated: _____

The City of Laredo:

By: _____
Name:
Title: City Manager

Dated: _____

AGREED:

_____
Jose A. Valdez, Jr.
City Secretary

APPROVED:

Name:
City Attorney

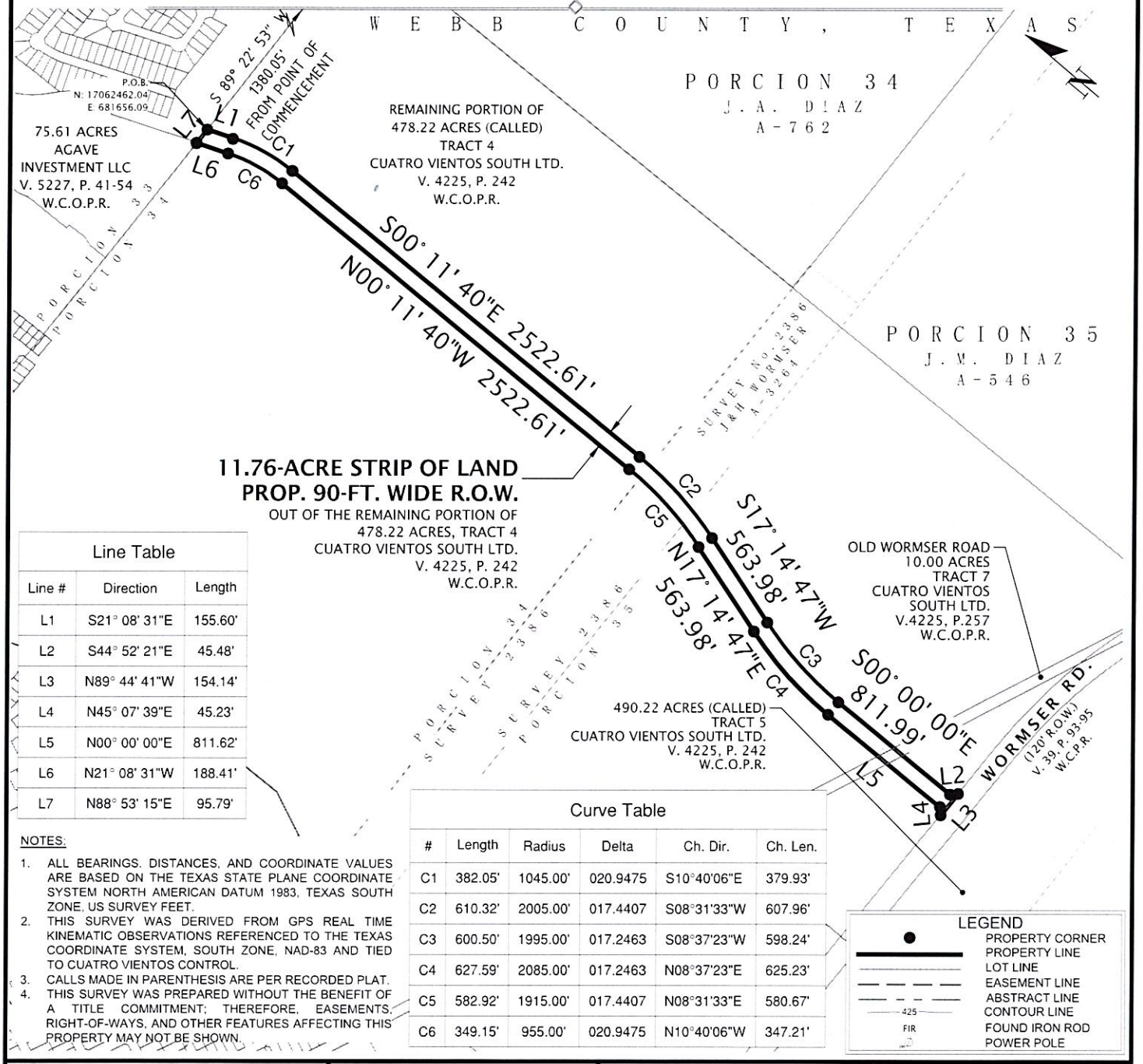
Draft

EXHIBIT

11.76-ACRE R.O.W. DEDICATION STRIP

CITY OF LAREDO

WEBB COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	S21° 08' 31"E	155.60'
L2	S44° 52' 21"E	45.48'
L3	N89° 44' 41"W	154.14'
L4	N45° 07' 39"E	45.23'
L5	N00° 00' 00"E	811.62'
L6	N21° 08' 31"W	188.41'
L7	N88° 53' 15"E	95.79'

Curve Table					
#	Length	Radius	Delta	Ch. Dir.	Ch. Len.
C1	382.05'	1045.00'	020.9475	S10°40'06"E	379.93'
C2	610.32'	2005.00'	017.4407	S08°31'33"W	607.96'
C3	600.50'	1995.00'	017.2463	S08°37'23"W	598.24'
C4	627.59'	2085.00'	017.2463	N08°37'23"E	625.23'
C5	582.92'	1915.00'	017.4407	N08°31'33"E	580.67'
C6	349.15'	955.00'	020.9475	N10°40'06"W	347.21'

NOTES:

1. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH ZONE, US SURVEY FEET.
2. THIS SURVEY WAS DERIVED FROM GPS REAL TIME KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83 AND TIED TO CUATRO VIENTOS CONTROL.
3. CALLS MADE IN PARENTHESIS ARE PER RECORDED PLAT.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; THEREFORE, EASEMENTS, RIGHT-OF-WAYS, AND OTHER FEATURES AFFECTING THIS PROPERTY MAY NOT BE SHOWN.

LEGEND

- PROPERTY CORNER
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- ABSTRACT LINE
- 425 CONTOUR LINE
- FIR FOUND IRON ROD
- POWER POLE

TOPSITE Civil Group

6262 McPherson Road, Ste. 206
Laredo, Texas 78041
engr.# F-22574 surv.#10194686
P (956) 725-5057
topsitecivil.com

PROJECT #:	-
FIELD DATE:	-
DRAWN BY:	R.V.G.
APPROVED:	J.A.M.
DATE:	08/01/2025
SHEET:	2 of 2
FILE PATH:	CONCORD_HILLS_DEDICATION_alt_recovered.dwg
SCALE:	1"=800'

40 0 40 800

GRAPHIC SCALE IN FEET

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

August 1, 2025

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

METES & BOUNDS

11.76-ACRE R.O.W. DEDICATION STRIP

CITY OF LAREDO

WEBB COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 11.76 ACRES, MORE OR LESS, OUT OF THE REMAINING PORTION OF A CALLED 478.22 ACRES, DESIGNATED AS TRACT 4, OUT OF A CALLED 490.22 ACRES DESIGNATED AS TRACT 5, CONVEYED TO CUATRO VIENTOS SOUTH LTD., RECORDED IN VOLUME 4225, PAGES 253-254, WEBB COUNTY OFFICIAL PUBLIC RECORDS, AND ALSO OUT OF A CALLED 10.00 ACRE LOT DESIGNATED AS TRACT 7, RECORDED IN VOLUME 4225, PAGE 257, WEBB COUNTY OFFICIAL PUBLIC RECORDS, SITUATED IN PORCION 34, A-762, ABSTRACT No. 3264, AND PORCION 35, A-546, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN IRON ROD FOUND BEING THE NORTHEAST CORNER OF SAID CUATRO VIENTOS TRACT 4; THENCE, S 89° 22' 53" W, AT 1380.05 FEET TO A POINT ON THE SOUTH LINE OF A 75.61 ACRES, DESIGNATED AS TRACT 4, CONVEYED TO AGAVE INVESMENTS, LLC, RECORDED IN VOLUME 5227, PAGES 41-54, WEBB COUNTY OFFICIAL PUBLIC RECORDS, THE **POINT OF BEGINNING** AT (GRID COORDINATES, N: 17062462.04, E:681656.09) AND THE MOST NORTHWEST CORNER HEREOF;

THENCE CONTINUING OVER AND ACROSS SAID CUATRO VIENTOS SOUTH TRACT, THE FOLLOWING COURSES AND DISTANCES:
S 21° 08' 31" E, AT **155.60 FEET** TO A POINT OF CURVATURE TO THE RIGHT HEREOF;
CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 1045.00 FEET, ALONG CHORD DIRECTION OF S 10° 40' 06" E, WITH CHORD OF 379.93 FEET, ALONG AN ARC LENGTH OF 382.05 FEET TO A POINT OF TANGENCY HEREOF;
S 00° 11' 40" E, AT **2522.61 FEET** TO A POINT OF CURVATURE TO THE RIGHT HEREOF;
CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 2005.00 FEET, ALONG CHORD DIRECTION OF S 08° 31' 33" W, WITH CHORD OF 607.96 FEET, ALONG AN ARC LENGTH OF 610.32 FEET TO A POINT OF TANGENCY HEREOF;
S 17° 14' 47" W, AT **563.98 FEET** TO A POINT OF CURVATURE TO THE LEFT HEREOF;
CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 1995.00 FEET, ALONG CHORD DIRECTION OF S 08° 37' 23" W, WITH CHORD OF 598.24 FEET, ALONG AN ARC LENGTH OF 600.50 FEET TO A POINT OF TANGENCY HEREOF;
S 00° 00' 00" E, AT **811.99 FEET** TO A DEFLECTION CORNER HEREOF;
S 44° 52' 21" E, AT **45.48 FEET** TO A POINT ON NORTH LINE OF WORMSER ROAD, A 120-FT. RIGHT-OF-WAY, AS RECORDED IN VOLUME 39, PAGES 93-95, WEBB COUNTY PLAT RECORDS, FOR THE MOST SOUTHEAST CORNER HEREOF;
N 89° 44' 41" W, AT **154.14 FEET** TO A THE MOST SOUTHWEST CORNER HEREOF;
N 45° 07' 39" E, AT **45.23 FEET** TO A DEFLECTION CORNER HEREOF;
N 00° 00' 00" E, AT **811.62 FEET** TO A POINT OF CURVATURE TO THE RIGHT HEREOF;
CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 2085.00 FEET, ALONG CHORD DIRECTION OF N 08° 37' 23" E, WITH CHORD OF 625.23 FEET, ALONG AN ARC LENGTH OF 627.59 FEET TO A POINT OF TANGENCY HEREOF;
N 17° 14' 47" E, AT **563.98 FEET** TO A POINT OF CURVATURE TO THE LEFT HEREOF;
CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 1915.00 FEET, ALONG CHORD DIRECTION OF N 08° 31' 33" E, WITH CHORD OF 580.67 FEET, ALONG AN ARC LENGTH OF 582.92 FEET TO A POINT OF TANGENCY HEREOF;
N 00° 11' 40" W, AT **2522.61 FEET** TO A POINT OF CURVATURE TO THE LEFT HEREOF;
CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 955.00 FEET, ALONG CHORD DIRECTION OF N 10° 40' 06" W, WITH CHORD OF 347.21 FEET, ALONG AN ARC LENGTH OF 349.15 FEET TO A POINT OF TANGENCY HEREOF;
N 21° 08' 31" E, AT **188.41 FEET** TO A POINT ON THE NORTH LINE OF SAID CUATRO VIENTOS SOUTH TRACT, THE SOUTH LINE OF SAID 75.61 ACRES, THE OSTENSIBLE COMMON LINES OF PORCIONES 33 AND 34, THE MOST NORTHWEST CORNER HEREOF;

THENCE N 88° 53' 51" E CONTINUING THE COMMON LINES OF SAID CUATRO VIENTOS SOUTH TRACT AND 75.61 ACRES, AT **95.79 FEET THE POINT OF BEGINNING AND CONTAINING 11.76 ACRES (512115.30 S.F.), MORE OR LESS.**

A SKETCH PREPARED FOR THIS TRACT OF LAND ACCOMPANIES THIS LEGAL DESCRIPTION.

TOPSITE Civil Group
6262 McPherson Road, Ste. 206
Laredo, Texas 78041
engr.# F-22574 surv.#10194686
P (956) 725-5057
topsitecivil.com

PROJECT #:	-
FIELD DATE:	-
DRAWN BY:	R.V.G.
APPROVED:	J.A.M.
DATE:	08/01/2025
SHEET:	1 of 2
FILE PATH:	CONCORD_HILLS_DEDICATION_alt_recovered

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

August 1, 2025

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

RESOLUTION NO. 2025-R-202

AUTHORIZING THE CITY MANAGER TO EXECUTE A DONATION AGREEMENT AND ANY RELATED DOCUMENTS TO ACCEPT AN 11.76 ACRES STRIP OF LAND PROPOSED FOR A 90-FT WIDE R.O.W. FROM BUENA VISTA RANCH LAND DEVELOPMENT CO. LLC. SAID TRACT BEING MORE OR LESS, OUT OF THE REMAINING PORTION OF A CALLED 487.31 ACRES, DESIGNATED AS TRACT 4, CONVEYED RECORDED IN VOLUME 4225, PAGE242, WEBB COUNTY OFFICIAL PUBLIC RECORDS, AND ALSO OUT OF A CALLED 10.00 ACRE TRACT DESIGNATED AS TRACT 7, RECORDED IN VOLUME 4225, PAGE 257, WEBB COUNTY, SITUATED IN PORCION 34, ABSTRACT 762, SURVEY 2386, ABSTRACT 3264 AND PORCION 35, ABSTRACT 546, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHBIT "A". LAND DONATION HAS AN ESTIMATED VALUE OF $820,000.00.

WHEREAS, Buena Vista Ranch Land Development Co. LLC has agreed to donate said parcel to the City of Laredo to develop and construct a 1.3-mile extension of Concord Hills Boulevard from Los Presidentes Avenue to the Wormser Rd./ Lomas Del Sur Boulevard; and

WHEREAS, on September 21, 2022, in Resolution No. 22-25, the WC-CL RMA Board of Directors authorized the WC-CL RMA Chair to execute an agreement with the City of Laredo and other entities to contribute to the cost of the Concord Hills Project; and

WHEREAS, the City and Buena Vista Ranch Land Co. LLC, agree that the extension of Concord Hills will benefit the residents of the City of Laredo and Webb County by increasing mobility in the South Texas region.

WHEREAS, the City and Buena Vista Ranch Land Co. LLC support the extension of Concord Hills Boulevard (Concord Hills) for approximately 1.3 miles to the Wormser Road/Lomas Del Sur Boulevard Extension (the "Concord Hills Project); and

WHEREAS, the Parties agree that the extension of Concord Hills will benefit the residents of the City of Laredo and Webb County by increasing mobility in the South Texas region.

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

SECTION 1. It hereby accepts the donation of an 11.76 acres strip of land proposed for a 90-ft wide R.O.W from Buena Vista Ranch Land Development Co. LLC.

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 _____ DAY OF _____, 2025

_____
DR. VICTOR D. TREVINO, MAYOR

ATTEST:

_____
MARIO MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

By: _____
RODOLFO MORALES, III
ASISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 9.**

SUBJECT
Consideration to authorize purchases from Ennis-Flint, Inc., Greensboro, NC, within fiscal year 2025 not to exceed the annual amount of $100,000.00. These purchases will be for traffic paint used for striping throughout the city and will be utilizing the Buy Board Contract #703-23 for Highway Safety and Traffic Control Products. Funding is available in General Fund Traffic Division.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Cooperative Purchasing Program allows municipalities to take advantage of the contract pricing Highway Safety and Traffic Control Products through Buy Board Contract #703-23. Purchases are not to exceed the annual amount of $100,000.00 for the remainder of the fiscal year 2025.

STAFF RECOMMENDATION
Staff recommends approval of this item to ensure continuity of traffic safety operations and timely completion of pavement marking projects.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?	Yes**.**
Source of Funds:	General Fund - Traffic Safety Division**.**
Account #:	101-2263-512-3046
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
Funding is available in the approved Traffic Operations budget under line item Pavement markings 101-2263-512-3046.

BuyBoard Vendor Contract Information Summary

Vendor	Ennis-Flint, Inc.
Contact	HUNTER WEISENFELD
Phone	800-331-8118
Email	dl-ts-contracts@ppg.com
Vendor Website	www.ennisflint.com
TIN	75-2657523
Address Line 1	4161 Piedmont Pkwy, Ste 370
Vendor City	Greensboro
Vendor Zip	27410
Vendor State	NC
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	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Highway Safety and Traffic Control Products
Contract No.	703-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes

To: JAIME PEREZ Fax or Email: jperez5@ci.laredo.tx.us

Ennis-Flint, Inc.
Ennis Paint Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

<< QUOTE >>

PAGE 1

QUOTE DATE 6/5/2025
QUOTE NO 00663733
CURRENCY ID USD

SOLD TO
40196
CITY OF LAREDO / TX
ACCOUNTS PAYABLE
P.O. BOX 210
LAREDO, TX 78042-0210

SHIP TO
NEW
CITY OF LAREDO / TX
VALENTIN DE LOS REYES
1820 W CALTON ROAD
LAREDO, TX 78041-5696

CONTRACT NUMBER 703-23

TOTAL DUE 8,937.50

CSSR	SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
JAG	86		7/5/2025	6/5/2025	00663733	6/5/2025		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 30 Days	QUOTE		DAP

ITEM ID	LOCATION	QUANTITY	UOM	QUOTE PRICE	EXT QUOTE PRICE
985202-55NL	TXN	10.000000	55NL	893.750000	8,937.50
WB YEL FAST DRY 1952F 1/2					
Package in 55 GL new lined drums filled to 55 GL.					

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	8,937.50	0.00	0.00	0.00	8,937.50

All sales are subject to the Ennis-Flint, Inc. Standard Terms and Conditions of Sale. A copy can be found on the Ennis-Flint website, currently at https://www.ennisflint.com/terms-conditions. For remittance by credit card, a 3% transaction fee will be assessed. Discounts do not apply to Freight and Other Miscellaneous Charges.

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 10.**

SUBJECT
Consideration for approval of Amendment No. 1, and increase in the amount of $263,165.38 to the professional services contract with Sepulveda Associates Architects, Inc., Laredo, Texas for El Metro Transit Center Building Enhancements Project, which will include final architectural, mechanical, electrical, and structural services. Current contract amount with this amendment is $341,373.73. Funding is available in the 2019 Certificate of Obligation Bond.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Policy 8.1.3 - Maintain and upgrade transit facilities to improve comfort, safety, and accessibility for all users.
Policy 8.1.2 - Ensure public transportation infrastructure is well-maintained and adequately resourced.
Policy 6.22.4 - Design and build city facilities that are resource-efficient, sustainable, and promote long-term cost savings.
Summary of alignment:
The El Metro Transit Center Building Enhancements Project demonstrates strong alignment with the Viva Laredo Comprehensive Plan through its direct focus on improving one of the City's core public transportation facilities. The architectural and engineering services will lead to comply with building codes and safety for transit users while aligning with the broader goals of sustainable infrastructure investment and equity in mobility.

PREVIOUS COUNCIL ACTION
On March 17, 2025, City Council approved 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.

BACKGROUND
The SAA, Inc. team will conduct onsite detailed visual documentation to determine the final architectural, mechanical - electrical scope for the preparation of the final bid package to obtain formal competitive bids for the execution of the scope of work through a qualified bonded general contractor.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2019 Certificate of Obligation Bond.
Account #:	518-9874-583-5526
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
Funding is available in the 2019 Certificate of Obligation Bond.
Account: 518-9874-583-5526

SEPULVEDA
ASSOCIATES
ARCHITECTS
INC.

June 20, 2025

Mr. Ramon E. Chavez, P.E.
Laredo City Engineer – Asst. City Manager
Ms. Gloria P. Saavedra, P.E.
Civil Engineer, II - Project Manager
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78040

Re: Architectural & Engineering
Professional Services Fee
City of Laredo – El Metro Transit Center
Building Enhancements

Mr. Chavez,
Ms. Saavedra,

Thank you, again, for contacting Sepulveda Associates Architects, Inc. (SAA, Inc.) and requesting a proposal to provide architectural and engineering professional limited services, involving 1.) *replacement of the HVAC equipment, 2.) lighting through- out, and 3.) architectural "Safety" related items* to the City of Laredo on subject project. The SAA, Inc. team will conduct onsite detailed visual documentation to determine the final architectural, mechanical – electrical scope for the preparation of the final bid package to obtain formal competitive bids for the execution of the scope of work through a qualified bonded general contractor. From our on-site walk throughs site visit and recent meeting notes on 6-6-2025, 6-13-25 and assessment report dated 5-21-2025 we propose the following:

SERVICES - ANTICIPATED SCOPE OF WORK
The professional architectural services are described below:

SCHEMATIC DESIGN PHASE
1. ***See Preliminary HVAC and Lighting Scope of Work – NRG Engineering dated 6-13-25, attached.***
2. ***As directed by City Engineering staff, Preliminary Assessment Report dated 5-21-25 items related to facility "safety" issues include Items 1, 5, 6, 8, 9, 13, 18, 19, 24, 36, 37, 40, 45, 54, 55, 59, 62, 66, 69, and 78 per pages 57 – 62. Note: Items 36, 37, 54, 55, will be prepared as Add Alternates to the bid package.***
3. Prepare floor plan basic schematics (utilize the existing Owner provided PDF "As-Built") with notes, details and photographs of the scope of work items.
4. Perform additional onsite site walkthroughs and review the Owner provided "As Built"

1820 HOUSTON ST. • LAREDO, TEXAS 78040
(956) 725-1985 FAX (956) 725-2396 E-MAIL: saainc@saarchitects.net

Drawings to develop as much detail as possible for the development of the creation of the construction documents,

5. Prepare preliminary budget for line items of the proposed preliminary scope for Owner's review and approval to develop technical drawings,
6. Consult and perform site walkthrough with mechanical, electrical and structural engineers to develop documentation for the replacement / modifications of requested selective power, lighting, equipment controls, HVAC system, and structural safety items as documented in the preliminary scope of work,
7. General in person and virtual meetings may be necessary for the proper review, direction, and refinement as the work progresses,
8. Reimbursements for in-house printing expenses for the development of the work as the project scope evolves,
9. As discussed with City Building Development Services Department staff, the majority of the scope of work items will be classified as Alterations Level 1 – Existing International Building Code EIBC with a building permit and respective electrical and mechanical subcontractors required to be secured. A cursory (not exhaustive) building code review will be provided and included in the bid documents for the BDS Department in issuing permit(s) to the general contractor. No permit fees are included in this proposal for these items by the A&E consultants.
10. ***See Preliminary Scope of Work – Synergy Structural Engineering dated 6-20-25, attached and the reconstruction of the Greyhound lease space mechanical mezzanine to be included as a bid alternate.***

CONSTRUCTION DOCUMENT PHASE

1. Upon approval of the preliminary scope of the work – listed items and drawings, SAA, Inc. will commence the final development of the preliminary documents to detail for the preparation of the technical documents,
2. Option 1 - Use Owner provided "As Built" documents to allow for "redline" markups and notes to describe new scope of work – SAA, Inc. assumes Owner will allow use of documents for this purpose as Owners of the documents,
3. As required, Option 2 – SAA, Inc. will redraw new floor plan layouts and other documents as necessary depending on extent of item scope,
4. Create and finalize architectural, and structural drawings, notes, details, schedules, photographs, specifications as technical documents,
5. Create final documents with assistance from team engineers for the development of items as identified in the scope of work limited to "safety" concerns – issues,
6. Finalize mechanical and electrical drawings and schedules per the final scope of work,
7. Develop project bidding manual - specifications for the final scope the scope, and coordinate bid schedule with City Engineering and Purchasing Department,
8. Reimbursements for in-house printing expenses for the development of the work as the project scope evolves and is refined for a final product,
9. Coordinate and cross reference with structural and mechanical/electrical engineers the final construction documents for the bidding package, with additive alternates as required,
10. **Note: No filing, registering, obtaining plan review(s), and inspection with RAS for TDLR TAS HC standards is anticipated as this project will only address "maintenance -safety" items. No remodeling of walls, or floor plan is projected – anticipated to be executed in this scope. Therefore, no fees have been included in this proposal.**

BIDDING AND NEGOTIATION PHASE

1. SAA, Inc. will assist the Owner with the bidding and negotiation phase to obtain competitive bids for the execution of the work from qualified contractors,
2. Conduct in person a Pre-Bid Conference to explain the construction documents and conduct a site walk through to ensure bidders are fully aware of the scope of work,
3. Issue all necessary addendums, clarifications and review of any possible product substitutions,
4. Review references of the apparent lower bidder and qualifications, with Architect to provide recommendation for awarding of the contract based on findings.

CONSTRUCTION ADMINISTRATION PHASE

1. SAA, Inc. will assist the Owner in the execution of the construction administration phase overseeing the general contractor and respective subcontractors operations including onsite observation, coordination with city and public entity representatives for permitting, code compliance, field inspections, reviewing of the product submittals, shop drawings, testing and monitoring, punch lists, close out documents, and review and process monthly applications for payments as may be required being the Owner's agent and contact.

CONSULTANTS – TEAM MEMBERS

- **SAA, INC.** will include the following professional services from team consultants:

- **NRG Engineering, Inc. – Limited Mechanical and Electrical**
  Basic services (limited) for design and recommendations for replacement of selective lighting, power, HVAC system equipment with testing and balancing of the A/C units and room ductwork registers, and specification for ductwork cleaning scope. A new public address system will be specified. Services include limited onsite walkthroughs to determine final scope documents and construction observation site visits (min. 1/month average). **Refer to the attached detailed proposal for additional information.**

- **Synergy Structural Engineering, Inc.**
  Basic services (limited) for structural design and recommendations for the Greyhound mechanical equipment platform, typical building exterior masonry veneer repair details, dis-similar materials expansion joint details (limited scope – most extreme visible locations), and coordination with project Architect for cross reference of documents. Services include limited onsite walkthroughs to determine final scope documents and construction observation site visits (min. 1 / month average). **Refer to the attached detailed proposal for additional information.**

Note: No TDLR – HC / TAS, plumbing, environmental, sound, acoustics, or audio-visual consultant services and fees are included in this proposal.

COMPENSATION:

SAA, Inc. proposes to be compensated for the architectural, mechanical, electrical, and structural engineering consultant services, with 1 set full size of hard copy production printing, 1 pin drive with pdf folder of documents, $263,165.38 (includes a 7.5% contingency fee allowance to be used for unforeseen conditions or additional scope with approval from Owner reps) as herein provided (See attached breakdown – spreadsheet). Compensation is requested at the completion of every month and/or at the conclusion of each service phase whichever comes first, plus the reimbursable expenses incurred during the billing period.

SUMMARY BY DISIPLINES:

- **Architectural Services** (See Attachment) $100,705.00
- **Mechanical / Electrical** Services (See Attachment)
  $125,000 x 1.10 Coordination Fee $137,500.00
- **Structural Services** (See Attachment)
  $6,000 x 1.10 coordination Fee $ 6,600.00
- **Contingency Allowance** (See Attachment)
  $244,805 x 7.5% $ 18,360.38

Total A/E Compensation Pay and Task Schedule is proposed:

Task One	Schematic Design Phase	$ 66,500.00	3-5 Weeks
Task Two:	Construction Document Phase	$108,755.00	6-8 Weeks
Task Three:	Bidding and Negotiation	$ 15,425.00	6-8 Weeks
Task Four:	Construction Administration Phase	$ 54,125.00	150-180 Calendar Days
Total		**$244,805.00**	255-270 Calendar Days
Contingency Allowance @7.5%		**$ 18,360.38**	
Total Amount with Contingency Allowance		**$263,165.38**	

Note: See attached fee breakdown – spread sheet. We request that no retainage be placed on our services during our phased billings as this is not a standard in the professional services industry.

SAA, Inc. will provide the required one set of record plans as provided by the general contractor (bond paper) of the plans and specs and one pin drive of the complete Acrobat PDF electronic files of the final set of plans and specifications for the Owner's use at the bidding phase.

SERVICES NOT INCLUDED:

- SAA, Inc. has not included any other specialized consultant. No additional fees, at this time, for *unforeseen or anticipated* services beyond the items described above.

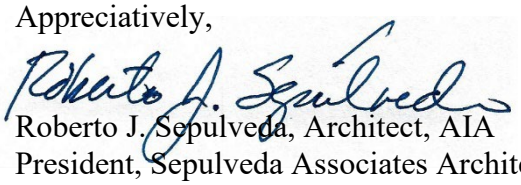
REIMBURSABLE EXPENSES:

We propose to be compensated for reimbursable expenses at 1.10 times the actual expense incurred by Sepulveda Associates Architects, Inc. Reimbursable expenses include, but may not be limited to the following items: (All items will require an amendment to our Formal Agreement)

- Travel expenses, food and lodging, and transportation outside a 30-mile radius of the Laredo area with advanced approval by Owner at cost plus 1.10
- Special mailing or shipping expenses of printed data, drawings, samples, etc. at cost plus 1.10
- Reproduction of printed data, plans and specs, other than inter-team consultant coordination printings
- Major progress REVIT or CAD plotting and/or printing at the end of each phase or review milestones are included in the cost of the basic services. *Major drawing changes after approvals* will be charged per architect's and respective consultants' hourly rates, additional plotting, or printing multiple sets of documents will be charged at the current commercial printing rates plus 1.10.

Again, we're ***very grateful*** for the opportunity to provide architectural / engineering team professional services. Please contact me if you require additional details or information. We look forward to working with you, your staff, and City Engineering on this important needed enhancement project for the community and the City of Laredo El Metro Transit Center Management.

Appreciatively,



Roberto J. Sepulveda, Architect, AIA
President, Sepulveda Associates Architects, Inc.

Attachments: SAA, Inc. Fee Breakdown dated 6-20-25.
NRG Engineering Proposal dated 6-13-25
Synergy Structural Engineering Proposal dated 6-20-25

Copy:
Evelyn Gomez, Engineering Associate I
City of Laredo
City Engineering Department
1110 Houston Street
Laredo, Texas 78040

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES
CITY OF LAREDO
EL METRO TRANSIT CENTER BUILDING ENHANCEMENTS - PHASE II SERVICES

SCHEMATIC DESIGN PHASE						Approx.3-5 Weeks
Architectural						
Classification	**Rate**	**Hours**	**Cost**	**Subtotal**	**Total**	
Architect - PM RJS	$ 225.00	40.00	$ 9,000.00			
Architect I RSS	$ 175.00	60.00	$ 10,500.00			
Architect II RDS	$ 160.00	8.00	$ 1,280.00			
Architect III MAS	$ 150.00	0.00	$ -			
Cost Estimating - Principal RJS	$ 140.00	8.00	$ 1,120.00			
Clerical RCS	$ 75.00	8.00	$ 600.00			
Supplies, plots, printing, gas, etc.			$ 550.00	$ 23,050.00		
MEP Engineering Consultant	$ 37,500.00	1.10	$ 41,250.00	$ 41,250.00		See NRG Proposal
Structural Engineering Consultant	$ 2,000.00	1.10	$ 2,200.00	$ 2,200.00		See SSE Proposal
TOTAL SCHEMATIC DESIGN PHASE				**$ 66,500.00**	**$ 66,500.00**	
CONSTRUCTION DOCUMENT PHASE						Approx.6-8 Weeks
Architectural						
Classification	**Rate**	**Hours**	**Cost**	**Subtotal**		
Architect - PM RJS	$ 225.00	80.00	$ 18,000.00			
Architect I RSS	$ 175.00	110.00	$ 19,250.00			
Architect II RDS	$ 160.00	16.00	$ 2,560.00			
Architect III MAS	$ 150.00	0.00	$ -			
Cost Estimating - Principal RJS	$ 140.00	16.00	$ 2,240.00			
Clerical RCS	$ 75.00	16.00	$ 1,200.00			
Supplies, plots, printing, gas, etc.			$ 880.00	$ 44,130.00		
MEP Engineering Consultant	$ 56,250.00	1.10	$ 61,875.00	$ 61,875.00		
Structural Engineering Consultant	$ 2,500.00	1.10	$ 2,750.00	$ 2,750.00		
TOTAL CONSTRUCTION DOCUMENT PHASE				**$ 108,755.00**	**$ 108,755.00**	
BIDDING AND NEGOTIATION PHASE						Approx. 6-8 Weeks
Architectural						
Classification	**Rate**	**Hours**	**Cost**	**Subtotal**		
Architect - PM RJS	$ 225.00	24.00	$ 5,400.00			
Architect I RSS	$ 175.00	12.00	$ 2,100.00			
Architect II RDS	$ 150.00	0.00	$ -			
Architect III MAS	$ 150.00	0.00	$ -			
Clerical RCS	$ 75.00	8.00	$ 600.00			
Supplies, plots, printing, etc.			$ 450.00	$ 8,550.00		
MEP Engineering Consultant	$ 6,250.00	1.10	$ 6,875.00	$ 6,875.00		
Structural Engineering Consultant	$ -	1.10	$ -	$ -		
TOTAL BIDDING AND NEGOTIATION PHASE				**$ 15,425.00**	**$ 15,425.00**	
CONSTRUCTION ADMINISTRATION PHASE						Approx. 150-180 Calendar Days
Architectural						
Classification	**Rate**	**Hours**	**Cost**	**Subtotal**		
Architect - PM RJS	$ 225.00	60.00	$ 13,500.00			
Architect I RSS	$ 175.00	45.00	$ 7,875.00			
Architect II RDS	$ 150.00	0.00	$ -			
Architect III MAS	$ 150.00	0.00	$ -			
Clerical RCS	$ 75.00	24.00	$ 1,800.00			
Supplies, plots, printing, etc.			$ 1,800.00	$ 24,975.00		
MEP Engineering Consultant	$ 25,000.00	1.10	$ 27,500.00	$ 27,500.00		
Structural Engineering Consultant	$ 1,500.00	1.10	$ 1,650.00	$ 1,650.00		
TOTAL CONSTRUCTION DOCUMENT PHASE				**$ 54,125.00**	**$ 54,125.00**	
TOTAL A & E FEES					**$ 244,805.00**	
						Approx. 255-270 Calendar Days
CONTINGENCY ALLOWANCE	7.5%	$ 244,805.00			**$ 18,360.38**	
(Unforeseen Or Additonal Scope as approved/directed by Owner)						
TOTAL A & E FEES W/ CONTINGENCY ALLOWANCE					**$ 263,165.38**	
Architectural Services					$ 100,705.00	
Mechancial - Electrical Services					$ 137,500.00	
Structural Services					$ 6,600.00	
Contigency Allowance					$ 18,360.38	
Total					**$ 263,165.38**	

NRG ENGINEERING

5656 S. Staples, Suite 312
Corpus Christi, TX 78411
Ph: 361.852.2727 Fx: 361.852-2922
Texas Registration No. F-5318

June 13, 2025

Proposal No. P_25138

Sepulveda Associates Architects, Inc.
1820 Houston Street
Laredo, Texas 78040

ATTN: Roberto J Sepulveda, AIA

RE: El Metro Centre Building Renovations – Phase 1
1301 Farragut St.
Laredo, TX

Dear Sir:

We are pleased to provide you with this proposal for Mechanical and Electrical Engineering Services for the above referenced project. Our understanding of the project is that it will consist of the following scope items:

A. Replacement of the existing HVAC Chill Water System.
B. Replacement of the existing Public Address System.
C. By alternate:
    a. Replacement of the existing interior lighting – Alternate #1
    b. Replacement of the existing exterior lighting - Alternate #2
    c. Upgrades to the existing electrical panels in several departments - Alternate #3
    d. **ADDITIONAL SERVICES:** Replacement of the existing HVAC and lighting for the tenant space referred to as the Greyhound Bus terminal.
D. MEP Specifications to be issued in book format or on the drawings.
E. Coordination meetings with design team.
F. Additional site surveys as required.
G. Attendance at the Pre-Bib conference.
H. Respond to contractor's pre-bid information requests.
I. Assistance with the evaluation of contractor's bids.
J. Attendance at bi-monthly OAC meetings via Teams or Zoom
K. Review of contractor's construction submittals and shop drawings.
L. Respond to contractor's information requests during construction.
M. Review of contractor's test and balance reports.
N. Monthly site observations to review contractor's progress. Site observation reports will be issued.
O. Final walk-through of the project. Punch list will be issued.
P. Provide as-built drawings based on the contractor's red lines in both PDF and CAD formats.
Q. One-year warranty walk-through with the Owner.

Exclusions:

1. No LEED calculations or paperwork is included in our scope of work or proposal.
2. No Green Building Program calculations or paperwork is included in our scope of work or proposal.
3. No Acoustical analysis or studies will be performed by NRG Engineering and thus is not included in our proposal.
4. No Audio/Video design will be performed by NRG Engineering and thus is not included in our proposal.
5. No design of security cameras (CCTV) or system will be performed by NRG Engineering and thus is not included in our proposal.
6. No design of access control system will be performed by NRG Engineering and thus is not included in our proposal.
7. No design of intrusion detection (burglar alarm) system will be performed by NRG Engineering and thus is not included in our proposal.
8. No Structural Engineering will be performed by NRG Engineering and thus is not included in our scope of work or proposal.
9. No Civil Engineering or Environmental Engineering or studies will be performed by NRG Engineering and thus is not included in our scope of work or proposal.
10. No Architectural services will be performed by NRG Engineering and thus is not included in our scope of work or proposal.
11. No Fire Protection design services will be performed by NRG Engineering and thus is not included in our scope of work or proposal.
12. No Fire Alarm design services will be performed by NRG Engineering and thus is not included in our scope of work or proposal.
13. No design of a septic sewer system will be completed by NRG Engineering as a part of this contract.
14. No testing will be performed by NRG Engineering and thus is not included in our scope of work or proposal.
15. No Commissioning per IECC 2021 is included in our scope of work or proposal.
16. No hard copies of work will be provided by NRG Engineering. NRG Engineering will provide only electronic copies of all design efforts in PDF format. The client shall be responsible for all printing and reproduction costs.

Deliverables:

1. **Design Phase Services:**
    a. Site visits as required.
    b. Issue 30% MEP Drawings for review and coordination.
    c. Issue 60% MEP Drawings and specifications for review and coordination.
    d. Issue 90% MEP Drawings and specifications for review and coordination.
    e. Issue final set of MEP drawings and specifications.
    f. Issue Energy Compliance Certificates only for Mechanical and Lighting systems.

2. **Bid Phase Services:**

a. Attendance at pre-bid conference.
b. Answer contractor's RFIs and issues any addendums necessary.
c. Review of bids and make recommendations for the award.

3. Construction Phase Services:

a. Attendance at Owner/Architect/Contractor bi-monthly meetings via Teams or Zoom.
b. Reviews of contractor's submittals and shop drawings.
c. Answering contractor's Request for Information requests.
d. Monthly site visits during construction will be made to assess the contractor's progress. Site observation reports will be issued.
e. Provide as-builts based on the contractor's red lines in both PDF and CAD formats.
f. One-year warranty inspection.

4. Commissioning Phase Services – Not Included. Should Commissioning be required, a separate proposal can be provided:

The fee for our services based on the above scope of work is as follows and will be net payable within 30 days of invoice date, with invoicing submitted monthly based upon percentage of scope completed.

Engineering Fees for the above scope of work are listed below and will be invoiced as follows:

BASIC SERVICES:

Design Services ----------	$77,000.00
Bid Phase Services ----------	$ 3,000.00
Construction Administration Phase Services ----------	$20,000.00

Engineering Fees – Basic Services = $100,000.00

ADDITIONAL SERVICES:

1. Design or the replacement of the existing HVAC and lighting for the tenant space referred to as the Greyhound Bus terminal.

Engineering Fees – Additional Services = $25,000.00

Any work not listed in the above scope will be billed on a time and material basis per the attached NRG Engineering rate schedule. Any liability for errors, omissions, and/or defects resulting from professional performance shall be limited as indicated herein. However,

discrepancies that are within professional standards shall be corrected per the client's direction and at the client's expense.

Project Agreement

1. If this project is delayed or abandoned for more than 90 days from the date of the proposal, it is our option to renegotiate or terminate this agreement.

2. If the contract documents must be revised due to budgetary constraints, all "MEP" document revisions will be billed as additional services on an hourly basis per the attached NRG rate schedule.

3. If the contract documents must be revised due to value engineering, all "MEP" document revisions will be billed as additional services on an hourly basis per the attached NRG rate schedule.

4. All billing shall be done in accordance with our standard office billing procedure with invoices delivered to your office on or about the first day of each month. We will invoice for percentage completed on the project, with payment due upon receipt of our invoice.

5. A 5% per month charge will be added to all unpaid invoices after 30 days.

6. Should the construction of this project be abandoned or delayed, we will invoice for the percentage of Engineering completed at that time. The invoices will be due and payable as stated above.

7. The hourly billing rates shall be as follows: See attached NRG Rate Schedule.

8. Limitation of Liability: See attached Standard terms and Conditions.

Proposal Approval

If this proposal meets your approval, please indicate your acceptance by the proper authorized signature in the space provided below and returning the signed original to our office. Once we have received a signed copy, we will proceed with the above scope of work. Signature below acknowledges and accepts the standard terms and conditions included herein.

Please call should you have any questions concerning our proposal or the terms of our agreement. Thank you for considering NRG Engineering for these consulting services and we look forward to working with you and your office.

Respectfully,

John Rodriguez
Principal - Project Manager
NRG Engineering PLLC

ACCEPTED BY: Sepulveda Associates Architects, Inc.

Signature: _____ Name: _____

Title: _____ Date: _____

NRG Engineering

5656 S. Staples, Suite 312
Corpus Christi, Texas 78411
V 361.852.2727
F 361.852-2922
accounts@nrgcc.com

RATE SCHEDULE FOR ENGINEERING SERVICES
Effective January 1, 2025

The per diem and miscellaneous expense charges as well as Engineering, Commissioning, Design, and Drafting Services are based on the following rates:

CATEGORY	HOURLY RATE
Principal Engineer (PE2)	$250.00
Project Engineer (PE1)	$180.00
Commissioning Authority (CxA)	$200.00
Commissioning Technician (CxT)	$165.00
Project Manager (PM)	$200.00
Graduate Engineer (GE)	$165.00
Senior Design Technician (DT)	$165.00
Engineering Designer (ED)	$150.00
BIM/Revit/CADD Technician (RT1)	$125.00
Construction Administrator (CA1)	$190.00
Administrative Assistance (AA1)	$105.00

EXPENSES:

Mileage	$0.67/mile
Travel and Subsistence	Cost plus 10%
Reproduction	Cost plus 10%
Subcontractors, Consultants, etc.	Cost plus 10%
Overnight Shipping	Cost plus 10%
All other expenses	Cost plus 10%

TERMS AND CONDITIONS

Invoicing for services rendered shall be submitted on a monthly basis. Terms of payment for invoices shall be net invoice amount due and payable within 10 days of invoice date. Payments shall be made to NRG Engineering, 5656 S. Staples, Suite 312, Corpus Christi, Nueces County Texas 78411.

S Y N E R G Y STRUCTURAL ENGINEERING, INC.
1119 Flores Ave. Ste. 300 Laredo, TX. 78040
(956) 753-5860 synergy@synergy-se.com
TBPE Registration No.: F-7661

PROPOSAL – AGREEMENT

June 16, 2025

1. CLIENT:
Sepulveda Associates Architects
Mr. Roberto J. Sepulveda, AIA
1820 Houston St.
Laredo, TX. 78040
956-725-1985
e-mail: robert@saarchitects.net

2. PROJECT NAME & NUMBER:
City of Laredo El Metro Transit Center Renovations – Laredo, TX.
Project Number: SSE-25-078

3. SCOPE OF SERVICES:
3.1. Provide structural repair details for the existing masonry veneer that is damaged.

4. PROJECT UNDERSTANDING:
4.1. We shall provide details for the repair of the masonry veneer.

5. ENGINEERING FEE:
A lump sum fee is as follows:

- 12 hours @ $225.00 = $2,700.00
- 4 site visits @ 375.00= $1,500.00

$4,200.00 (Four Thousand Two Hundred Dollars 00/100)

The fee is subject to change if the project scope of work is modified from the original scope description. Any fee increase for additional services for the project will be discussed and mutually agreed upon before commencing any work beyond the basic work scope. Additional services will be charged at our prevailing hourly rate of $225.00 (Two Hundred and Twenty-Five Dollars 00/100). Additional site visits will be charged at $375.00 (Three Hundred & Seventy-Five Dollars 00/100).

6. SCHEDULE OF PAYMENTS:

PHASE		PROJECT PHASE COMPLETION	AMOUNT
1	100%	Details	$2,700.00
2	100%	Site Visits	$1,500.00
		SUB-TOTAL	**$4,200.00**

7. AGREEMENT:

If the terms and conditions contained herein are acceptable to you, please sign and return a copy of this proposal. Do not hesitate to contact us if you have any questions or comments regarding this proposal - agreement.

Sincerely,

Victor De Anda

Victor M. De Anda Jr., P.E.
President

Victor M. De Anda Jr. Approval:	Client Approval:
Signature (date)	Signature (date)
Print Name	Print Name

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 11.**

SUBJECT

Consideration to authorize the purchase of the stormwater sampling system at the five monitoring sites throughout the city that collect stormwater samples during rain events. Replacing a system that is over 25 years old from Teledyne Isco, Inc., Lincoln, NE, with sole source vendor in the total amount of $90,914.00. In addition, CC Lynch & Associates, Inc. will be doing the installation at the five monitoring sites for a total amount of $10,000.00. The grand total amount for this system replacement is $100,914.00. This system provides the Discharge Monitoring Report (DMR) for the National Pollutant Discharge Elimination System (TPDES) Permit which is a requirement for the Texas Commission on Environmental Quality (TCEQ). Funding is available in the Environmental Services Fund.

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating: High; Ensuring that departments are aligned towards a common goal; contributing to organizational success.

Supporting goal(s) policy(ies): Establish a healthy region and sustainable environment.

Summary of alignment: Establishing a healthy region and sustainable environment by replacing the over 25-year-old stormwater sampling system.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The stormwater sampling system will be replacing the over 25-year-old system in place right now. The system will be installed in the monitoring stations that are located throughout the city which collect stormwater samples during any rain event. The system gradually stopped working 5 years ago and the collection is done manually by the Environmental Stormwater Crew.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N:	Yes
Source of Funds:	Environmental Services Fund

Account #: 249-3840-545-90-01

Change Order: Exceeds 25% Y/N N/A

FINANCIAL IMPACT:

Funding is available in the Environmental Services Fund Account 249-3840-545-90-01.

QUOTATION

TELEDYNE ISCO
Everywhereyoulook™

Bill To Name	City of Laredo
Billing Address	PO Box 210 Laredo, TX 78042-0210
Shipping Company Name	City of Laredo
Ship To	619 Reynolds Street Laredo, TX 78040
ISCO ID#	0022556

Quote #	00020085 V1
Date	7/14/2025
Prepared By	Brandon Dalton
Email	brandon@cclynch.com
Phone	1-800-333-2252
Contact Name	Woody Vazquez
Est. Shipment	3-4 Weeks ARO
Shipping Terms	F.O.B.: Origin PP&A

Quantity	Manufacturer	Part Number	Description	Sales Price	Total Price
5.00	Isco	686710072	6712FR Refrigerated Sampler (120 VAC, 60 Hz). Includes controller, refrigeration unit, distributor arm, and two pump tubes. Does not include bottle configuration kit.	$11,016.20	$55,081.00
5.00	Isco	605304606	SPA 606. Modify 6712FR for 4 bottle configuration, bottles ordered separately. Modification to 6712FR includes installation of unique drip tray, a different shelf, a bottle locating deck, distributor arm, shaft, 2 pump tubes and a discharge tube. Order plastic or glass bottles separately, (4x) 2 gallon polyethylene bottles 299-0013-07 or (4x) 2.5 gallon glass bottles 68-2700-005. If ordered as a kit for in-field installation order shelf part number 61-2723-028 separately, contact SPA department for details.	$968.00	$4,840.00
20.00	Isco	682700005	1 glass 9400ml bottle with lid	$151.00	$3,020.00
5.00	Isco	603709002	Tubing coupler, 3/8 inch. One-piece, clampless coupler made of stainless steel. Can be used with any ISCO sampler.	$48.00	$240.00
5.00	Isco	692903138	3/8 inch stainless steel strainer, low flow.	$103.00	$515.00
5.00	Isco	609004518	6712 LTE North America cell phone modem module with magnetic mount antenna. Require customer supplied cell phone service SIM from Verizon. Works with Hardware revision c.0.	$2,856.00	$14,280.00
5.00	Isco	CELLSERVICE	First year ICell subscription for Cellular service with 10MB/month data and 25 SMS/month. Customer contact details required: Name, Email and Phone number. The customer acknowledges that Teledyne ISCO is the sole point of contact for ICell subscription customer service. Per cell phone/Per year	$120.00	$600.00
5.00	Isco	605304565-50	SPA 565. 3700/6700/GLS/Avalanche 1640 Liquid Level Actuator, cut to length - 50 Ft.	$807.00	$4,035.00
250.00	Isco	605304569	SPA 569. 3/8 inch PTFE suction line with protective jacket, cut to length, per ft. Maximum available length is 500 ft.	$6.00	$1,500.00
1.00	Isco	682540200	Flowlink 5.1 Software, two user licenses. For retrieving measurement, parameter, and sample data from ISCO 2100 Series Modules, Signature flowmeters, Meters, Pulsed Doppler flowmeters, 6700 Series/Avalanche Samplers, 676 and 677 Logging Rain Gauge Systems, and 581 Rapid Transfer Device. Stores data in a database and generates a variety of user-customizable graphs and tables. Data can also be exported in ASCII format for analysis by programs such as Microsoft Excel, HTML format for viewing in a web browser, and PDF format for viewing in Adobe Reader. Operates on Windows 10, Server 2012, server 2016, Server 2019, and server 2020. Supplied on CD-ROM. Software supports multiple languages, one of which is selected during installation	$3,198.00	$3,198.00

Subtotal $87,309.00

Please address order:
Teledyne ISCO 4700 Superior Lincoln, NE 68504
Email to: Isco.orders@teledyne.com or admin@cclynch.com

Remit to:
Teledyne Instruments 12497 Collection Center Drive Chicago, IL 60693
Country of Origin: United States
ISCO Minimum Order is $500; For orders less than $500, see https://store.teledyneisco.com/

IMPORTANT: Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's General Terms and Conditions of Sale, which can be found at teledyneisco.com.

Teledyne ISCO Representative:
C.C. Lynch and Associates
800-333-2252 info@cclynch.com

Shipping Charges	$3,605.00
Grand Total	$90,914.00

7/16/25
Approved by legal

City of Laredo Sole Source Affidavit

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) Andrew Budell
   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: Teledyne ISCO, a business unit of Teledyne Instruments, Inc.
   Address: 4700 Superior Street
   City, State, Zip Code: Lincoln, NE 68504
   Telephone Number: (402) 464-0231
   Fax Number: (402) 465-3064
   E-mail Address: Env_Contracts@teledyne.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:
   Teledyne ISCO 6712FR Sampler

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)
   x It is a captive replacement part or component for equipment In-kind replacement of identical model
   _____ 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

CBU Contracts Lead, Sr. Contracts Manager
Title of Authorized Official

July 14, 2025
Date

7/16/25
Approved by legal

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 14th day of July, 2025. State of Nebraska, County of Lancaster.

Signature of Applicant

Susan M Thatcher

Signature of Notary Public

GENERAL NOTARY - State of Nebraska
SUSAN M. THATCHER
My Comm. Exp. February 14, 2028

Purchasing Department Use ONLY

Approved DW ✓

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 7/16/25

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 12.**

SUBJECT
Consideration to renew a supply contract with Bound Tree Medical, LLC., Dallas, TX. utilizing BuyBoard Cooperative Contract #704-23 in an annual amount not to exceed $360,000.00 and with McKesson Medical Surgical, Atlanta, Georgia utilizing Sourcewell contract 022422-MML in an annual amount not to exceed $15,000.00. These purchases are used by the Fire Department-EMS as an as needed basis. Items includes but not limited to medication, medical equipment and medical supplies. The term of this contract was for a period of one (1) year with the option to renew three (3) additional one (1) one year periods. This is the second of three extension periods. Funding is available in the Fire Department General Fund Budget.

PREVIOUS COUNCIL ACTION
Contract was approved by City Council on July 31, 2023.

BACKGROUND
The City of Laredo Fire Department purchases approximately $375,000.00 of medications, medical equipment and supplies for the EMS division on an as needed basis. Bound Tree Medical, LLC., Dallas, Texas has a BuyBoard Cooperative Contract #704-23 that establishes a discounted rate of 28% and also McKesson Medical Surgical, Atlanta, Georgia has a Sourcewell contract 022422-MML that establishes a discounted rate for all medications, medical equipment and supplies. The term of this contract was for a period of one (1) with option to renew three (3) additional one (1) year periods upon mutual agreement. This is the first of three extension periods. Funding is available in the Fire Department - EMS Budget.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	General Fund - Fire Department
Account #:	101-2415-522-3810
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the General Fund - Fire Department account#:

101-2415-522-3810.

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 13.**

SUBJECT
Consideration to renew annual service contract FY22-001 with the following vendors:

1.) Lozano's Body Shop Repairs Laredo, Texas;

2.) South TX Auto Rebuilders Laredo, Texas;

Section I: Car Repair Services
Section II: Light Duty Truck Repair Services
Section III: Medium Duty Truck Repair Services
Section IV: Heavy Duty Truck Repair Services;

in annual amount of up to $350,000.00 for auto & truck body shop repairs for the Fleet Department. All repair services will be purchased on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 9/3/24.

BACKGROUND
This contract establishes an hourly service rate and a percentage markup on automotive parts utilized during vehicle repairs. Lozano's Body Shop Repairs and South TX Auto Rebuilders will be contacted on repair services over $5,000.00 in order to secure the best bid contract pricing for the City. Estimated time for completion of any vehicle repairs by both vendors is six working days. Awarded vendors currently provide monthly invoice reconciliation reports to Risk Management. There was no price increase during the last extension period. This is the last extension period for this contract. This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Pricing under contract:

Lozano Body Shop	Section I	Section II
Hourly Flat Labor Rate	$25.00 per Hour	$25.00 per Hour
Parts Percentage (%) Price Mark-up	15%	15%
Cost of pick/up delivery	No Charge	No Charge
Storage fees per day	No Charge	No Charge
Warranty offered on repairs	1 Year	1 Year

Warranty offered on paint	1 Year	1 Year

South Texas Auto Rebuilders	Section III	Section IV
Hourly Flat Labor Rate	$40.00 per Hour	$50.00 per Hour
Parts Percentage (%) Price Mark-up	25%	25%
Cost of pick/up delivery	$125.00	N/A
Storage fees per day	No Charge	No Charge
Warranty offered on repairs/Miles	1 Year/12,000	1 Year/12,000
Warranty offered on paint	Limited Lifetime	Limited Lifetime

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2071.
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.

				Mendozas Paint and Body Shop		Pete Lozano Garage & Bodyshop		South Texas Auto Rebuilders, Inc.		Lozano's Body Shop	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section III: Price Schedule (50 Points) An evaluation of the pricing to the City of Laredo Total Weighted Evaluation Score 50 Points (All Sections will be combined for one grand total)	1	PKG								
1.1	Car Repair Services Hourly Flat Labor Rate	1	Hourly Rate	Not Stated		$ 35.00		$ 40.00		$ 25.00	
1.2	Car Repair Services Part Percentage % Mark-up Rate	1	Percentage	Not Stated		25.0%		25.0%		15.0%	
1.3	Car Repair Services Cost of Pickup or Delivery (if available)	1	Service Rate	$0.00		N/A		$ 125.00		$0.00	
1.4	Car Repair Services Storage Fees per day (if any)	1	Fee	$ 35.00		N/A		$0.00		$0.00	
1.5	Car Repair Services Warranty Offered on Repairs	1	Warranty (Years)	4 Years		1 year		1 year		1 year	
1.6	Car Repair Services Warranty Offered on Car Paint Job	1	Warranty (Years)	3 Years		lifetime		limited lifetime		1 year	
1.7	Light Duty Truck Repair Services (under 10,000 GVW) Hourly Flat Labor Rate	1	Hourly Rate	Not Stated		$ 45.00		$ 40.00		$ 25.00	
1.8	Light Duty Truck Repair Services (under 10,000 GVW) Part Percentage % Mark-up Rate	1	Percentage	Not Stated		25.0%		25.0%		15.0%	
1.9	Light Duty Truck Repair Services (under 10,000 GVW) Cost of Pickup or Delivery (if available)	1	Service Rate	$0.00		N/A		$ 125.00		$0.00	
1.10	Light Duty Truck Repair Services (under 10,000 GVW) Storage Fees per day (if any)	1	Fee	$ 35.00		N/A		$0.00		$0.00	
1.11	Light Duty Truck Repair Services (under 10,000 GVW) Warranty Offered on Repairs	1	Warranty (Years)	4 Years		1 year		**1 year**		1 year	
1.12	Light Duty Truck Repair Services (under 10,000 GVW) Warranty Offered on Truck Paint Job	1	Warranty (Years)	3 Years		lifetime		limited lifetime		1 year	
1.13	Medium Duty Truck Repair Services (10,000 to 26,000 GVW) Hourly Flat Labor Rate	1	Hourly Rate	Not Stated		$ 65.00		$ 40.00		Not Stated	
1.14	Medium Duty Truck Repair Services (10,000 to 26,000 GVW) Part Percentage % Mark-up Rate	1	Percentage	Not Stated		25.0%		25.0%		15.0%	
1.15	Medium Duty Truck Repair Services (10,000 to 26,000 GVW) Cost of Pickup or Delivery (if available)	1	Service Rate	$0.00		N/A		$ 125.00		$0.00	
1.16	Medium Duty Truck Repair Services (10,000 to 26,000 GVW) Storage Fees per day (if any)	1	Fee	$ 35.00		N/A		$0.00		$0.00	
1.17	Medium Duty Truck Repair Services (10,000 to 26,000 GVW) Warranty Offered on Repairs	1	Warranty (Years)	4 Years		1 year		1 year		1 year	

1.18	Medium Duty Truck Repair Services (10,000 to 26,000 GVW) Warranty Offered on Truck Paint Job	1	Warranty (Years)	3 Years	lifetime	limited lifetime	1 year
1.19	Heavy Duty Truck Repair Services (over 26,000 GVW) Hourly Flat Labor Rate	1	Hourly Rate	Not Stated	$ 75.00	$ 50.00	Not Stated
1.20	Heavy Duty Truck Repair Services (over 26,000 GVW) Part Percentage % Mark-up Rate	1	Percentage	Not Stated	25.0%	25.0%	15.0%
1.21	Heavy Duty Truck Repair Services (over 26,000 GVW) Cost of Pickup or Delivery (if available)	1	Service Rate	$0.00	N/A	$0.00	$0.00
1.22	Heavy Duty Truck Repair Services (over 26,000 GVW) Storage Fees per day (if any)	1	Fee	$ 35.00	N/A	$0.00	$0.00
1.23	Heavy Duty Truck Repair Services (over 26,000 GVW) Warranty Offered on Repairs	1	Warranty (Years)	4 Years	1 year	1 year	1 year
1.24	Heavy Duty Truck Repair Services (over 26,000 GVW) Warranty Offered on Truck Paint Job	1	Warranty (Years)	3 Years	lifetime	limited lifetime	1 year
2	Section IV: Completion of Repairs (10 Points) The vendor agrees to perform any quoted and awarded repair work, in a timely manner. Time quoted for completion of repair work may be a factor influencing and/or determining award of each repair job.	1	PKG				
2.1	Repairs will be completed within minimum _____ working days after receipt of order.	1	Working Days	4 Days	3 Days	1-7 Days	3 Days
2.2	Days of the Week Open.	1	Working Days	5 Days	5 Days Sat Appointment	6 Days	6 Days

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 21, 2025

Mr. Francisco Lozano
Lozano Body Shop
319 E. Frost
Laredo, Texas 78040

Re: Auto & Truck Body Shop Repairs Services
Contract FY22-001
Extension III

Dear Mr. Lozano,

This is to inform you that contract FY22-001 for auto and truck body shop repair services which was approved by City Council on October 18, 2021 is up for renewal. This is the last extension period for this contract.

Pricing under contract:

	Section I	Section II
Hourly Flat Labor Rate	$ 25.00 per Hour	$ 25.00 per Hour
Parts Percentage (%) Price Mark-up	15%	15%
Cost of pick/up delivery	No Charge	No Charge
Storage fees per day	No Charge	No Charge
Warranty offered on repairs	1 Year	1 Year
Warranty offered on paint	1 Year	1 Year

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

Lozano Body Shop

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: Francisco Lozano

Date: 7/22/25

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

CITY OF LAREDO
SIGNATURE ROUTING FORM

Date: 9-24-24

Re: Auto & Truck Body Shop Repairs - Fleet (PROJECT NAME)
F422-001 - Lozano Body Shop

○ Ordinance # _____
○ Resolution # _____
○ Motion # _____
✓ N/A, if not applicable

Please sign for Purchasing (DEPARTMENT). A total of 4 documents needs your signature.

○ This contract does not require Council action.
✓ The bid was accepted by City Council on 9-3-2024

Pending signature:

○ Risk Department (if applicable) _____ (DATE)

○ Finance Department (if applicable) _____ (DATE)

✓ Legal Department _____ (DATE) 9/24/24

✓ City Manager's Office City Roxana 9/25/24 (DATE)

○ City Secretary's signature _____ (DATE)

* Distribution: Martha Navarro

Contact Info:

Please return signed document(s) to **Purchasing Dept.** For any questions, please contact Patricia Perez at 956-794-1737 or email at ~~fmiranda~~@ci.laredo.tx.us .

Pperez

Thank you.

PLEASE EXPEDITE

RECEIVED
SEP 24 2024
CITY ATTORNEY'S OFFICE

RECEIVED
SEP 25 2024
City Manager's Office

****NOTE****

Original contracts, ordinances, motions, and resolutions should be submitted on blue backs.

One original will be kept by City Secretary. Department will receive remaining copies.

Revised on 05/24/2023

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF LAREDO, TEXAS AND Lozano Body Shop

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 **Lozano Body Shop ("Provider"),** acting through its duly authorized agent, Francisco Lozano, which maintains a primary business address of 319 E. Frost, Laredo, Texas 78040. The City and **Lozano Body Shop** 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, **Lozano Body Shop** has authority to enter into this Agreement and Francisco Lozano has authority to execute this Agreement on behalf of **Lozano Body Shop**; 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, **Lozano Body Shop** 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 one (1) 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 one (1), one (1) year extension period, 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, **Lozano Body Shop** 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, Lozano Body Shop, 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, Lozano Body Shop, 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 annual amount of **250,000.00**.

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 **$500,000.00** 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

Lozano Body Shop
Owner Name: Francisco Lozano
Address: 319 E. Frost
City, State, Zip Code: Laredo, Texas 78040

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 **Request of Proposals** 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 two (2) 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 **Request of Proposals – For auto & truck body shop repairs- 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 **Request of Proposals – For auto & truck body shop repairs- 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" Request of Proposals – For auto & truck body shop repairs- Fleet Dept** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **$500.00.00**, 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.

Lozano Body Shop
"Provider"

Signature

By: Francisco Lozano
319 E. Frost
Laredo, Texas 78040
Telephone: (956) 724-6373
Email: lozanobodyshop@yahoo.com

City of Laredo
"Owner"

For: _____ **Date:** 9/26/24
Joseph Neeb
City Manager
City of Laredo
Jose A. Valdez JR.
Asst. City Manager

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

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION

AUTO & TRUCK BODY SHOP REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding a two-year contract for auto & truck body shop repair services for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on September 29, 2021, and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on September 30, 2021.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Auto & Truck Body Shop Repairs – Fleet Department
FY22-001

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

MANUAL PORPOSAL DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if proposal is due at 4:00, proposals will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
   - Name of Proposal
   - Name of Company submitting Proposal
   - Address of Company submitting Proposal
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a two-year contract for auto and truck body shop repairs 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.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on September 29, 2021, and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on September 30, 2021.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Auto & Truck Body Shop Repairs – Fleet Department
FY22-001

Proposals can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 8th DAY OF SEPTEMBER 2021.

Jose A. Valdez Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposal will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to:
CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador,
5512 Thomas Avenue,
Laredo, Texas 78041
mpescador@ci.laredo.tx.us
Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgement, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador
5512 Thomas Avenue
Laredo, Texas 78041
mpescador@ci.laredo.tx.us
Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded based on (Best Value)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

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

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)
The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Proposal Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)
Conflict of Interest Disclosure:
A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)
Certificate of Interested Parties (Form 1295)
Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Request for Proposal
Auto & Truck Body Shop Repairs
Fleet Department

15.0 Scope of Work

The City of Laredo is requesting proposal pricing from qualified vendors for awarding a two-year contract auto and truck body shop repairs for the Fleet Department. Copies of the proposal 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

16.0 Proposal Contacts

16.1 All questions for this proposal shall be submitted through Cit-E-Bid or by email no later than, September 17, 2021 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us

16.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

17.0 General Requirements

Bidders are required to submit their proposals upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

17.1 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

17.2 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

17.3 All repairs shall be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

17.4 Repairs will be ordered during regular working hours Monday through Friday.

17.5 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.

17.6 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.

18.0 Shop Repair Specifications

The contractor shall have all the necessary permits and certifications needed to perform the requested repair services. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid the contractor.

18.1 Auto bodywork shall include but is not limited to:

18.1.1 Collision repair.

18.1.2 Unibody & frame straightening.

18.1.3 Painting.

18.1.4 Minor dents, door dings, hail damage.

18.1.5 Other related body work.

18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase services on the open market and charge the contract vendor the price difference.

18.3 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

18.4 A purchase order will be issued for each City agency authorized to place orders against this two-year contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.

18.5 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) and labor rates. All items must show unit prices 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.

18.6 All work shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.

18.7 The vendor must make arrangements to pick up the vehicles within five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.

18.8 Parts and Materials
The City of Laredo's Fleet Department representative shall be consulted when it is determined that major components are in need of replacement. A major component shall be considered any single item or part whose estimated cost is in excess of $ 1,000.00.

18.9 The cost of parts shall be listed separately from labor. The part markup will be allowed for parts that the contractor has to purchase and re-bill.

18.10 All parts shall be OEM part or must be equal to or better than the original manufacture part.

19.0 Experience/Qualifications
The Fleet department will evaluate the experience of the contractor in providing the proposed services. Each bidder must provide information with their proposal that will certify that they are experienced with or meets the requirement of this specification.

19.1 The contractor must be in the business of providing automobile bodywork service required by the technical specifications for the past three years.

19.2 Contractor must have an established place of business within a 10-mile radius of the Fleet Department in the City of Laredo.

20.0 Equipment and Supplies
The contractor shall provide all equipment /supplies. All equipment/supplies shall meet the standards of the Federal Occupational Safety and Health Act and the State of Texas Safety Codes. All tools and equipment shall be provided by the contractor and shall meet all applicable local, State and Federal Standards.

21.0 Inspection of Premises
The City reserves the right to inspect the vendor's site during the evaluation phase of the proposal process and /or prior to making an award to determine compliance with specifications and ability of Contractor to perform according to the requirements of the contract. At any time while the contract is in effect, and during normal business hours and as often as they or County may deem necessary, the Contractor shall permit the authorized representatives of the City of Laredo.

22.0 Satisfactory Work
Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the City of Laredo. The City of Laredo also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The City of Laredo reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

23.0 Permits & Licenses
The Contractor selected under this proposal shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Texas and Federal laws, and shall assume liability for all applicable taxes.

24.0 Warranty
The contractor shall clearly state the type of warranty offered on vehicle bodywork repairs and painting services.

25.0 Delivery or Pickup
Contractor shall schedule deliveries or pickups Monday through Friday during the delivery hours of 7:30 AM to 5:30 PM; delivery shall be completed by 5:30 PM. Any delivery either before or after normal delivery hours must be approved by city personnel.

25.1 Contractor shall furnish a delivery or pickup receipt that must be signed by authorized City personnel.

26.0 Invoicing and Payment
Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

26.1 The invoice must contain the following information:

26.1.1 (1) Date of Work

26.1.2 (1) Labor in hours of regular repair work.

26.1.3 (1) Parts & Materials (attached copies of all parts invoices).

27.0 Term of Contract
The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the proposal 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.

27.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

28.0 Award of Contract

Submission and award of this proposal shall be based on the "Request for Proposal", which is attached and is part of these specifications. This contract will be **awarded** based on Best Value and on the evaluation criteria listed in the request for proposal document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

28.1 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.

29.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee (Police, Fire, & Fleet Departments) 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.

29.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (31.0)	20
II	The bidder's past relationship with the City of Laredo – References - Prior Contracts (32.0)	20
III	Pricing (33.0)	50
IV	Repair Completion (34.0)	10
	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 (31.0)	20	70%	14.00
II	Experience, the bidder's past relationship with the City of Laredo – References- Prior Contracts (32.0)	20	80%	16.00
III	Pricing (33.0)	50	90%	45.00
IV	Repair Completion (34.0)	10	100%	10.00
			Total Score	**85.00**

29.2 Ordinance 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for proposals for contracts will be evaluated with a 5% preference for local vendors.

30.0 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.**

31.0 Section I: Contractor's Profile & Qualifications (20 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

31.1 How will you meet required turnaround time for service repair? (Qualification & Service)

We provide adequate estimates to Consumers; our organization provides itself with fixing and restoring vehicles all at a low cost without affecting quality, either in service or project specific.

31.2 Describe how secure your facility is as some of the City's vehicles contain sensitive equipment i.e. law enforcement vehicles.

Our facility is located in a unique and safe location where police presence is constantly present. We have been conducting a professional job for more than two decades; we have worked with government vehicles by maintaining safety protocols and storage

31.3 How many spray booths do you have? 1
List types below:

ETL

31.4 Bidder shall state any special equipment in their operation such as a repair shop, specialized diagnostic tools, etc. (Example: car pulling frame machines, etc...)

EZ/Liner, Car pulling Frame, Computer diagnostic repair.

31.5 Security
Inside and outside storage area secured.
Yes ✓ No _____

Please state security features used. (For example cameras, fencing, etc.) If no, state exception(s):
We have four cameras located on every corner axis of the home to secure the perimeter and a gated fence that protects a 360 view. Vehicles are stored inside a double gated garage area with 24/7 protection with security supervision.

32.0 Section II: Experience, references, the bidder's past relationship with the City of Laredo (Prior Contracts) – (20 Points)

32.1 Prior Fleet Body Repair
How many consecutive years has your company been in the vehicular body repair business?
38 / years

32.2 Has your company provided prior body repair work for any organizations, municipalities and/or governmental agencies with a Fleet of 50 or more vehicles?

Yes ✓ No _____

32.3 Has your company performed fleet body repair business for any municipalities and/or other governmental agencies?

Yes ✓ No _____

If Yes, state which municipalities and/or governmental agencies:
DEA
Webb County-Constables office IDistrict Attorney
LISD-Police Department
Geico Insurance Appraiser

32.4 Prior Contracts: List name, company, phone#, years of contract, and contact email.
Webb County-Constable-Rodolfo "Rudy" Rodriguez (15yrs)(956)523-4316 rurodriguez@webbcountytx.gov
LISD police-Sgt. Ernesto Camarillo (956)273-1446 ecamarillo@laredisd.org
Geico Insurance Appraiser (30 yrs) Richard Hagy (956)206-0912 rhagy@geico.com
District Attorney-Isidro R. Alaniz (15 yrs)(956)5234900 CVgarcia@webbcountytx.gov
DEA- 1109 Shiloh Rd #500 (15 yrs) (956)523-6000

33.0 **Section III: Price Schedule (50 Points)**
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 50 Points (All Sections will be combined for one grand total)

33.1 Section I: Car Repair Services

	Cars
Hourly Flat Labor Rate	$ 25.00
Parts Percentage (%) Price Mark-Up	15 %
Cost of pick/up delivery (if available)	$ 0
Storage fees per day (if any)	$ 0
Warranty offered on repairs	1 yr
Warranty offered on paint	1 yr

33.2 Section II: Light Duty Truck Repair Services

	Light Duty Trucks (under 10,000GVW)
Hourly Flat Labor Rate	$ 25.00
Parts Percentage (%) Price Mark-Up	15 %
Cost of pick/up delivery (if available)	$ 0
Storage fees per day (if any)	$ 0
Warranty offered on repairs	1 yr
Warranty offered on paint	1 yr

33.3 Section III: Medium & Heavy Duty Truck Repair Services

	Medium Duty Trucks (10,000 to 26,000GVW)	Heavy Duty Trucks (over 26,000GVW)
Hourly Flat Labor Rate	$	$
Parts Percentage (%) Price Mark-Up	15 %	15 %
Cost of pick/up delivery (if available)	$ 0	$ 0

Storage fees per day (if any)	$ 0	$ 0
Warranty offered on repairs	1 yr	1yr
Warranty offered on paint	1 yr	1yr

34.0 **Completion of Repairs (10 Points)**
The vendor agrees to perform any quoted and awarded repair work, in a timely manner. Time quoted for completion of repair work may be a factor influencing and/or determining award of each repair job.

Repairs will be completed within minimum 3 working days after receipt of order.

34.1 Bidder's business hours:

From: 8 a.m. to 5 p.m.

Days of week: Monday-Saturday

35.0 **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 the best value criteria listed in this proposal. Documentation may be emailed to mpescador@ci.laredo.tx.us

36.0 **Required Format and Contents of Proposal Submission**

For a proposal to be considered it must contain the following information:
Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties (Form 1295)

37.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your proposal package

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

Name of Offeror (Business) Lozano Body Shop

Signature _____ Date 9/15/21
of person authorized to sign proposal

Print Name Francisco Lozano
of person authorized to sign proposal

Title: Owner

Business Address: 319 E. Frost

City, State, Zip Code: Laredo Tx. 78040

Telephone Number: 956-724-6373 Fax Number: 956-724-6373

Contact Person Email Address: Lozanobodyshop@yahoo.com

Federal Tax ID Number: Id # 74-2826010

Bidders Principal/Corporate Place of Business Address: 319 E. Frost

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: _____

State how long under its present business name: 38 yrs

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

_____

_____

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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No.)

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		

This company is not a certified minority business: ☐

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

38.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

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

Francisco Lozano — Name
[signature] — Signature
9/15/21 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Francisco Lozano

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

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

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

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

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

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

[signature]
Signature of person doing business with the governmental entity

9/15/21
Date

39.0 **Tab D** **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

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

Subscribed and sworn before me this 15th day of September 20 21.

NOTARY PUBLIC STATE OF TEXAS
Cecily Alexandra Higle
My Commission Expires
05/06/2024
ID No 132467436

Notary Public

My commission expires:

5.6.2024

40.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

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

Francisco | | Lozano | Suffix
First | M.I. | Last

***2. Contract Information.**

a) Contract or Project name(s): FY 22-001 Auto & Truck Body Shop repairs

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
Francisco Lozano			

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

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

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

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

by these city officials?

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

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

***Acknowledgements**

☑ **Updates Required**

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

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

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

***Oath**

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

Francisco Lozano		Owner
Name (Print)	Signature	Title
Francisco Lozano Lozano Body Shop		9/15/21
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

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

41.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

41.1 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.

41.2 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.**
LOZANO Body Shop LAREDO TX. 319 E. Frost

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City OF LAREDO

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**
Auto & Truck Body Shop Repairs - Fleet Department FY 22-00

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**********

42.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on September 29, 2021; and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on September 30, 2021.**

Hand delivered Proposals are to be submitted in a sealed envelope clearly marked:

RFP: Auto & Truck Body Shop Repairs – Fleet Department
FY22-001

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Advanced Material Damage Analysis (DAM08)

John Van Alstyne,
President & CEO

Training Completed
03/10/2012

William Brower,
Chair, International Board of Directors

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Aluminum Panels and Structures
Damage Analysis (DAM05)

John Van Alstyne
President & CEO

Training Completed
09/07/2013

William Brower
Chair, International Board of Directors

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Corrosion Protection (CPS01)

John Van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Plastic and Composite Repair
(PLA03)

John Van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Electronically Controlled Steering and Suspension Systems (STE05)

John Van Alstyne,
President & CEO

Training Completed
09/06/2013

William Brower,
Chair International Board of Directors

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Hazardous Materials, Personal Safety, and Refinish Safety (WKR01)

John Van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors

Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Cosmetic Straightening Steel (STS01)

John van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors

EXHIBIT B

Vendor Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2024

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: Enedelia Garcia	
Shepard Insurance Group 5801 N 10th St Suite 600 McAllen TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS: Nellie.Garcia@relationinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Fire & Marine Ins Co	
	INSURER B : Texas Mutual Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Francisco Lozano dba Lozano Body Shop
319 E. Frost St
Laredo TX 78040

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master ALOB **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: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	72LPS050504	06/25/2024	06/25/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001239289	06/23/2024	06/23/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Garagekeeper - Non-Dealers			72LPS050504	06/25/2024	06/25/2025	Garage Liab GKLL	See Descp

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

Description of Operations: Body Shop and Painting
Location: 319 East Frost Laredo, Texas 78040

Garage Keepers Limit of Insurance $150,000
Comprehensive deductible $500
Collision deductible $500

CERTIFICATE HOLDER

City of Laredo
Attn: Julio
1110 Houston St
Laredo TX 78040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 0 326

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Shepard Insurance Group	Francisco Lozano dba Lozano Body Shop
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation - Blanket Waiver of Subrogation included as per Form #WC 42 03 04 B

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 6/23/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001239289 of Texas Mutual Insurance Company effective on 6/23/24

Issued to: FRANCISCO LOZANO

DBA: LOZANO BODY SHOP

This is not a bill

Jeanette Ward
Authorized representative

6/5/24

NCCI Carrier Code: 29939

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

Patricia Perez

From: Celia I. Guerrero
Sent: Monday, September 23, 2024 1:47 PM
To: Patricia Perez
Cc: Clarissa Rangel
Subject: FW: Insured: Francisco Lozano dba Lozano Body Shop Ref: Revised COI for City of Laredo as requested
Attachments: Certificate of Insurance Acord Form for City of Laredo.PDF

Good afternoon Pati,

The COI provided by Francisco Lozano dba Lozano Body Shop 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: Monday, September 23, 2024 1:26 PM
To: Celia I. Guerrero <cguerrero@ci.laredo.tx.us>
Cc: Clarissa Rangel <crangel@ci.laredo.tx.us>
Subject: FW: Insured: Francisco Lozano dba Lozano Body Shop Ref: Revised COI for City of Laredo as requested

Hello,

Can you please review the revised COI.

Thank You,

Patricia Perez
City of Laredo
Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
Phone#: (956)794-1737
Fax#: (956)790-1805

From: Nellie Garcia <Nellie.Garcia@relationinsurance.com>
Sent: Monday, September 23, 2024 1:25 PM
To: Patricia Perez <pperez@ci.laredo.tx.us>

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

24-1145

4/2/24

SUBJECT
Consideration to renew a one-year service contract FY22-001 to the following vendors:

1.) Lozano's Body Shop Repairs Laredo, Texas (Primary Vendor);
2.) South TX Auto Rebuilders Laredo, Texas (Secondary Vendor).

Section	Description	Dollar Amt/Year
I	Car Repair Services	
II	Light Duty Truck Repair Services	
III	Medium Duty Truck Repair Services	
IV	Heavy Duty Truck Repair Services	
	Total	$350,000.00

for auto & truck body shop repairs for the Fleet Department for $350,000.00 annually. This contract establishes Primary/Secondary service providers with hourly service rates and a percentage markup on parts utilized during city vehicle repairs. All repair 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 and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed for one (1) additional one (1) year extension period, upon the mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 10/2/2023.

BACKGROUND
This contract establishes an hourly service rate and a percentage markup on automotive parts utilized during vehicle repairs. Lozano's Body Shop Repairs and South TX Auto Rebuilders will be contacted on repair services over $5,000.00 in order to secure the best bid contract pricing for the City. Estimated time for completion of any vehicle repairs by both vendors is six working days. Awarded vendors shall provide monthly invoice reconciliation reports to Risk Management. There was no price increase during the last extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than 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

9/3/24

SUBJECT
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1.) Lozano's Body Shop Repairs Laredo, Texas (Primary Vendor);
2.) South TX Auto Rebuilders Laredo, Texas (Secondary Vendor).

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Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593 2810 533 2071
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

All parts 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
Purchasing Division
RENEWAL NOTICE

July 21, 2025

Mr. Joe L. Villareal
South Texas Auto Rebuilders
2720 Guadalupe Street
Laredo, Texas 78043

Re: Auto & Truck Body Shop Repairs Services
Contract FY22-001
Extension III

Dear Mr. Villareal,

This is to inform you that contract FY22-001 for auto and truck body shop repair services which was approved by City Council on October 18, 2021 is up for renewal. This is the last extension period for this contract.

Pricing under contract:

	Section III	Section IV
Hourly Flat Labor Rate	$ 40.00 per Hour	$ 50.00 per Hour
Parts Percentage (%) Price Mark-up	25%	25%
Cost of pick/up delivery	$ 125.00	N/A
Storage fees per day	No Charge	No Charge
Warranty offered on repairs	1 Year/12,000 Miles	1 Year/12,000 Miles
Warranty offered on paint	Limited Lifetime	Limited Lifetime

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

South Texas Auto Rebuilders

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: Joe Villarreal

Date: 7-22-25

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

CITY OF LAREDO
SIGNATURE ROUTING FORM

Date: 9/27/24

Re: Auto & Truck Body Shop Repairs - FY 22-001 **(PROJECT NAME)**
South Texas Auto Rebuilders

RECEIVED
OCT 1 2024
CITY ATTORNEY'S OFFICE

○ Ordinance # _____
○ Resolution # _____
○ Motion # _____
✓ N/A, if not applicable

Please sign for Purchasing **(DEPARTMENT)**. A total of 4 documents needs your signature.

○ This contract does not require Council action.
✓ The bid was accepted by City Council on 9.3.2024

Pending signature:

○ Risk Department (if applicable) _____ **(DATE)**

○ Finance Department (if applicable) _____ **(DATE)**

✓ Legal Department _____ **(DATE)** 10/1/24

✓ City Manager's Office Cony Mxana 10/1/24 **(DATE)**

✓ City Secretary's signature _____ **(DATE)**

* Distribution: Martha Navarro

Contact Info:

Please return signed document(s) to **Purchasing Dept.** For any questions, please contact Patricia Perez at **956-794-1737** or email at ~~fmiranda~~pperez@ci.laredo.tx.us .

Thank you.

PLEASE EXPEDITE

****NOTE****

Original contracts, ordinances, motions, and resolutions should be submitted on blue backs.

One original will be kept by City Secretary. Department will receive remaining copies.

Revised on 05/24/2023

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF LAREDO, TEXAS AND South Texas Auto Rebuilders, Inc.

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 **South Texas Auto Rebuilders, Inc. ("Provider"),** acting through its duly authorized agent, Joe L. Villarreal Jr., which maintains a primary business address of 2720 Guadalupe St., Laredo, Texas 78043. The City and **South Texas Auto Rebuilders, Inc.** 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, South Texas Auto Rebuilders, Inc. has authority to enter into this Agreement and Joe L. Villarreal Jr. has authority to execute this Agreement on behalf of **South Texas Auto Rebuilders, Inc.**; 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, **South Texas Auto Rebuilders, Inc.** 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 one (1) 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 one (1), one (1) year extension period, 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, **South Texas Auto Rebuilders, Inc.** 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, South Texas Auto Rebuilders, Inc., 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, South Texas Auto Rebuilders, Inc., 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 annual amount of **100,000.00**.

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 **$200,000.00** 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

South Texas Auto Rebuilders, Inc.
Owner Name: Joe L. Villarreal Jr.
Address: 2720 Guadalupe St.
City, State, Zip Code: Laredo, Texas 78043

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 **Request of Proposals** 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 two (2) 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 **Request of Proposals –FY22-001 For auto & truck body shop repairs- 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 **Request of Proposals – FY22-001 For auto & truck body shop repairs- 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"** **Request of Proposals – FY22-001 For auto & truck body shop repairs- Fleet Dept** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **$200,00.00**, 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.

South Texas Auto Rebuilders, Inc.
"Provider"

Signature

By: Joe L. Villarreal Jr.
2720 Guadalupe St.
Laredo, Texas 78043
Telephone: (956) 723-8711
Email: joe@sotxauto.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

FY22-001
South Texas Auto Rebuilders, Inc.
Supplier Response

Event Information

Number:	FY22-001
Title:	RFP FY22-001 Auto & Truck Body Shop Repair Services - Fleet Department
Type:	Request For Proposal
Issue Date:	9/8/2021
Deadline:	9/29/2021 05:00 PM (CT)
Notes:	MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the proposal is in a sealed envelope marked with

the following:

•Name of Proposal

•Name of Company submitting Proposal

•Address of Company submitting Proposal

1.Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

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

City Secretary's Office

Contact Information

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

South Texas Auto Rebuilders, Inc. Information

Contact: Joe Villarreal
Address: 2720 Guadalupe
Laredo, TX 78043
Phone: (956) 723-8711
Fax: (956) 723-1768
Email: sotxauto@yahoo.com
Web Address: www.sotxauto.com

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

Jose Villarreal — *Signature*
sotxauto@yahoo.com — *Email*
Submitted at 9/28/2021 6:32:08 PM

Response Attachments

City of Laredo Auto & truck Body Shop Repair Services.pdf

City of Laredo Bid Attachments for Auto & Body Shop Repair Services

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** South Texas Auto Rebuilders, Inc. Joe Villarreal (956)744-9445
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** N/A
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No
8	**State if the Company is a certified minority business enterprise** 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) Jose L Villarreal, Jr.
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department Auto & Truck Body Shop Repairs - Fleet Department FY22-001
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** South Texas Auto Rebuilders, Inc. - Joe Villarreal
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
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. N/A

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

28 **Question 9. Updates Required**

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

☑ I have read and understand this section (I have read and understand this section)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Joe Villarreal, Jr. President, South Texas Auto Rebuilders, Inc. 9/28/2021
32	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct (I swear or affirm information is correct)
33	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. We are a local vendor.
34	**Contractors Profile & Qualifications** **Section I: Contractor's Profile & Qualifications (20 Points)** It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment. **(Documentation Shall be uploaded onto Cit-E-Bid)** ☑ Yes (Yes)
35	**Experience, References, Prior Repairs History or Contracts** **Section II: Experience, references, the bidder's past relationship with the City of Laredo (Prior Contracts) – (20 Points)** **(Documentation Shall be uploaded onto Cit-E-Bid)** ☑ Yes (Yes)
36	**Terms and Conditions Request for Proposals** **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents. **GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the

necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following: (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional

services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

Bid Lines

1	Package Header

Section III: Price Schedule (50 Points)

An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 50 Points (All Sections will be combined for one grand total)

Quantity: 1 UOM: PKG Total: $553.00

Item Notes:

Package Items

1.1 Car Repair Services

Hourly Flat Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $40.00 Total: $40.00

1.2 Car Repair Services

Part Percentage % Mark-up Rate

Quantity: 1 UOM: Percentage Total: 25%

1.3 Car Repair Services

Cost of Pickup or Delivery (if available)

Quantity: 1 UOM: Service Rate Price: $125.00 Total: $125.00

1.4 Car Repair Services

Storage Fees per day (if any)

Quantity: 1 UOM: Fee Price: $0.00 Total: $0.00

1.5 Car Repair Services

Warranty Offered on Repairs

Quantity: 1 UOM: Warranty (Years) Price: $1.00 Total: $1.00

Supplier Notes: 12 months/12,000 miles

1.6 Car Repair Services

Warranty Offered on Car Paint Job

Quantity: 1 UOM: Warranty (Years) Price: $1.00 Total: $1.00

Supplier Notes: Limited Lifetime Warranty

1.7 Light Duty Truck Repair Services (under 10,000 GVW)

Hourly Flat Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $40.00 Total: $40.00

1.8 Light Duty Truck Repair Services (under 10,000 GVW)

Part Percentage % Mark-up Rate

Quantity: 1 UOM: Percentage Total: 25%

1.9 Light Duty Truck Repair Services (under 10,000 GVW)

Cost of Pickup or Delivery (if available)

Quantity: 1 UOM: Service Rate Price: $125.00 Total: $125.00

1.10 Light Duty Truck Repair Services (under 10,000 GVW)

Storage Fees per day (if any)

Quantity: 1 UOM: Fee Price: $0.00 Total: $0.00

1.11 Light Duty Truck Repair Services (under 10,000 GVW)

Warranty Offered on Repairs

Quantity: 1 UOM: Warranty (Years) Price: $1.00 Total: $1.00

Supplier Notes: 12 months/12,000 mile warranty

1.12 Light Duty Truck Repair Services (under 10,000 GVW)

Warranty Offered on Truck Paint Job

Quantity: 1 UOM: Warranty (Years) Price: $1.00 Total: $1.00

Supplier Notes: Limited Lifetime Warranty

1.13 Medium Duty Truck Repair Services (10,000 to 26,000 GVW)

Hourly Flat Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $40.00 Total: $40.00

1.14 Medium Duty Truck Repair Services (10,000 to 26,000 GVW)

Part Percentage % Mark-up Rate

Quantity: 1 UOM: Percentage Total: 25%

1.15 Medium Duty Truck Repair Services (10,000 to 26,000 GVW)

Cost of Pickup or Delivery (if available)

Quantity: 1 UOM: Service Rate Price: $125.00 Total: $125.00

1.16 Medium Duty Truck Repair Services (10,000 to 26,000 GVW)

Storage Fees per day (if any)

Quantity: 1 UOM: Fee Price: $0.00 Total: $0.00

1.17 Medium Duty Truck Repair Services (10,000 to 26,000 GVW)

Warranty Offered on Repairs

Quantity: 1 UOM: Warranty (Years) Price: $1.00 Total: $1.00

Supplier Notes: 12 months/ 12,000 mile warranty

1.18 Medium Duty Truck Repair Services (10,000 to 26,000 GVW)

Warranty Offered on Truck Paint Job

Quantity: 1 UOM: Warranty (Years) Price: $1.00 Total: $1.00

Supplier Notes: Limited Lifetime Warranty

1.19 Heavy Duty Truck Repair Services (over 26,000 GVW)

Hourly Flat Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $50.00 Total: $50.00

1.20 Heavy Duty Truck Repair Services (over 26,000 GVW)

Part Percentage % Mark-up Rate

Quantity: 1 UOM: Percentage Total: 25%

1.21 Heavy Duty Truck Repair Services (over 26,000 GVW)

Cost of Pickup or Delivery (if available)

Quantity: 1 UOM: Service Rate Price: $0.00 Total: $0.00

1.22 Heavy Duty Truck Repair Services (over 26,000 GVW)

Storage Fees per day (if any)

Quantity: 1 UOM: Fee Price: $0.00 Total: $0.00

1.23 Heavy Duty Truck Repair Services (over 26,000 GVW)

Warranty Offered on Repairs

Quantity: 1 UOM: Warranty (Years) Price: $1.00 Total: $1.00

Supplier Notes: 12 months/ 12,000 miles

1.24 Heavy Duty Truck Repair Services (over 26,000 GVW)

Warranty Offered on Truck Paint Job

Quantity: 1 UOM: Warranty (Years) Price: $1.00 Total: $1.00

Supplier Notes: Limited lifetime warranty

2 Package Header

Section IV: Completion of Repairs (10 Points)

The vendor agrees to perform any quoted and awarded repair work, in a timely manner. Time quoted for completion of repair work may be a factor influencing and/or determining award of each repair job.

Quantity: 1 UOM: PKG Total: $7.00

Item Notes:

Package Items

2.1 Repairs will be completed within minimum _____ working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $1.00 Total: $1.00

Supplier Notes: Repairs will be completed as soon as possible depending on the nature of the repair and availability of supplies and parts. Any changes in estimated completion time will be communicated to the appropriate department in a timely manner.

2.2 Days of the Week Open.

Quantity: 1 UOM: Working Days Price: $6.00 Total: $6.00

Supplier Notes: Monday through Friday (8am-6pm), Saturday (8am-2pm), Closed Sunday

Response Total: $560.00

EXHIBIT B

Vendor Insurance

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 9/17/2024

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
ZIMMERMAN INSURANCE AGENCY LLC
3515 N Arkansas Ste 107
Laredo, TX 78043

CONTACT NAME: Sandra Zimmerman
PHONE (A/C, No, Ext): (956) 796-1115 **FAX (A/C, No):** (956) 795-7094
E-MAIL ADDRESS: service@sgzinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Casualty Insurance Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
South Tx Auto Rebuilders Inc
2714 Guadalupe St
LAREDO TX 78043

COVERAGES PROD / CUSTOMER ID: CERTIFICATE #: REVISION #:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] NON-OWNED AUTOS USED IN GARAGE BUSINESS	X	X	1670001716-0	8/5/2024	8/5/2025	AUTO ONLY (Ea accident)	$ 1,000,000
							OTHER THAN AUTO ONLY: EA ACCIDENT	$
							AGGREGATE	$
A	GARAGE KEEPERS LIABILITY [X] LEGAL LIABILITY DIRECT BASIS PRIMARY EXCESS	X	X	1670001716-0	8/5/2024	8/5/2025	[X] COMP / OTC SPECIFIED PERILS LOC 1	$ 60,000
							LOC 2	$
							[X] COLLISION LOC 1	$ 60,000
							LOC 2	$
A	[X] COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	1670001716-0	8/5/2024	8/5/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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 REMARKS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Laredo is listed as additional insured with to Garage Liability. Waiver of Subrogation included in Garage Liability

CERTIFICATE HOLDER

City of Laredo
1102 Bob Bullock Loop
Laredo Texas 78043

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Sandra Zimmerman

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HOLD HARMLESS AGREEMENT

The Contractor, Jose L Villarreal (Owner Name) d.b.a South Texan Auto Repair (Vendor Name) currently located at _____ (Address/City/State/Zip Code), shall protect, hold free and harmless, defend and indemnify the **City of Laredo, County of Webb**, including its offices, agents and employees, free from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorneys' fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arise out of, or is in any way connected with, the performance of the work under this Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Contractor's agents, employees, subcontractors or suppliers. The Contract also shall hold the **City of Laredo, County of Webb** harmless from any and all claims or liens for labor, services, or materials furnished to the Contractor in connection with the performance of the Contractor's obligation under this Contract. This agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the **City of Laredo, County of Webb**, its offices, agents and employees.

PROPERTY LOST, DAMAGED or DESTROYED

Any property or work to be provided by the Contractor will remain at the Contractor's risk until written acceptance by the **City of Laredo, County of Webb** and the Contractor will replace, at Contractor's expense, all property or work lost, damaged or destroyed by any cause.

Marco A. Villarreal

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

Subscribed and sworn before me this 27 day of Sept. 2024.

Oscar Peña
Notary Public, Name

Signature

March 24, 2028
Commission Expiration

OSCAR PENA
Notary Public, State of Texas
Comm. Expires 03 24 2028
Notary ID 124870416

This certificate shall remain in full effect for a period from one (1) year from the date approved by the City of Laredo Risk Management Dept. If you have questions please contact City of Laredo Risk Management at 956-727-6480 or by visiting their offices at City of Laredo, City Hall Annex, located at 1102 Bob Bullock Loop, Laredo, TX 78043

Patricia Perez

From: Celia I. Guerrero
Sent: Friday, September 27, 2024 1:43 PM
To: Patricia Perez
Cc: Clarissa Rangel
Subject: FW: COI South Texas Auto Rebuilders
Attachments: STAR- CERT OF GARAGE INSURANCE.pdf; 20240927054917612.pdf

Good afternoon Pati,

COI and Hold Harmless Agreement provided by South Tx Auto Rebuilders Inc. 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, September 17, 2024 4:16 PM
To: Celia I. Guerrero <cguerrero@ci.laredo.tx.us>
Subject: COI South Texas Auto Rebuilders

Hi Celia,

Can you please review COI.

Contract FY22-001
Scope: Auto & Truck Body shop repairs
Amount: $100,000.00
Dept.: Fleet

Thank You,

Patricia Perez
City of Laredo
Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
Phone#: (956)794-1737
Fax#: (956)790-1805

From: Sandra Zimmerman <sandra@sgzinsurance.com>
Sent: Tuesday, September 17, 2024 3:53 PM
To: Patricia Perez <pperez@ci.laredo.tx.us>
Cc: joe@sotxauto.com
Subject: STAR Certificate of Garage Liability

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Ms Perez

Please see attached certificate of garage liability for South Texas Auto Rebuilders.

Let me know if you have any questions
Thank you
Sandra

--

Sandra Zimmerman

3515 N Arkansas, Ste. 107
Laredo Texas 78043

P: 956 796-1115
P: 956-795-1066
F: 956-795-1094

sandra@sgzinsurance.com

service@sgzinsurance.com

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

24-1045

4/2/24

SUBJECT
Consideration to renew a one-year service contract FY22-001 to the following vendors:

1.) Lozano's Body Shop Repairs Laredo, Texas (Primary Vendor);
2.) South TX Auto Rebuilders Laredo, Texas (Secondary Vendor).

Section	Description	Dollar Amt/Year
I	Car Repair Services	
II	Light Duty Truck Repair Services	
III	Medium Duty Truck Repair Services	
IV	Heavy Duty Truck Repair Services	
	Total	$350,000.00

for auto & truck body shop repairs for the Fleet Department for $350,000.00 annually. This contract establishes Primary/Secondary service providers with hourly service rates and a percentage markup on parts utilized during city vehicle repairs. All repair 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 and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed for one (1) additional one (1) year extension period, upon the mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 10/2/2023.

BACKGROUND
This contract establishes an hourly service rate and a percentage markup on automotive parts utilized during vehicle repairs. Lozano's Body Shop Repairs and South TX Auto Rebuilders will be contacted on repair services over $5,000.00 in order to secure the best bid contract pricing for the City. Estimated time for completion of any vehicle repairs by both vendors is six working days. Awarded vendors shall provide monthly invoice reconciliation reports to Risk Management. There was no price increase during the last extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than 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

Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593 2810 533 2071
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

All parts 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

City Council

Meeting Date: 8/18/2025 **Consent Agenda 14.**

SUBJECT
Consideration to renew service contract FY23-080 with M & V Heavy Equipment Services, Laredo, Texas in an amount up to $500,000.00 for the daily maintenance and repair service of all the City's landfill operational equipment for the Fleet Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed one additional one-year extension period, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 9/16/24.

BACKGROUND
This contract establishes an hourly labor rate for repair and maintenance service for the City's landfill operational equipment. The term of this contract shall be for a period of one (1) year beginning as 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 current pricing table is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended this contract be renewed.

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:
This 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.

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF LAREDO, TEXAS AND M&V Heavy Equipment Services

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 **M &V Heavy Equipment Services ("Provider"),** acting through its duly authorized agent, Gonzalo Medrano, which maintains a primary business address of 3702 Calle Alta Laredo, TX 78046. The City and **M&V Heavy Equipment Services** 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, **M&V Heavy Equipment Services, has** authority to enter into this Agreement and Gonzalo Medrano has authority to execute this Agreement on behalf of **M&V Heavy Equipment Services**; 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, **M&V Heavy Equipment Services** 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 (2) two, (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, **M&V Heavy Equipment Services** 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, M&V Heavy Equipment Services, 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, M&V Heavy Equipment Services, 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 **$500,000.00**. This agreement is for a one (1) year period and has the option to renew two (2) 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 **$1,500,000.00** 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

M&V Heavy Equipment Services (Primary Vendor)
Owner Name: Gonzalo Medrano
Address: 3702 Calle Alta
City, State, Zip Code: Laredo, Texas 78046

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 Formal 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 Formal Bids – FY23-080 M&V Heavy Equipment Services – 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 Formal Bids – FY23-080 M&V Heavy Equipment Services – 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 Formal Bids – FY23-080 M&V Heavy Equipment – Fleet** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **$1,500,000.00**, 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.

M & V Heavy Equipment Services
"Provider"

Signature

By: Gonzalo Medrano,
3702 Calle Alta
Laredo, Texas 78046
Telephone: (956) 949-8718
Email: medranotexasdiesel@gmail.com

City of Laredo
"Owner"

Date: 10/03/24
Joseph Neeb
City Manager
City of Laredo

ATTESTED:

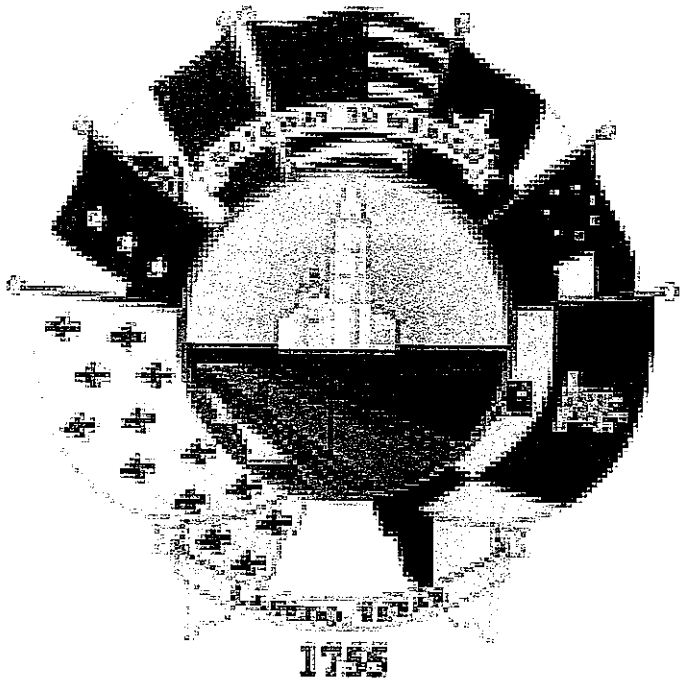
Mario Maldonado Jr.
City Secretary
City of Laredo

APPROVED AS TO FORM:

for **Doanh "Zone" T. Nguyen**
City Attorney
City of Laredo

EXHIBIT A

Scope of Work



FY23-080
M & V HEAVY EQUIPEMENT SERVICES
Supplier Response

Event Information

Number: FY23-080
Title: FY23-080 Landfill Equipment Daily Maintenance/Service
Type: Request For Bid
Issue Date: 8/17/2023
Deadline: 9/7/2023 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

M & V HEAVY EQUIPEMENT SERVICES Information

Contact: Gonzalo Medrano
Address: 3702 Calle Alta
LAREDO, TX 78046
Phone: (956) 949-8718
Email: medranotexasdiesel@gmail.com

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

Gonzalo medrano gamez
Signature

medranotexasdiesel@gmail.com
Email

Submitted at 9/7/2023 10:27:49 AM (CT)

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

M&V Heavy Equipment Services

3 State how long under has the business been in its present business name

8/16/2023

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

Texas Diesel

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 2. No 3. No 4. No 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 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?

No

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)

Gonzalo Medrano

15 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Laredo Landfill

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

Gonzalo Medrano

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.

Tomas Villarreal

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

It applies to my business

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.

none

23

Question 7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24

Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

25

Updates on contributions required

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

26

Question 8. Disclosure of Conflict of Interest

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

I am not aware of any conflict of interest

27

8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

28

Question 9. Updates Required

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

☑ I have read and understand this section

29

Question 10. No 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

30

Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

31 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Gonzalo Medrano Owner M&V Heavy Equipment services 9/7/2023

32 **Question 12. Oath**

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

☑ I swear or affirm information is correct

33 **Conflict of Interest Questionnaire**

☑ I have completed this section

34 **Non-Collusive Affidavit**

☑ I have completed and included this form

35 **Discretionary Contracts Disclosure**

☑ I have completed this section

36 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

37 **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. This contract will be awarded to 2 primary vendors.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 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

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Insurance Terms and Conditions

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

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

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

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Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

41 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

42 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

Bid Lines

1 **Package Header**

Section I: Daily Landfill Heavy Equipment Maintenance/Service (Dozers, Compactors, Excavators, Articulating Trucks, Maintainers, Wheel Loaders)

Quantity: 1 UOM: PKG Total: $414.50

Item Notes: Please submit "0" for unit price

Package Items

1.1 Labor Rate for Daily Maintenance (oil's levels, air filter clean out, greasing, etc..(Field) Monday thru Saturday

Quantity: 1 UOM: Hourly Rate Price: $129.00 Total: $129.00

1.2 Hourly Labor Rate for Services/Repair (Field)

Quantity: 1 UOM: Hourly Rate Price: $130.00 Total: $130.00

1.3 Hourly Labor Rate for Services/Repair (Shop)

Quantity: 1 UOM: Hourly Rate Price: $129.00 Total: $129.00

1.4 Mileage Rate

Quantity: 1 UOM: Mile Price: $1.50 Total: $1.50

1.5 Service Call Rate

Quantity: 1 UOM: Call Rate Price: $25.00 Total: $25.00

Response Total: $414.50

EXHIBIT B

Vendor Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2023

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

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

PRODUCER	CONTACT NAME: Sara Ramos	
SafeGuard Insurance Agency 104 E. Calton Rd., Ste. 101 Laredo TX 78041	PHONE (A/C, No, Ext): (956) 725-6989	FAX (A/C, No): (956) 725-6990
	E-MAIL ADDRESS: sramos@safeguardnow.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
M&V Heavy Equipment Services LLC 3702 Calle Alta Laredo TX 78046	INSURER A: Scottsdale Insurance Co	
	INSURER B: Progressive County Mutual	29203
	INSURER C: Texas Mutual Fund	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL23102513311 **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: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPS7886768	10/24/2023	10/24/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	974495180	10/24/2023	10/24/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Theft Prevention	$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						Authority Charge EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	004711024	10/25/2023	10/25/2024	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000

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

2007 Ford F450 VIN#1FDXW46P87EA34592

CERTIFICATE HOLDER

City of Laredo
1102 Bob Bullock
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
Sara Fanelle

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Waiver of Subrogation	WVSUB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$75.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Blanket Additional Insured	BLKAI		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$75.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	MULP	MULP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Non-owned	NOWND		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					$120.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Policy Fee	POLFE		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$45.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Non Owned Propety Damage	NOWPD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Hired/borrowed	HRDBD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$112.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Managed Care Option	MCARE		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$101.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$150.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$126.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Waiver of Subrogation	WVSUB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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Patricia Perez

From: Celia I. Guerrero
Sent: Tuesday, October 1, 2024 11:19 AM
To: Patricia Perez
Subject: FW: M&VHeavyEquipmentLLC_CityofLaredo_COI.pdf
Attachments: M&VHeavyEquipmentLLC_CityofLaredo_COI.pdf

Good morning Patricia,

COI provided by M&V Heavy Equipment Services 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, October 1, 2024 10:55 AM
To: Celia I. Guerrero <cguerrero@ci.laredo.tx.us>
Subject: FW: M&VHeavyEquipmentLLC_CityofLaredo_COI.pdf

Good Morning Celia,

Can you please review COI. Vendor is under contract.

Vendor Name: M & V Heavy Equipment
Amount: $500,000.00
Scope of Work: Daily Maintenance & Repair to Landfill operational equipment.

Thank You,

Patricia Perez
City of Laredo
Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
Phone#: (956)794-1737
Fax#: (956)790-1805

From: gonzalo isai medrano <medranotexasdiesel@gmail.com>
Sent: Tuesday, October 1, 2024 10:41 AM

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

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 27, 2024

Mr. Gonzalo Medrano
M & V Heavy Equipment
3702 Calle Alta
Laredo, Texas 78046

Re: Landfill Equipment Daily Maintenance/Service – Fleet Department
Contract FY23-080
Extension 1

Dear Mr. Medrano:

This is to inform you that the contract FY23-080 which was approved by City Council on October 2, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

Contract Prices:

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil levels, air filter,	$129.00
clean out, greasing, etc. (Field)(Mon. thru Sat.)	
Hourly Labor Rate for Services/Repair (Field)	$130.00
Hourly Labor Rate for Services/Repair (Shop)	$129.00
Mileage Rate	$1.50
Call Rate	$25.00

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

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing Division

M & V Heavy Equipment

Accept: ✓ Reject:

Authorized Signature:

Print Name: Gonzalo J. Medrano

Date: 8/28/24

City of Laredo
Purchasing Division

RENEWAL NOTICE

July 21, 2025

Mr. Gonzalo Medrano
M&V Heavy Equipment
3702 Calle Alta
Laredo, Texas 78046

Re: FY23-080 Landfill Equipment Daily Maintenance
Fleet Department
Extension II

Dear Mr. Medrano.

This is to inform you that the contract FY23-080 which was approved by the City Council on September 16, 2024 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

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

Sincerely.

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

M&V Heavy Equipment

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Gonzalo Isai Medrano

Date: 7/28/25

City of Laredo
Purchasing Division
LETTER OF AWARD

October 16, 2024

Mr. Gonzalo Medrano
M & V Heavy Equipment
3702 Calle Alta
Laredo, Texas 78046

Re: Landfill Equipment Daily Maintenance – Fleet Department
FY23-080
Extension I

Dear Mr. Medrano,

This is to inform you that the contract renewal FY23-080 was approved by the City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year. This is the first extension period.

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,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 9/16/2024 **Consent Agenda 39.**

SUBJECT
Consideration to renew contract FY23-080 with M & V Heavy Equipment Services, Laredo, Texas in an amount up to $500,000.00 for the daily maintenance and repair service of all the City's landfill operational equipment for the Fleet Department. The term of this contract shall be for a period of one ear beginning as of the date of its execution and is contingent upon the availability of appropriated funds and compliance city code of ordinances. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 10/2/2023.

BACKGROUND
This contract establishes an hourly labor rate for repair and maintenance service for the City's landfill operational equipment. The term of this contract shall be for a period of one (1) year beginning as the date of its execution. There was no price increase during the last extension period. This is the first of three extension periods. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of an administered by the vendor and the City of Laredo Fleet Department.

A current pricing table is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

This 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.

24-1950

9.16.24

SUBJECT
Consideration to renew contract FY23-080 with M & V Heavy Equipment Services, Laredo, Texas in an amount up to $500,000.00 for the daily maintenance and repair service of all the City's landfill operational equipment for the Fleet Department. The term of this contract shall be for a period of one ear beginning as of the date of its execution and is contingent upon the availability of appropriated funds and compliance city code of ordinances. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

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A current pricing table is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
This 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

FY23-080 Pricing Table

M & V Heavy Equipment	Labor Rate/ Hour
Labor Rate for Daily Maintenance (oil, levels, air filter	$129.00
clean out, greasing, etc.. (Field)(Monday thru Saturday)	
Hourly Labor Rate for Services/Repair (Field)	$130.00
Hourly Labor Rate for Services/Repair (Shop)	$129.00
Mileage Rate	$1.50
Call Rate	$25.00

24-1750

9.16.24

SUBJECT
Consideration to renew contract FY23-080 with M & V Heavy Equipment Services, Laredo, Texas in an amount up to $500,000.00 for the daily maintenance and repair service of all the City's landfill operational equipment for the Fleet Department. The term of this contract shall be for a period of one ear beginning as of the date of its execution and is contingent upon the availability of appropriated funds and compliance city code of ordinances. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

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A current pricing table is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
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Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

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FY23-080 Pricing Table

M & V Heavy Equipment	Labor Rate/ Hour
Labor Rate for Daily Maintenance (oil, levels, air filter	$129.00
clean out, greasing, etc.. (Field)(Monday thru Saturday)	
Hourly Labor Rate for Services/Repair (Field)	$130.00
Hourly Labor Rate for Services/Repair (Shop)	$129.00
Mileage Rate	$1.50
Call Rate	$25.00

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 27, 2024

Mr. Gonzalo Medrano
M & V Heavy Equipment
9702 Calle Alta
Laredo, Texas 78046

Re: Landfill Equipment Daily Maintenance/Service – Fleet Department
Contract BY23-080
Extension I

Dear Mr. Medrano:

This is to inform you that the contract BY23-080 which was approved by City Council on October 2, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

Contract Prices

Description	Labor Rate/Hours
Labor Rate for Daily Maintenance (oil levels, air filter	$129.00
Clean out, greasing, etc. (Field)(Mon. thru Sat.)	
Hourly Labor Rate for Services/Repair (Field)	$130.00
Hourly Labor Rate for Services/Repair (Shop)	$129.00
Mileage Rate	$1.50
Call Rate	$25.00

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

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing Division

M & V Heavy Equipment

Accept: ✓ Reject:

Authorized Signature:

Print Name: Gonzalo L. Medrano

Date: 8/28/24

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas, 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division
RENEWAL NOTICE

[redacted]

[redacted]

[redacted]

[redacted]

RE: [redacted] Heavy Equipment Daily Maintenance Service – Fleet Department
[redacted] FY23-080
[redacted]
[redacted]

This is to inform you that the Contract FY23-080 which was approved by City Council on October 2, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this [redacted].

Contract Pricing:

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil levels, air filter,	$129.00
clean out greasing, etc. (Field)(Mon. thru Sat.)	
Hourly Labor Rate for Services/Repair (Field)	$130.00
Hourly Labor Rate for Services/Repair (Shop)	$129.00
Mileage Rate	$1.50
Call Rate	$25.00

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

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

XC: Purchasing Division

[redacted] Heavy Equipment

Accept: ✓ Reject:

Authorized Signature:

Print Name: Gonzalo C. Medrano

Date: 8/28/24

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 27, 2024

Mr. Gonzalo Medrano
M & V Heavy Equipment
3702 Calle Alta
Laredo, Texas 78046

Re: Landfill Equipment Daily Maintenance/Service – Fleet Department
Contract FY23-080
Extension I

Dear Mr. Medrano,

This is to inform you that the contract FY23-080 which was approved by City Council on October 2, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil levels, air filter	$129.00
clean out, greasing, etc..(Field)(Mon. thru Sat.)	
Hourly Labor Rate for Services/Repair (Field)	$130.00
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Mileage Rate	$1.50
Call Rate	$25.00

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

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc. Purchasing Division

M & V Heavy Equipment

Accept: _____ Reject: _____

Authorized Signature: _____

Print Name: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1079750

Date Filed:
10/04/2023

Date Acknowledged:
10/05/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

M&V Heavy Equipment Services, LLC
Laredo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo Landfill Equipment Daily Maintenance/Service

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.

FY23-080.
daily maintenance, mechanical work, repair services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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:
2023-1079750

Date Filed:
10/04/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

M&V Heavy Equipment Services, LLC
Laredo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo Landfill Equipment Daily Maintenance/Service

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.

FY23-080.
daily maintenance, mechanical work, repair services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Laredo
Purchasing Division
Letter of Award

October 3, 2023

Mr. Herculano Suarez
Blanco Machinery LLC.
864 TX 359
Laredo, Texas 78043

Re: Landfill Equipment Daily Maintenance/Service
FY23-080
Approved by City Council October 2, 2023

Dear Mr. Suarez,

This is to inform you that the contract FY23-080 was approved by City Council on October 2, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year extension periods.

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil's levels, air filter clean out, greasing, etc..(Field)Monday thru Saturday)	$200.00
Hourly Labor Rate for Services/Repair (Field)	$200.00
Hourly Labor Rate for Services/Repair (Shop)	$165.00
Mileage Rate	$0.00
Call Rate	$0.00

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

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City of Laredo
Purchasing Division
Letter of Award

October 3, 2023

Mr. Gonzalo Medrano
M & V Heavy Equipment Services
3702 Calle Alta
Laredo, Texas 78046

Re: Landfill Equipment Daily Maintenance/Service
FY23-080
Approved by City Council October 2, 2023

Dear Mr. Medrano,

This is to inform you that the contract FY23-080 was approved by City Council on October 2, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year extension periods.

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil's levels, air filter clean out, greasing, etc..(Field)Monday thru Saturday)	$129.00
Hourly Labor Rate for Services/Repair (Field)	$130.00
Hourly Labor Rate for Services/Repair (Shop)	$129.00
Mileage Rate	$1.50
Call Rate	$25.00

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

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City Council-Regular
Meeting Date: 10/02/2023
Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary
Initiated By:

Staff Source: Ronald W. Miller, Fleet Department Director, Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY23-080 for the daily maintenance and repair service of all the City's landfill operational equipment to the low bidders:

1. M&V Heavy Equipment Service, Laredo, Texas in an amount up to $500,000.00 (Primary Vendor); and
2. Blanco Machinery LLC., Laredo, Texas in an amount up to $300,000.00 (Secondary Vendor).

This contract establishes multiple vendors and provides the Fleet Department with the ability to outsource and expedite needed services for the City's landfill equipment. 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 and compliance city code of ordinances. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding an annual service contract for the purchase of maintenance and repair services of all the City's landfill operational equipment. This contract establishes an hourly labor rate for repair and maintenance service for the City's landfill operational equipment. Staff is recommending that M&V Equipment be awarded primary vendor and Blanco Machinery be awarded secondary vendor for this contract.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, 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. This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Bid Summary:

Section I: Daily Landfill Heavy Equipment Maintenance/Service (Dozers, Compactors, Excavators, Articulating Trucks, Maintainers, Wheel Loaders)	M&V Heavy Equipment	Blanco Machinery LLC.
	Labor Rate/Hour	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil's levels, air filter clean out, greasing, etc..(Field)Monday thru Saturday)	$129.00	$200.00
Hourly Labor Rate for Services/Repair (Field)	$130.00	$200.00
Hourly Labor Rate for Services/Repair (Shop)	$129.00	$165.00
Mileage Rate	$1.50	$0.00
Call Rate	$25.00	$0.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2024

Bugeted Y/N?: Yes

Source of Funds: Fleet Maintenance Fund

Account #: 593-2810-533-2080

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY23-080

FY23-080 Contracts

M & V HEAVY EQUIPEMENT SERVICES Information

Contact: Gonzalo Medrano
Address: 3702 Calle Alta
LAREDO, TX 78046
Phone: (956) 949-8718
Email: medranotexasdiesel@gmail.com

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

Gonzalo medrano gamez
Signature

medranotexasdiesel@gmail.com
Email

Submitted at 9/7/2023 10:27:49 AM (CT)

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

M&V Heavy Equipment Services

3 State how long under has the business been in its present business name

8/16/2023

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

Texas Diesel

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 2. No 3. No 4. No 5. No

FY23-080 Pricing Table

M & V Heavy Equipment	Labor Rate/ Hour
Labor Rate for Daily Maintenance (oil, levels, air filter	$129.00
clean out, greasing, etc.. (Field)(Monday thru Saturday)	
Hourly Labor Rate for Services/Repair (Field)	$130.00
Hourly Labor Rate for Services/Repair (Shop)	$129.00
Mileage Rate	$1.50
Call Rate	$25.00

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 15.**

SUBJECT
Consideration to award annual supply contract FY25-070 to the following vendors:

1). Hydrahose Services, Laredo, Texas in an annual amount up to $120,000.00 and a two-year amount of $240,000.00;

2). Gonzalez Auto Parts, Laredo Texas in an annual amount up to $90,000.00 and a two-year amount of $180,000.00;

3). Velco, Inc. Laredo, Texas in an annual amount up to $40,000.00 and a two-year amount of $80,000.00;

for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three (3) additional one (1) year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. All hoses will be purchased on an as needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received four (4) bids through Cit-E-Bid for awarding an annual supply contract for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. Staff is recommending that this contract be awarded to the Hydrahose Services, Gonzalez Auto Parts, and Velco Inc. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be awarded.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	59328105332078
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.

FY25-070

hydrahose sevices

Supplier Response

Event Information

Number: FY25-070
Title: FY25-070 Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings
Type: Invitation For Bid
Issue Date: 7/1/2025
Deadline: 7/22/2025 05:00 PM (CT)
Notes: Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine

the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Bid forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

Contact Information

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

hydrahose sevices Information

Contact: JAVIER JAIME
Address: 1419 San Bernardo Ave
Laredo, TX 78040
Phone: (956) 726-0377
Email: HYDRAHOSE@PRODIGY.NET

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

javier jaime
Signature

hydrahose@prodigy.net
Email

Submitted at 7/1/2025 09:51:49 AM (CT)

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** HydraHose Services 956-726-0377 Javier Jaime
3	**State how long under has the business been in its present business name** 23 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** n/a
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred. suspended. proposed for debarment, suspended. proposed for debarment. declared ineligible. voluntarily excluded. or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings. pending relating to the Business responsibility. debarment. suspension. voluntary exclusion. or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? n/a

7 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

n/a

8 **State if the Company is a certified minority business enterprise**

Historically Underutilized Business (HUB)

9 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

12 **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) Javier Jaime
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department hydrahose services
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Javier Jaime
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

29 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Javier Jaime owner hydrahose services
32	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
33	**Company Information Questionnaire** ☑ I have completed this section
34	**Conflict of Interest Questionnaire** ☑ I have completed this section
35	**Non-Collusive Affidavit** ☑ I have completed and included this form
36	**Discretionary Contracts Disclosure** ☑ I have completed this section
37	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295. which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form. which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46. Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☑ I will comply with this form

38

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and

shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

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

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Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

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

43 **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

Bid Lines

1 **Package Header**

Section I: Fabricated Hydraulic Hoses w/Fittings

State brand of hoses and fittings: _____

*****Documentation shall be uploaded onto Cit-E-Bid******

Quantity: 1 UOM: PKG Total: $26,473.65

Package Items

1.1 Orifice Size: 2
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $1.50 Total: $52.50

1.2 Orifice Size: 2
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $2.75 Total: $96.25

1.3 Orifice Size: 2
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $4.00 Total: $140.00

1.4 Orifice Size: 4
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $5.42 Total: $189.70

1.5 Orifice Size: 4
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $6.88 Total: $240.80

1.6 Orifice Size: 4
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $8.55 Total: $299.25

1.7 Orifice Size: 6
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 40 UOM: Cost Per Linear Foot Price: $6.88 Total: $275.20

1.8 Orifice Size: 6
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 80 UOM: Cost Per Linear Foot Price: $11.25 Total: $900.00

1.9 Orifice Size: 6
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $14.25 Total: $498.75

1.10 Orifice Size: 8
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 50 UOM: Cost Per Linear Foot Price: $8.20 Total: $410.00

1.11 Orifice Size: 8
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 80 UOM: Cost Per Linear Foot Price: $13.87 Total: $1,109.60

1.12 Orifice Size: 8
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 80 UOM: Cost Per Linear Foot Price: $15.63 Total: $1,250.40

1.13 Orifice Size: 10
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $11.25 Total: $393.75

1.14 Orifice Size: 10
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $16.58 Total: $580.30

1.15 Orifice Size: 10
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $18.74 Total: $655.90

1.16 Orifice Size: 12
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $13.94 Total: $487.90

1.17 Orifice Size: 12
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $16.94 Total: $592.90

1.18 Orifice Size: 12
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $19.85 Total: $694.75

1.19 Orifice Size: 14
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $17.52 Total: $613.20

1.20 Orifice Size: 14
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $20.63 Total: $722.05

1.21 Orifice Size: 14
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $24.74 Total: $865.90

1.22 Orifice Size: 16
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $18.54 Total: $648.90

1.23 Orifice Size: 16
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $21.50 Total: $752.50

1.24 Orifice Size: 16
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $28.45 Total: $995.75

1.25 Orifice Size: 18
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $20.52 Total: $718.20

1.26 Orifice Size: 18
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $30.65 Total: $1,072.75

1.27 Orifice Size: 18
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $36.55 Total: $1,279.25

1.28 Orifice Size: 20
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $33.70 Total: $1,179.50

1.29 Orifice Size: 20
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $35.18 Total: $1,231.30

1.30 Orifice Size: 20
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $45.88 Total: $1,605.80

1.31 Orifice Size: 24
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $39.70 Total: $1,389.50

1.32 Orifice Size: 32
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $54.21 Total: $1,897.35

1.33 Orifice Size: 36
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $75.25 Total: $2,633.75

2 Package Header

Section II: Mobile Service
Indicate if mobile service is available.

Quantity: 1 UOM: PKG Total: $27.00

Package Items

2.1 Labor Rate Services.

Quantity: 1 UOM: Hourly Rate Price: $25.00 Total: $25.00

2.2 Mileage Rate per Hour.

Quantity: 1 UOM: Mileage Rate/Hour Price: $2.00 Total: $2.00

Response Total: $26,500.65

Bid # FY25-070

From

Hydrahose Services

RECD CITY SEC OFF
JUL 7 25 AM 10:58

hydrahose@Prodigy.net

956) 726-0377

FY25-070
hydrahose sevices
Supplier Response

Event Information

Number:	FY25-070
Title:	FY25-070 Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings
Type:	Invitation For Bid
Issue Date:	7/1/2025
Deadline:	7/22/2025 05:00 PM (CT)
Notes:	Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities. ******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine

the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Bid forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

Contact Information

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

Please feel free to call me with any questions pertaining to this matter

Thank you
Javier Jaime
HydraHose Services
956-726-0377

hydrahose sevices Information

Contact: JAVIER JAIME
Address: 1419 San Bernardo Ave
Laredo, TX 78040
Phone: (956) 726-0377
Email: HYDRAHOSE@PRODIGY.NET

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

javier jaime
Signature

hydrahose@prodigy.net
Email

Submitted at 7/1/2025 09:51:49 AM (CT)

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

HydraHose Services 956-726-0377 Javier Jaime

3 State how long under has the business been in its present business name

23 years

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

n/a

5 State if the Company is a certified minority business enterprise

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

6 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

n/a

7 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

n/a

8 **State if the Company is a certified minority business enterprise**

Historically Underutilized Business (HUB)

9 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

12 **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)

Javier Jaime

15 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

hydrahose services

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

Javier Jaime

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

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

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

Updates on contributions required

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

Question 8. Disclosure of Conflict of Interest

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

I am not aware of any conflict of interest

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

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

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

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

Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Javier Jaime owner hydrahose services

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

Company Information Questionnaire

☑ I have completed this section

Conflict of Interest Questionnaire

☑ I have completed this section

Non-Collusive Affidavit

☑ I have completed and included this form

Discretionary Contracts Disclosure

☑ I have completed this section

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

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and

shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

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

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

43 **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

Bid Lines

1 **Package Header**

Section I: Fabricated Hydraulic Hoses w/Fittings

State brand of hoses and fittings: _____

*****Documentation shall be uploaded onto Cit-E-Bid******

Quantity: 1 UOM: PKG Total: $26,473.65

Package Items

1.1 Orifice Size: 2
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $1.50 Total: $52.50

1.2 Orifice Size: 2
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $2.75 Total: $96.25

1.3 Orifice Size: 2
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $4.00 Total: $140.00

1.4 Orifice Size: 4
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $5.42 Total: $189.70

1.5 Orifice Size: 4
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $6.88 Total: $240.80

1.6 Orifice Size: 4
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $8.55 Total: $299.25

1.7 Orifice Size: 6
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 40 UOM: Cost Per Linear Foot Price: $6.88 Total: $275.20

1.8 Orifice Size: 6
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 80 UOM: Cost Per Linear Foot Price: $11.25 Total: $900.00

1.9 Orifice Size: 6
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $14.25 Total: $498.75

1.10 Orifice Size: 8
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 50 UOM: Cost Per Linear Foot Price: $8.20 Total: $410.00

1.11 Orifice Size: 8
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 80 UOM: Cost Per Linear Foot Price: $13.87 Total: $1,109.60

1.12 Orifice Size: 8
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 80 UOM: Cost Per Linear Foot Price: $15.63 Total: $1,250.40

1.13 Orifice Size: 10
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $11.25 Total: $393.75

1.14 Orifice Size: 10
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $16.58 Total: $580.30

1.15 Orifice Size: 10
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $18.74 Total: $655.90

1.16 Orifice Size: 12
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $13.94 Total: $487.90

1.17 Orifice Size: 12
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $16.94 Total: $592.90

1.18 Orifice Size: 12
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $19.85 Total: $694.75

1.19 Orifice Size: 14
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $17.52 Total: $613.20

1.20 Orifice Size: 14
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $20.63 Total: $722.05

1.21 Orifice Size: 14
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $24.74 Total: $865.90

1.22 Orifice Size: 16
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $18.54 Total: $648.90

1.23 Orifice Size: 16
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $21.50 Total: $752.50

1.24 Orifice Size: 16
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $28.45 Total: $995.75

1.25 Orifice Size: 18
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $20.52 Total: $718.20

1.26 Orifice Size: 18
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $30.65 Total: $1,072.75

1.27 Orifice Size: 18
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $36.55 Total: $1,279.25

1.28 Orifice Size: 20
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $33.70 Total: $1,179.50

1.29 Orifice Size: 20
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $35.18 Total: $1,231.30

1.30 Orifice Size: 20
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $45.88 Total: $1,605.80

1.31 Orifice Size: 24
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $39.70 Total: $1,389.50

1.32 Orifice Size: 32
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $54.21 Total: $1,897.35

1.33 Orifice Size: 36
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $75.25 Total: $2,633.75

2 Package Header

Section II: Mobile Service
Indicate if mobile service is available.

Quantity: 1 UOM: PKG Total: $27.00

Package Items

2.1 Labor Rate Services.

Quantity: 1 UOM: Hourly Rate Price: $25.00 Total: $25.00

2.2 Mileage Rate per Hour.

Quantity: 1 UOM: Mileage Rate/Hour Price: $2.00 Total: $2.00

Response Total: $26,500.65

FY25-070

Gonzalez Auto Parts

Laredo Gonzalez Auto Parts Ltd

Supplier Response

Event Information

Number:	FY25-070
Title:	FY25-070 Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings
Type:	Invitation For Bid
Issue Date:	7/1/2025
Deadline:	7/22/2025 05:00 PM (CT)
Notes:	Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Bid forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

Contact Information

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

Gonzalez Auto Parts Information

Contact: Joe Gage Jr.
Address: 4220 San Bernardo Ave.
Laredo, TX 78041
Phone: (956) 726-9766
Fax: (956) 726-9760
Email: bids@gapautoparts.com
Web Address: gapautoparts.com

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

JOE GAGE JR
Signature

bids@gapautoparts.com
Email

Submitted at 7/22/2025 12:47:45 PM (CT)

Response Attachments

FY25-070 FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W-FITTINGS PAGES 1-17.pdf

FY25-070 Fabrication of Specialized Heavy Hydraulic Hoses w-Fittings Pages 1-17

FY25-070 FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W-FITTINGS PAGES 18-25.pdf

fy25-070 Fabrication of Specialized Heavy Hydraulic Hoses w-Fittings Pages 18-25

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** GONZALEZ AUTO PARTS, JOE GAGE JR., 956-726-9766
3	**State how long under has the business been in its present business name** 91 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

NO, 1) NO, 2) NO, 3) NO, 4) NO, 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	**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) JOE GAGE JR.
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department a) fy25-070 FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W/FITTINGS
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** GONZALEZ AUTO PARTS
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
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. N/A

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

28 **Question 9. Updates Required**

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

☑ I have read and understand this section

29 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1) JOE GAGE JR. 2) DIRECTOR / CEO 3) GONZALEZ AUTO PARTS 4) 07/22/2025
32	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
33	**Company Information Questionnaire** ☑ I have completed this section
34	**Conflict of Interest Questionnaire** ☑ I have completed this section
35	**Non-Collusive Affidavit** ☑ I have completed and included this form
36	**Discretionary Contracts Disclosure** ☑ I have completed this section
37	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☑ I will comply with this form

3 8

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and

shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

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

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

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
43	**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. I have read and understand this section.

Bid Lines

1 **Package Header**

Section I: Fabricated Hydraulic Hoses w/Fittings
State brand of hoses and fittings: _____
*****Documentation shall be uploaded onto Cit-E-Bid******

Quantity: 1 UOM: PKG Total: $29,722.90

Package Items

1.1 Orifice Size: 2
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.2 Orifice Size: 2
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.3 Orifice Size: 2
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.4 Orifice Size: 4
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $7.86 Total: $275.10

Supplier Notes: GAT 85037

1.5 Orifice Size: 4
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.6 Orifice Size: 4
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.7 Orifice Size: 6
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 40 UOM: Cost Per Linear Foot Price: $9.18 Total: $367.20

Supplier Notes: GAT 85047

1.8 Orifice Size: 6
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 80 UOM: Cost Per Linear Foot Price: $16.48 Total: $1,318.40

Supplier Notes: GAT 85011

1.9 Orifice Size: 6
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $26.82 Total: $938.70

Supplier Notes: GAT 85465

1.10 Orifice Size: 8
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 50 UOM: Cost Per Linear Foot Price: $10.50 Total: $525.00

Supplier Notes: GAT 85048

1.11 Orifice Size: 8
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 80 UOM: Cost Per Linear Foot Price: $18.94 Total: $1,515.20

Supplier Notes: GAT 85012

1.12 Orifice Size: 8
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 80 UOM: Cost Per Linear Foot Price: $30.92 Total: $2,473.60

Supplier Notes: GAT 85466

1.13 Orifice Size: 10
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.14 Orifice Size: 10
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.15 Orifice Size: 10
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.16 Orifice Size: 12
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.17 Orifice Size: 12
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.18 Orifice Size: 12
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.19 Orifice Size: 14
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.20 Orifice Size: 14
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.21 Orifice Size: 14
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.22 Orifice Size: 16
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $22.74 Total: $795.90
Supplier Notes: GAT 85053

1.23 Orifice Size: 16
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $30.62 Total: $1,071.70
Supplier Notes: GAT 85015

1.24 Orifice Size: 16
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $96.04 Total: $3,361.40
Supplier Notes: GAT 85469

1.25 Orifice Size: 18
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.26 Orifice Size: 18
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.27 Orifice Size: 18
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.28 Orifice Size: 20
Wires: 2
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.29 Orifice Size: 20
Wires: 4
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

1.30 Orifice Size: 20
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $141.48 Total: $4,951.80
Supplier Notes: GAT 85470

1.31 Orifice Size: 24
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $164.14 Total: $5,744.90
Supplier Notes: GAT 85426

1.32 Orifice Size: 32
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot Price: $182.40 Total: $6,384.00
Supplier Notes: GAT 71100

1.33 Orifice Size: 36
Wires: 6
Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.

Quantity: 35 UOM: Cost Per Linear Foot ***No Bid***

2 Package Header

Section II: Mobile Service

Indicate if mobile service is available.

Quantity: 1 UOM: PKG

No Bid

Package Items

2.1 Labor Rate Services.

Quantity: 1 UOM: Hourly Rate

No Bid

2.2 Mileage Rate per Hour.

Quantity: 1 UOM: Mileage Rate/Hour

No Bid

Response Total: $29,722.90

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W/FITTINGS
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 a two-year contract for the fabrication of hydraulic hoses with fittings 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 July 22, 2025; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on July 23, 2025.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings – Fleet Department
FY25-070

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 Mario I Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

Vendors contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Bid forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

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 a two-year contract for the fabrication of hydraulic hoses with fittings for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 7804 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 July 22, 2025**; and all bids received will be opened and read **publicly at 10:00 A.M.** at the Office of the City Secretary on **July 23, 2025.**

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C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

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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 30th DAY OF JUNE 2025.

Stephanie Alcala
Mario I. Maldonado Jr.
For City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS

[illegible]

1.0 **PREPARATION OF BIDS** Bids will be prepared [illegible]

[illegible]

2.0 **DESCRIPTION OF SUPPLIES** [illegible]

3.0 **SUBMISSION OF BIDS**

[illegible] https://cityoflaredo.ionwave.net/Login.aspx [illegible] Sealed Bids e.g. USPS, FedEx, UPS, telegraphic, email or facsimile bids will not be considered.

[illegible]

4.0 **REJECTION OF BIDS** [illegible]

Bidder is prohibited to engage in [illegible] with any City employee during the bidding process. Bidder's violation of this provision may result in disqualification of bid, suspension or debarment.

Bidder shall not offer or agree to confer any benefit on a City employee that could be construed as an inducement for or reward for any decision concerning a City contract or purchase. Bidder's violation of this provision may result in disqualification of bid, suspension or debarment.

Bidder shall not offer, confer, or agree to confer any pecuniary benefit or other benefit on a City employee that could be construed as an inducement for or reward for any decision concerning a City contract or purchase.

Bidder's violation of this provision may result in disqualification of bid, suspension or debarment.

5.0 **WITHDRAWAL OF BIDS** Bids may not be withdrawn after the time set for the opening of bids unless specifically authorized 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 unopened to the bidder.

7.0 **CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplates submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or other proposed documents or finds discrepancies therein, they may submit to the City Purchasing Agent a request for clarification. Bidder should submit request for clarification seven (7) days prior to the scheduled date for opening of bids. Bidder submitting request for clarification is responsible for ensuring City receives request. Questions & Responses received less than seven (7) days prior to the scheduled date may not be considered. Bidder shall make reference to specific bid number, section, page and item number. Any interpretation, correction and changes will be made by addenda to the original specifications and addenda will be issued by the purchasing department. Bidder should not rely on any oral statement, interpretation or clarification received from any source. Bidder is responsible to verify that all addenda have been received before submitting its bid. Bidder should acknowledge receipt of all addenda in its bid response. Failure to do so may result in disqualification of bid. It is the bidder's responsibility to make inquiries as to the addenda issued. All addenda will be posted on the City's website. The City will not be responsible for any other explanations or interpretations of the proposed documents. The City reserves the right to make any modifications to the specifications after the award of contract.

8.0 **Protest Procedures** The purpose of this protest procedure is to address concerns whereby a bidder may protest specific procurement actions by the City of Laredo. Only actual bidders may protest the award or intent to award of contract.

Protest to be performed by protesting bidder: Within five (5) business days after the date of the notice of award recommendation, bidder may protest in writing to the Purchasing Manager. Protest must contain all facts and documentation to support protest. Protest must be specific. Such protest must include the following information:

(a) The protest must be signed by the Purchasing Agent. Bidder must state its name, address, telephone number, fax number, legal relationship and position with the bidder. Bidder must provide a detailed statement of the legal and factual grounds for the protest, including a description of resulting prejudice to the protesting bidder. The description must:

(b) If the protest is not resolved to the satisfaction of the bidder, the bidder may appeal to the Purchasing Manager. Appeal must be in writing and must be received by the Purchasing Manager within five (5) business days after the date of the Purchasing Manager's response. The appeal must contain all facts and documentation to support the appeal. Appeal must be specific. The Purchasing Manager shall review the protest and all documentation and may conduct a meeting with the bidder. The Purchasing Manager shall issue a written decision within five (5) business days after receipt of the appeal. The decision of the Purchasing Manager is final.

9.0 **INTENT OF CONTRACT**

10.0 AWARD OF CONTRACT

This contract will be awarded to the lowest responsive responsible bidder(s) in accordance with Chapters 252 and 271 of the State of Texas. This contract will be awarded to the three lowest bidders.

Definition of lowest responsive and responsible bidder as per the Instructions to Bidders document:

"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."

The City reserves the right to accept any item or group of items unless specifically qualified by the bidder. Bids qualified by specific limitations may be rejected. The City reserves the right to waive any informalities or irregularities in bids and to accept any bid deemed most advantageous to the City. Bidder must comply with all of Laredo specifications.

A written award or acceptance of bid properly approved and executed by the City of Laredo mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party. Bidder's terms and conditions shall not be the basis and governing document of the bid award.

A duly authorized purchase order number shall be required. All shipments, packaging, quantity and price invoices shall reference the assigned purchase order number. Failure to comply with these requirements may result in delay in payment. Packing slips must be enclosed with each shipment. Delivery tickets, bills of lading, etc. shall be submitted to the person designated on the purchase order.

Title & Risk of Loss: The title and risk of loss of materials or services shall not pass to the City of Laredo until the City actually receives and takes possession of the same at the point(s) of delivery. The bidder agrees to pay all taxes and assessments on the articles sold to the City of Laredo until such time as title passes to the City of Laredo.

Delivery Time and Payment Terms: Delivery time and payment terms will be considered in the evaluation of bids. The successful bidder will be determined by choosing the lowest responsive responsible bidder.

Bidder's Qualifications: Bidder shall give written evidence of his ability to furnish goods or services of the character specified and of sufficient capacity and resources to insure proper fulfillment of the contract if awarded. Bidder may be disqualified for failure to comply with this provision.

Samples: Samples of items, when required, must be furnished free of expense to the City of Laredo within the time specified in the bid. Each sample must be labeled with the bidder's name and address, the bid number and the item number. If requested, the bidder must submit a sample of the item bid, even though it may be an item of his own manufacture or design. Samples must be furnished free of expense to the City of Laredo and if not used in testing or destroyed, must upon request of the bidder, be returned within thirty (30) days of bid opening at bidder's expense. Each sample must be clearly labeled with the bidder's name and address, the bid number and the item number.

Bid Results: Bid results may be obtained by fax or mail upon request. Please provide a self-addressed stamped envelope.

11.0 ENTIRE AGREEMENT

This contract, upon award by the City of Laredo, shall constitute the entire agreement between the parties. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent that it conflicts, alters, or supplements this contract. This contract may be altered, amended, or modified only by written amendment executed by both parties hereto and approved by the City Council.

12.0 PAYMENT & INVOICING

Payment will be made by check mailed to the address designated by the bidder unless bidder specifies otherwise on the bid sheet.

Bidder must show separate invoices for each delivery. Prices must correspond to prices quoted in the bid. Invoices must show the purchase order number. Payment will be made in accordance with the Texas Prompt Payment Act.

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

14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION)

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g)All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1.Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2.Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h)Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

15.2 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.

15.3 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.

15.4 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**

15.5 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.

15.6 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.

16.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any

federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

17.0 Addendum

The City of Laredo reserves the right to [illegible] receipt of each addendum issued. Failure to [illegible] being returned and considered incomplete.

Important Notice:

Addendum notifications will be sent to the email address [illegible] party's responsibility to monitor the [illegible] addendum issued and submit [illegible] considered incomplete.

Formal Invitation for Bids
Fabrication of Hydraulic Hoses W/Fittings
Fleet Department

18.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding a two-year contract for the fabrication of hydraulic hoses with fittings 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

18.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, July 10, 2025 before 2:00 P.M.

18.2 Point of Contact: Ronald W. Miller at 956-727-6455, rmiller@ci.laredo.tx.us

19.0 General Requirements

Hoses shall be available for pickup or delivery on the same day they are ordered. However, there may be occasions when the hoses must be ordered and those hoses should be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

19.1 Hoses will be ordered during regular working hours Monday through Friday

19.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

20.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

21.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

22.0 Award of Contract

This contract will be **awarded** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **This contract will be awarded to the three lowest bidders.**
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."

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.

22.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

23.0 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 ealdape@ci.laredo.tx.us

24.0 Termination of Contract

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

24.1 Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;

24.2 or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

25.0 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)

26.0 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): GONZALEZ AUTO PARTS

Signature of person authorized to sign bid: Joe Gage Jr. Date: 07/22/2025

Print Name of person authorized to sign bid: JOE GAGE JR.

Title: DIRECTOR / CEO

Business Address: 4220 SAN BERNARDO AVE.

City, State, Zip Code: LAREDO, TX 78041

Telephone Number: 956-726-9766 Fax Number: 956-726-9760

Contact Person Email Address: bids@gapautoparts.com

Federal Tax ID Number: 20-2071342

Bidders Principal/Corporate Place of Business Address: 4220 San Bernardo Ave., Laredo, TX 78041

Indicated Status of Business:

Corporation ____ Partnership ✓ Sole Proprietorship ____ Other ____

If other state business status: N/A

State how long under its present business name: 91 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:

storically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

tall Disadvantaged Business Enterprise (SDBE) Yes (No) Other: Please specify

is company is not a certified minority business: ☒

he 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

27.0 **Tab Price Schedule**

27.1 Section I: Fabricated Hydraulic Hoses w Fittings

Orifice Size	Wires	Cost per Linear Foot	Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.
2	2	$	35
2	4	$	35
2	6	$	35
4	2	$ 7.86	35
4	4	$	35
4	6	$	35
6	2	$ 9.18	40
6	4	$ 16.48	80
6	6	$ 26.82	35
8	2	$ 10.50	50
8	4	$ 18.94	80
8	6	$ 30.92	80
10	2	$	35
10	4	$	35
10	6	$	35
12	2	$	35
12	4	$	35
12	6	$	35
14	2	$	35
14	4	$	35
14	6	$	35
16	2	$ 22.74	35
16	4	$ 30.62	35
16	6	$ 96.04	35
18	2	$	35
18	4	$	35
18	6	$	35
20	2	$	35
20	4	$	35
20	6	$ 141.48	35
24	6	$ 164.14	35
32	6	$ 182.40	35
36	6	$	35

State brand of hoses and fittings:

GATES

Quantities are approximate on yearly basis.

Company Name: GONZALEZ AUTO PARTS

Owner-President Name: JAMES L. GONZALEZ

Company Address: 4220 SAN BERNARDO AVE.

City, State, Zip Code: LAREDO, TX 78041

Company Authorized Representative's Signature:

Company Representative's Name: JOE GAGE JR.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

27.2 Section II: Mobile Service
Indicate if mobile service is available

Labor Rate for Services	$ NO BID Per Hour
Mileage Rate (if any)	$ NO BID Per Hour

Company Name: GONZALEZ AUTO PARTS

Owner-President Name: JAMES L. GONZALEZ

Company Address: 4220 SAN BERNARDO AVE.

City, State, Zip Code: LAREDO, TX 78041

Company Authorized Representative's Signature:

Company Representative's Name: JOE GAGE JR.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

28.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member.**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

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

JOE GAGE JR. — Name
Signature — Date: 07/22/2025

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.**

GONZALEZ AUTO PARTS

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 N/A ___ 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 N/A ___ 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 N/A

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: 07/22/2025

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 JOE GAGE JR.
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 22nd day of July 20 25.

GUADALUPE R. CASTILLO
My Notary ID # 7159852
Expires January 29, 2026

Guadalupe R Castillo
Notary Public

My commission expires:

January 29, 2026

30.0

City of Laredo
Discretionary Contracts Disclosure

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

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

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

JOE		GAGE	JR.
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): FY25-070 FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W/FITTINGS

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
JOE GAGE JR.			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

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

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

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

List of subcontractors: _____

_____

_____

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

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

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

_____

_____

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

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

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

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

List of contributors: _____

_____

_____

Updates on Contributions Required

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

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

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

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

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

_____

_____

***Acknowledgements**

✓ **Updates Required**

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

✓ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

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

***Oath**

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

JOE GAGE JR.		DIRECTOR / CEO
Name (Print)	Signature	Title
GONZALEZ AUTO PARTS		07/22/2025
Company or DBA		Date

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

31.0 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided. https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

31.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

31.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form 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
CERTIFICATION OF FILING

Certificate Number:
2025-1340024

Date Filed:
07/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GONZALEZ AUTO PARTS
LAREDO, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF LAREDO

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY25-070
FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W/FITTINGS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is JOE GAGE JR., and my date of birth is 12/29/1975.

My address is 4220 SAN BERNARDO AVE., LAREDO (city), TX (state), 78041 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WEBB County, State of TEXAS, on the 22nd day of JULY (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

32.0 **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 July 22, 2025; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on July 23, 2025.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings – Fleet Department FY25-070

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 Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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.

JOE GAGE JR. — Name
Signature — Date: 07/22/2025

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.**

GONZALEZ AUTO PARTS

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 N/A ___ 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 N/A ___ 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 N/A

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: 07/22/2025

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 JOE GAGE JR.
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 22nd day of July 20 25

GUADALUPE R. CASTILLO
My Notary ID # 7159852
Expires January 29, 2026

Guadalupe R Castillo
Notary Public

My commission expires:

January 29, 2026

30.0

City of Laredo
Discretionary Contracts Disclosure

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

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

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

JOE		GAGE	JR.
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): FY25-070 FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W/FITTINGS

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
JOE GAGE JR.			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

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

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

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

List of subcontractors: _____

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

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

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

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

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

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

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

List of contributors: _____

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

✓ **Updates Required**

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

✓ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

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

***Oath**

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

JOE GAGE JR.		DIRECTOR / CEO
Name (Print)	Signature	Title
GONZALEZ AUTO PARTS		07/22/2025
Company or DBA		Date

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

31.0 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided. https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

31.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

31.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form 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
CERTIFICATION OF FILING

Certificate Number:
2025-1340024

Date Filed:
07/22/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
GONZALEZ AUTO PARTS
LAREDO, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
CITY OF LAREDO

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
FY25-070
FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W/FITTINGS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is JOE GAGE JR., and my date of birth is 12/29/1975.

My address is 4220 SAN BERNARDO AVE., LAREDO (city), TX (state), 78041 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WEBB County, State of TEXAS, on the 22nd day of JULY (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

32.0 **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 July 22, 2025; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on July 23, 2025.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings – Fleet Department FY25-070

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 Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Velco, Inc.

City of Laredo - City Secretary
C/o Mario I Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, TX 78040

VELCO INC 1 @ 50 CENT

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W/FITTINGS
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 a two-year contract for the fabrication of hydraulic hoses with fittings 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 July 22, 2025; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on July 23, 2025.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked.

Bid: Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings – Fleet Department
FY25-070

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 Mario I Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

Vendors contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Bid forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

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 a two-year contract for the fabrication of hydraulic hoses with fittings 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 July 22, 2025**; and **all** bids received will be opened and **read publicly at 10:00 A.M.** at the Office of the City Secretary on **July 23, 2025.**

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Bid: Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings – Fleet Department FY25-070

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https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

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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 30th DAY OF JUNE 2025.

Stephanie Alcala
Mario I. Maldonado Jr.
for City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS

Bidders are cautioned to submit bids only after careful study and examination of all specifications and requirements contained herein. Failure to do so will be at bidder's risk. If bidder finds discrepancies in, or omissions from the specifications, or is in doubt as to their meaning, bidder should at once notify the Purchasing Agent in writing, requesting clarification or modification of the specifications. Any interpretation, correction or change of the specifications will be made by addendum. Interpretations, corrections or changes of the specifications made in any other manner will not be binding, and bidders should not rely upon them.

Bidders shall make their own estimates of the facilities and difficulties attending performance of the contract, including but not restricted to, handling and hauling of materials, availability of labor, water, roads and uncertain weather conditions. Failure to do so will not relieve successful bidder of its obligation to enter into a contract and complete the contract in accordance with the bid documents.

Bidders are advised that they are responsible for all applicable taxes, fees and charges required by law, ordinance or regulation. Bidder is responsible for sales and use taxes and for all taxes based on its operations and personnel. Bidder is responsible for payment of all taxes, fees and charges and for filing all returns and other documentation with respect thereto.

Bidders are advised that they are responsible for all applicable taxes, fees and charges required by law, ordinance or regulation. Bidder is responsible for sales and use taxes and for all taxes based on its operations and personnel. Bidder is responsible for payment of all taxes, fees and charges and for filing all returns and other documentation with respect thereto.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following instructions:

1.01 All information required by this bid form shall be furnished. Bid shall be typed or written in ink. Any interlineation, alteration or erasure must be initialed by the bidder. Bid shall contain the name, business address and telephone number of bidder and must be signed by bidder or authorized representative. Bid submitted electronically through the e-bid system. Bidder responsible to maintain and observe rules for electronic bid which will replace the manual bid and will be considered the official bid.

1.02 Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

1.03 Alternate bids will not be considered unless authorized by the invitation for bids. When applicable, bidder shall state proposed delivery time. Proposed delivery time must be shown and shall include Saturdays and holidays.

1.04 Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices as City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

1.05 Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent rights and shall save and hold City harmless from loss on account thereof.

2.0 DESCRIPTION OF SUPPLIES Any catalog, trade name, manufacturer's catalog number, model or brand used in describing an item is descriptive, and not restrictive, unless otherwise indicated. Bidder shall indicate brand and catalog number of material bid. Bidder is required to state exactly what they intend to furnish. Otherwise, bidder will be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

3.01 Bids and changes thereto shall be enclosed in sealed envelopes or packages addressed to the Purchasing Agent, City of Laredo, Texas, and shall be identified with the bid number, bid title and bid opening date and time. Bids must be received by the Purchasing Agent prior to the time and date set for the bid opening. Bids received after the time set for the bid opening will be returned unopened. Bids must be submitted electronically through the City's e-bid system at https://cityoflaredo.ionwave.net/Login.aspx

3.02 Unless otherwise noted in the Notice to Bidders, bids must be submitted on the forms provided by the Purchasing Agent. Bids must be typed or written in ink.

3.03 Bids may be withdrawn by written or telegraphic request received from bidder prior to the time fixed for bid opening. **Mailed Bids via USPS, FedEx, UPS, telegraphic, email or facsimile bids will not be considered.**

3.04 Samples when required must be submitted within the time specified and unless otherwise specified by bidder, at bidder's risk and expense. Unless instructions to the contrary are included with the bid, the samples submitted will be returned at bidder's request and expense. Each sample must be labeled or tagged with bidder's name, bid number and item to which it applies.

4.0 REJECTION OF BIDS The City reserves the right to:

4.01 Reject any or all bids.

4.02 Reject any bid not conforming to the specifications.

4.03 Reject any bid containing alterations or irregularities of any kind.

4.04 Reject any bid from a bidder who is in default on any contract with the City.

4.05 Reject any bid from a bidder who has failed to perform satisfactorily on any previous contract with the City.

4.06 Reject any bid from a bidder who is not, in the opinion of the City, responsible.

4.07 Reject any bid from a bidder who is not, in the opinion of the City, financially able to perform the contract.

4.08 Reject any bid from a bidder who is not, in the opinion of the City, able to perform the contract in accordance with the terms and conditions.

[illegible]

5.0 WITHDRAWAL OF BIDS [illegible] the City Council.

6.0 LATE BIDS OR MODIFICATIONS [illegible] not be considered. [illegible]

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS [illegible] but for this contract is not [illegible] thereof, they may submit to the City Purchasing Agent [illegible] but deadline is required for clarifications [illegible] scheduled date. [illegible] "Bid Questions & Responses" [illegible] referenced by specific bid number, section, page and item [illegible] and addenda will be issued by the purchasing agent to all vendors [illegible] and vendors. The original bid [illegible] and addendum will be issued by the purchasing agent to all vendors [illegible] brought to their attention under "Questions and Responses" [illegible] 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 [illegible] specific procurement [illegible] process.

(b) To be performed by protesting vendor. Within [illegible] recommendation of the City Purchasing Officer [illegible] City Purchasing Officer. Such protest must include [illegible]

(c) To be performed by the Purchasing Office. [illegible] legitimacy and procedural [illegible] written response to the protesting vendor [illegible]

(d) If the protesting vendor is not satisfied with the [illegible] may appeal to the City Manager. [illegible] City Manager, he shall [illegible] conditions. The contract [illegible] City Manager. All protests must be made [illegible] Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

[illegible]

9.0 INTENT OF CONTRACT

[illegible]

[illegible]

10.0 AWARD OF CONTRACT

10.1 This contract will be awarded to the lowest responsive responsible bidder in accordance with Chapters 252 and 271 of the State of Texas Local Government Code. This contract will be awarded to the three lowest bidders.

Definition of Lowest responsive and responsible bidder as per Texas Local Government Code:

"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."

10.2 The City reserves the right to accept any item or group of items, waive formalities, technicalities and bid specifications which best serve the interest of the City of Laredo.

10.3 A written award or acceptance of bid, approved purchase order, or letter of Award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party. Bid terms and conditions shall be the basis and governing document for the binding contract.

10.4 A duly authorized purchase order number shall reference all items awarded, quantity, unit price, and price extension. Payment shall reference the assigned purchase order number and be in accordance with the provisions of the contract.

10.5 Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The price for delivery shall be that set forth in the bid specifications and proposal.

10.6 Title & Risk of Loss: The title and risk of loss for goods shall not pass to the City, except that the City shall not be responsible for any loss caused by the negligence of the City, its employees, or agents until the City actually receives and takes possession of the goods at the point or points of delivery. Unless otherwise specified, the bidder shall arrange for insurance coverage for all shipments.

10.7 Delivery: Time and/or equipment specifications will be a factor in determining the lowest bidder. Unless otherwise specified, the successful bidder will be determined on the basis of [illegible]

10.8 The City of Laredo shall not be responsible for the cost of goods delivered by the bidder to the wrong location, delivered late or delivered in advance of the delivery date specified in the bid. Vendor shall not be permitted to make partial deliveries of goods unless specifically requested by the City of Laredo.

10.9 [illegible]

10.10 [illegible]

10.11 [illegible]

10.12 [illegible]

10.13 [illegible]

11.0 ENTIRE AGREEMENT

11.1 [illegible]

12.0 PAYMENT & INVOICING

12.1 [illegible]

12.2 [illegible]

[illegible]

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 [illegible] to perform professional engineering services for a governmental entity unless [illegible] and shall report to the board any request by a governmental entity [illegible] in violation of cost and [illegible] information of any other [illegible] which practice of cost shall be derived prior to selection based on demonstrated competence and qualifications to perform the service. For the purposes of this section, competitive bidding of professional engineering services includes but is not limited to: the submission of any monetary [illegible] to the governmental entity requesting proposals; engineers' cost information or other [illegible] that is used at least in part to select [illegible] until the second step of negotiations [illegible]. This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 24, 2004, 29 TexReg 4878, amended to be effective [illegible], 29 TexReg 2466.

14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION)

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

15.2 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.

15.3 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.

15.4 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**

15.5 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.

15.6 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.

16.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any

federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Addendum

[illegible] reserves the right [illegible] addendum [illegible] to be issued to [illegible] reverse or otherwise [illegible] solicitation [illegible] receipt of each addendum issued. Failure [illegible] will result in the submission being returned and considered incomplete.

Important Notice:

Addendum notifications will be sent to the email address associated with each [illegible] parties responsibility to ensure the correct email address and receipt of all addenda are received and acknowledged. Failure to [illegible] addendum [illegible] the submission being returned and considered incomplete.

Formal Invitation for Bids
Fabrication of Hydraulic Hoses W/Fittings
Fleet Department

18.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding a two-year contract for the fabrication of hydraulic hoses with fittings 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.innwave.net/Login.aspx

18.1 All questions for this bid shall be submitted through Cit-E-Bid no later than July 10, 2025 before 2:00 P.M.

18.2 Point of Contact: Ronald W. Miller at 956-727-6455, rmiller@ci.laredo.tx.us

19.0 General Requirements

Hoses shall be available for pickup or delivery on the same day they are ordered. However, there may be occasions when the hoses must be ordered and those hoses should be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

19.1 Hoses will be ordered during regular working hours Monday through Friday.

19.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

20.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

21.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than SIXTY (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

22.0 Award of Contract

This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **This contract will be awarded to the three lowest bidders.**
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."

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.

22.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

23.0 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 ealdape@ci.laredo.tx.us

24.0 Termination of Contract

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

24.1 Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;

24.2 or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

25.0 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)

26.0 **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) Velco, Inc.

Signature of person authorized to sign bid _____ Date 7/22/25

Print Name of person authorized to sign bid Arturo G. Vela

Title: President

Business Address: 1705 Market St.

City, State, Zip Code: Laredo, TX 78043

Telephone Number: (956) 726-1030 Fax Number

Contact Person Email Address: velcoinc1@sbcglobal.net

Federal Tax ID Number: 74-2295196

Bidders Principal/Corporate Place of Business Address:

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status:

State how long under its present business name: 44 years

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

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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes (No)

Is any litigation pending against the Business? Yes (No)

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

storically Underutilized Business (HUB): (Yes) No Disadvantaged Business Enterprise (DBE): Yes No

all Disadvantaged Business Enterprise (SDBE): Yes No Other: Please specify _____

s company is not a certified minority business: ☐

he 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

27.0 **Tab Price Schedule**

27.1 Section I: Fabricated Hydraulic Hoses w/Fittings

Orifice Size	Wires	Cost per Linear Foot	Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.
2	2	$	35
2	4	$	35
2	6	$	35
4	2	$ 3.55	35
4	4	$	35
4	6	$	35
6	2	$ 4.41	40
6	4	$	80
6	6	$	35
8	2	$ 5.04	50
8	4	$	80
8	6	$	80
10	2	$ 6.59	35
10	4	$	35
10	6	$	35
12	2	$ 6.82	35
12	4	$ 16.04	35
12	6	$	35
14	2	$	35
14	4	$	35
14	6	$	35
16	2	$ 9.04	35
16	4	$ 16.38	35
16	6	$	35
18	2	$	35
18	4	$	35
18	6	$	35
20	2	$ 11.12	35
20	4	$ 20.25	35
20	6	$	35
24	6	$	35
32	6	$	35
36	6	$	35

State brand of hoses and fittings: Tex/ASC

Quantities are approximate on yearly basis.

Company Name: Velco, Inc.

Owner/President Name: Arturo G. Vela

Company Address: 1705 Market St.

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Arturo G. Vela

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

27.2 Section II: Mobile Service
Indicate if mobile service is available

Labor Rate for Services	$_____ Per Hour
Mileage Rate (If any)	$_____ Per Hour

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

28.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member.**
9. **Historic District Land Board Member.**
10. **Ethics Commission Board Member.**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

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

Arturo G. Vela — Signature — 7/22/25
Name — 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 176.005, 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

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 Arturo G. Vela
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this_____day of _____20_____

Notary Public

My commission expires:

_____

30.0

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First	M.I.	Last	Suffix
Arturo	G	Vela	

***2. Contract Information.**

a) Contract or Project name(s): FY25-090 Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings

b) Originating Department(s): Fleet Dept.

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

Name (Print)	Signature	Name (Print)	Signature
Arturo G. Vela	Arturo G Vela		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

***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/officer 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 conflicts) of interest: _____

_____

_____

***Acknowledgements**

Updates Required

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

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

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

***Oath**

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

Arturo G. Vela		President
Name (Print)	Signature	Title
Veleo, Inc.		7/22/25
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

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

31.0 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided. **https://www.ethics.state.tx.us/tec/1295-Info.htm**.

Implementation of House Bill 1295

31.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

31.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form 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.**

Velco, Inc.

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

N/A

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

N/A

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

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

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********

32.0 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 July 22, 2025; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on July 23, 2025.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings – Fleet Department FY25-070

Bids can be downloaded and submitted through City-I-Bid https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario L Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

The party making the foregoing 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:

_____

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.**

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 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.**

N/A

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 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

COPY

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

FABRICATION OF SPECIALIZED HEAVY HYDRAULIC HOSES W/FITTINGS
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 a two-year contract for the fabrication of hydraulic hoses with fittings 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. flowr, Laredo, Texas 78040 **until 5:00 P.M on July 22, 2025; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on July 23, 2025.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings – Fleet Department
FY25-070

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 Mario I Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

Vendors contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Bid forms can be downloaded and printed through Cit-E-Bid. ******Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

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 a two-year contract for the fabrication of hydraulic hoses with fittings 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 July 22, 2025**; and **all** bids received will be opened and **read publicly at 10:00 A.M.** at the Office of the City Secretary on **July 23, 2025.**

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City of Laredo – City Secretary
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1110 Houston Street
Laredo, Texas 78040

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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 30th DAY OF JUNE 2025.

Stephanie Alcala
Mario I. Maldonado Jr.
for City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS – GENERAL CONDITIONS

1.0 **PREPARATION OF BIDS**

2.0 **DESCRIPTION OF SUPPLIES**

3.0 **SUBMISSION OF BIDS**

https://cityoflaredo.ionwave.net/LoginApp

4.0 **MODIFICATION OF BIDS**

5.0 WITHDRAWAL OF BIDS

6.0 LATE BIDS OR MODIFICATIONS

7.0 CLARIFICATION OR CORRECTION TO BID SPECIFICATIONS

8.0 REJECTION OF BIDS

9.0 AWARD OF CONTRACT

11. AWARD OF CONTRACT

This contract will be awarded to the three lowest bidders

"Lowest Responsive and Responsible Bidder: The bidder who complies with all of the bid requirements and whose past performance, reputation, and financial capability to perform is acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

12. PAYMENT & INVOICING

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 §137.55 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION)

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g)All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1.Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2.Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h)Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

15.2 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.

15.3 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.

15.4 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**

15.5 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

15.6 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.

16.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any

federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(To) Addendum

Important Notice:

Formal Invitation for Bids
Fabrication of Hydraulic Hoses W/Fittings
Fleet Department

18.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding a two-year contract for the fabrication of hydraulic hoses with fittings 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

18.1 All questions for this bid shall be submitted through Cit-E-Bid no later than July 10, 2025 before 2:00 P.M.

18.2 Point of Contact: Ronald W. Miller at 956-727-6455, rmiller@ci.laredo.tx.us

19.0 General Requirements

Hoses shall be available for pickup or delivery on the same day they are ordered. However, there may be occasions when the hoses must be ordered and those hoses should be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

19.1 Hoses will be ordered during regular working hours Monday through Friday.

19.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

20.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

21.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

22.0 Award of Contract

This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **This contract will be awarded to the three lowest bidders.**
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."

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.

22.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (July if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

23.0 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 ealdape@ci.laredo.tx.us

24.0 Termination of Contract

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

24.1 Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;

24.2 or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

25.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

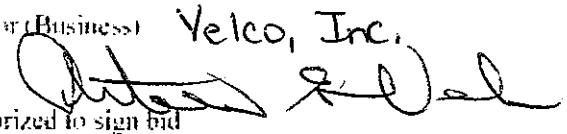
Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

26.0 **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) Velco, Inc.

Signature of person authorized to sign bid  Date 7/22/25

Print Name of person authorized to sign bid Arturo G. Vela

Title: President

Business Address: 1705 Market St.

City, State, Zip Code Laredo, TX 78043

Telephone Number: (956) 726-1030 Fax Number

Contact Person Email Address: velcoinc1@sbcglobal.net

Federal Tax ID Number: 74-2295196

Bidders Principal/Corporate Place of Business Address

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other _____

If other state business status:

State how long under its present business name: 44 years

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

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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes (No)

Is any litigation pending against the Business? Yes (No)

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise

storically Underutilized Business (HUB): (Yes) No Disadvantaged Business Enterprise (DBE): Yes No

tall Disadvantaged Business Enterprise (SDBE): Yes No Other: Please specify

is company is not a certified minority business: ☐

he 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

27.0 Tab Price Schedule

27.1 Section I: Fabricated Hydraulic Hoses w Fittings

Orifice Size	Wires	Cost per Linear Foot	Approximate number of hoses requested on an annual basis For bid purposes, the average length of each hose shall be 1 feet but the actual length purchased will be determined by the size of the replacement hose needed.
2	2	$	35
2	4	$	35
2	6	$	35
4	2	$ 3.55	35
4	4	$	35
4	6	$	35
6	2	$ 4.41	40
6	4	$	80
6	6	$	35
8	2	$ 5.04	50
8	4	$	80
8	6	$	80
10	2	$ 6.59	35
10	4	$	35
10	6	$	35
12	2	$ 6.82	35
12	4	$ 16.04	35
12	6	$	35
14	2	$	35
14	4	$	35
14	6	$	35
16	2	$ 9.04	35
16	4	$ 16.38	35
16	6	$	35
18	2	$	35
18	4	$	35
18	6	$	35
20	2	$ 11.12	35
20	4	$ 20.25	35
20	6	$	35
24	6	$	35
32	6	$	35
36	6	$	35

State brand of hoses and fittings: Tex/ADC

Quantities are approximate on yearly basis.

Company Name: Velco, Inc.

Owner President Name: Arturo G. Vela

Company Address: 1705 Market St.

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Arturo G. Vela

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

27.2 Section II: Mobile Service
Indicate if mobile service is available

Labor Rate for Services	$_____ Per Hour
Mileage Rate (if any)	$_____ Per Hour

Company Name:

Owner President Name:

Company Address:

City, State, Zip Code:

Company Authorized Representative's Signature:

Company Representative's Name:

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

28.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member.**
9. **Historic District Land Board Member.**
10. **Ethics Commission Board Member.**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

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

Arturo G. Vela — Signature — 7/22/25
Name — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176 Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.005, 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. Attach 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 as 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

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 Arturo G. Vela
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this _____ day of _____ 20_____

Notary Public

My commission expires:

_____

30.0

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First	M.I.	Last	Suffix
Arturo	G	Vela	

***2. Contract Information.**

a) Contract or Project name(s): FY25-090 Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings

b) Originating Department(s): Fleet Dept.

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

Name (Print)	Signature	Name (Print)	Signature
Arturo G. Vela	Arturo G Vela		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

***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/officer 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.

Arturo G. Vela		President
Name (Print)	Signature	Title
Veleo, Inc.		7/22/25
Company or DBA		Date

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

31.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided. **https://www.ethics.state.tx.us/tec/1295-Info.htm**.

Implementation of House Bill 1295

31.1 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

31.2 Filing Process

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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.**

Velco, Inc.

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

N/A

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

N/A

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

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

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**********

32.0 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 July 22, 2025; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on July 23, 2025.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Fabrication of Specialized Heavy Hydraulic Hoses W/Fittings – Fleet Department FY25-070

Bids can be downloaded and submitted through Q-1-Bid https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered

City of Laredo - City Secretary
C/O Mario L Maldonado Jr
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

The party making the foregoing 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:

_____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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 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.**

N/A

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 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

				South Texas Specialties		hydrahose sevices		Gonzalez Auto Parts (Laredo		Velco Inc.	
				Total Price	$4,392.50	Total Price	$26,500.65	Total Price	$29,722.90	Total Price	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Fabricated Hydraulic Hoses w/Fittir	1	PKG	**$4,392.50**	$4,392.50	$26,473.65	$26,473.65	$29,722.90	$29,722.90		
1.1	Orifice Size: 2Wires: 2Approximate number c	35	Cost Per Linear Foot	No Bid		**$1.50**		No Bid		No Bid	
1.2	Orifice Size: 2Wires: 4Approximate number c	35	Cost Per Linear Foot	No Bid		**$2.75**		No Bid		No Bid	
1.3	Orifice Size: 2Wires: 6Approximate number c	35	Cost Per Linear Foot	No Bid		**$4.00**		No Bid		No Bid	
1.4	Orifice Size: 4Wires: 2Approximate number c	35	Cost Per Linear Foot	**$1.31**		$5.42		$7.86		$3.55	
1.5	Orifice Size: 4Wires: 4Approximate number c	35	Cost Per Linear Foot	No Bid		**$6.88**		No Bid		No Bid	
1.6	Orifice Size: 4Wires: 6Approximate number c	35	Cost Per Linear Foot	No Bid		**$8.55**		No Bid		No Bid	
1.7	Orifice Size: 6Wires: 2Approximate number c	40	Cost Per Linear Foot	**$1.89**		$6.88		$9.18		$4.41	
1.8	Orifice Size: 6Wires: 4Approximate number c	80	Cost Per Linear Foot	No Bid		**$11.25**		$16.48		$0.00	
1.9	Orifice Size: 6Wires: 6Approximate number c	35	Cost Per Linear Foot	No Bid		**$14.25**		$26.82		$0.00	
1.10	Orifice Size: 8Wires: 2Approximate number c	50	Cost Per Linear Foot	**$2.03**		$8.20		$10.50		$5.04	
1.11	Orifice Size: 8Wires: 4Approximate number c	80	Cost Per Linear Foot	No Bid		**$13.87**		$18.94		$0.00	
1.12	Orifice Size: 8Wires: 6Approximate number c	80	Cost Per Linear Foot	No Bid		**$15.63**		$30.92		$0.00	
1.13	Orifice Size: 10Wires: 2Approximate number	35	Cost Per Linear Foot	No Bid		**$11.25**		No Bid		$6.59	
1.14	Orifice Size: 10Wires: 4Approximate number	35	Cost Per Linear Foot	No Bid		**$16.58**		No Bid		No Bid	
1.15	Orifice Size: 10Wires: 6Approximate number	35	Cost Per Linear Foot	No Bid		**$18.74**		No Bid		No Bid	
1.16	Orifice Size: 12Wires: 2Approximate number	35	Cost Per Linear Foot	**$3.16**		$13.94		No Bid		6.82	
1.17	Orifice Size: 12Wires: 4Approximate number	35	Cost Per Linear Foot	No Bid		**$16.94**		No Bid		16.04	
1.18	Orifice Size: 12Wires: 6Approximate number	35	Cost Per Linear Foot	No Bid		**$19.85**		No Bid		No Bid	
1.19	Orifice Size: 14Wires: 2Approximate number	35	Cost Per Linear Foot	No Bid		**$17.52**		No Bid		No Bid	
1.20	Orifice Size: 14Wires: 4Approximate number	35	Cost Per Linear Foot	No Bid		**$20.63**		No Bid		No Bid	
1.21	Orifice Size: 14Wires: 6Approximate number	35	Cost Per Linear Foot	No Bid		**$24.74**		No Bid		No Bid	
1.22	Orifice Size: 16Wires: 2Approximate number	35	Cost Per Linear Foot	**$8.55**		$18.54		$22.74		$9.04	
1.23	Orifice Size: 16Wires: 4Approximate number	35	Cost Per Linear Foot	No Bid		**$21.50**		$30.62		$16.38	
1.24	Orifice Size: 16Wires: 6Approximate number	35	Cost Per Linear Foot	No Bid		**$28.45**		$96.04		$96.04	
1.25	Orifice Size: 18Wires: 2Approximate number	35	Cost Per Linear Foot	No Bid		**$20.52**		No Bid		No Bid	
1.26	Orifice Size: 18Wires: 4Approximate number	35	Cost Per Linear Foot	No Bid		**$30.65**		No Bid		No Bid	
1.27	Orifice Size: 18Wires: 6Approximate number	35	Cost Per Linear Foot	No Bid		**$36.55**		No Bid		No Bid	
1.28	Orifice Size: 20Wires: 2Approximate number	35	Cost Per Linear Foot	**$15.56**		$33.70		No Bid		$ 11.12	
1.29	Orifice Size: 20Wires: 4Approximate number	35	Cost Per Linear Foot	No Bid		**$35.18**		No Bid		$ 20.25	
1.30	Orifice Size: 20Wires: 6Approximate number	35	Cost Per Linear Foot	No Bid		**$45.88**		$141.48		$0.00	
1.31	Orifice Size: 24Wires: 6Approximate number	35	Cost Per Linear Foot	$40.82		**$39.70**		$164.14		$0.00	
1.32	Orifice Size: 32Wires: 6Approximate number	35	Cost Per Linear Foot	**$51.04**		$54.21		$182.40		$0.00	
1.33	Orifice Size: 36Wires: 6Approximate number	35	Cost Per Linear Foot	No Bid		**$75.25**		No Bid		No Bid	
2	Section II: Mobile ServiceIndicate if mobile se	1	PKG	No Bid		**$27.00**	$27.00	No Bid		No Bid	
2.1	Labor Rate Services.	1	Hourly Rate	No Bid		**$25.00**					
2.2	Mileage Rate per Hour.	1	Mileage Rate/Hour			**$2.00**					

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 16.**

SUBJECT
Consideration to renew annual supply contract FY24-099 for the purchase of truck tires with the following vendors:

A. Section I - Southern Tire Mart, LLC, Laredo, Texas in an amount up to $700,000.00;

B. Section I - A6 Scientific Corp, Houston, Texas in an amount up to $150,000.00;

C. Section II - Southern Tire Mart, LLC, Laredo, Texas in an amount up to $250,000.00;

D. Section II - Goodyear Tire & Rubber Company in an amount up to $125,000.00.

All tires will be purchased on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. Goodyear Tire & Rubber Company is proposing a price increase due to an increase of 2.6% to the base price with tires discounted at same price. This contract can be renewed two additional one-year periods, upon mutual agreement. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 9/16/24.

BACKGROUND
This contract establishes pricing for the purchase of truck tires for the city's trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Goodyear Tire & Rubber Company is proposing a price increase due to an increase of 2.6% to the base price with tires discounted at same price. This is the first of three one-year extension periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2072.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the city need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division

RENEWAL NOTICE

July 21, 2025

Mr. Richard Conwill
Southern Tire Mart LLC
800 Highway 98 Columbia
Columbia, MS 39429

Re: FY24-099 Truck Tires
Fleet Department
Extension I

Dear Mr. Conwill,

This is to inform you that the contract FY24-099 which was approved by the City Council on September 16, 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

Southern Tire Mart

Request a contract extension: Yes Not request a contract extension: _____

Authorized Signature: _____

Print Name: Richard Conwill

Date: 7-28-25

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division

RENEWAL NOTICE

July 21, 2025

Mr. Zhiyuan He
A6 Scientific Corp.
3903 Bellaire Blvd. Suite E
Houston, Texas 77025

Re: FY24-099 Truck Tires
Fleet Department
Extension I

Dear Mr. He,

This is to inform you that the contract FY24-099 which was approved by the City Council on September 16, 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

A6 Scientific Corp;

Request a contract extension: yes Not request a contract extension: _____

Authorized Signature: _____

Print Name: Zhiyuan He

Date: 07/28/2025

City of Laredo
Purchasing Division

RENEWAL NOTICE

July 21, 2025

Mr. Walt Welker
The Goodyear Tire & Rubber Co.
200 Innovation Way HQ 3-650
Akron, Ohio 44316

Re: FY24-099 Truck Tires
Fleet Department
Extension I

Dear Mr. Welker,

This is to inform you that the contract FY24-099 which was approved by the City Council on September 16, 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

The Goodyear Tire & Rubber Co.:

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: [signature]

Print Name: Cynthia Solis

Date: 08-06-2025

City of Laredo
Purchasing Division

LETTER OF AWARD

September 17, 2024

Walt Welker
The Goodyear Tire & Rubber Co.
200 Innovation Way HQ 3-650
Akron, OH 44316

Re: Truck Tires – Fleet Department
Contract FY24-099

Dear Mr. Welker,

This is to inform you that contract FY24-099 for providing truck tires was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year with the option to renew three (3) additional one (1) year periods. Your company is the secondary vendor for Section II.

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/filinginfo/QuickFileAReport.php. You scan and email a notarized copy to jezapata@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

September 17, 2024

Zhiyuan He
A6 Scientific Corp.
3903 Bellaire Blvd. Ste. E
Houston, TX 77025

Re: Truck Tires – Fleet Department
Contract FY24-099

Dear Zhiyuan HE,

This is to inform you that contract FY24-099 for providing truck tires was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year with the option to renew three (3) additional one (1) year periods. Your company is the secondary vendor for Section I.

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/filinginfo/QuickFileAReport.php. You scan and email a notarized copy to jezapata@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

September 17, 2024

Richard Conwill
Southern Tire Mart, LLC.
800 Highway 98 Columbia
Columbia, MS 39429

Re: Truck Tires – Fleet Department
Contract FY24-099

Dear Mr. Conwill,

This is to inform you that contract FY24-099 for providing truck tires was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year with the option to renew three (3) additional one (1) year periods. Your company is the primary vendor for Section I and Section II.

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/filinginfo/QuickFileAReport.php. You scan and email a notarized copy to jezapata@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 9/16/2024 **Consent Agenda 40.**

SUBJECT
Consideration to award annual contract FY24-099 for the purchase of truck tires with the following bidders:

A. Section I - Southern Tire Mart, LLC, Laredo, Texas in an amount up to $700,000.00 (Primary Vendor);

B. Section I - A6 Scientific Corp, Houston, Texas in an amount up to $150,000.00 (Secondary Vendor);

C. Section II - Southern Tire Mart, LLC, Laredo, Texas in an amount up to $250,000.00 (Primary Vendor);

D. Section II - Goodyear Tire & Rubber Company in an amount up to $125,000.00 (Secondary Vendor).

All tires will be secured on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three additional one year periods, upon mutual agreement. Funding is available in the Fleet Maintenance Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City of Laredo went out on formal Invitations for Bids and received five (5) bids through Cit-E-Bid for awarding a contract for the purchase of truck tires for the Fleet Department. In evaluating each tire, staff evaluated the tread of each tire and its recommending that Option I be awarded to Southern Tire Mart (Primary Vendor) and A6 Scientific Corp (Secondary Vendor). Option II be awarded to Southern Tire Mart (Primary Vendor) and Goodyear Tire & Rubber Company (Secondary Vendor). All delivery of tires will be made through local dealers.

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 additional on 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 Manger & 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 contact expiration date.

Pricing Summary:

Option I - Truck Tires	Total Section I Cost	
Southern Tire Mart	$587,426.80	(Primary Vendor)
A6 Scientific Corp.	$785,399.90	(Secondary Vendor)
Gonzalez Auto Parts	$790,536.60	
Toro Automotive	$790,536.60	
Goodyear Tire & Rubber Comp.	No Bid	

Option II - Truck Tires	Total Section II Cost	
Southern Tire Mart	$504,250.90	(Primary Vendor)
Goodyear Tire & Rubber Comp.	$509,554.50	(Secondary Vendor)
A6 Scientific Corp.	$576,492.60	
Gonzalez Auto Parts	$790,536.60	
Toro Automotive	$790,536.60	

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended these contracts be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Maintenance Fund.
Account #:	593-2810-533-2072.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the city need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

FY24-099 Truck Tires - Fleet Department

Southern Tire Mart, LLC

Southern Tire Mart, LLC

Supplier Response

Event Information

Number: FY24-099 Truck Tires - Fleet Department
Title: FY24-099 Truck Tires - Fleet Department
Type: Invitation For Bid
Issue Date: 7/31/2024
Deadline: 8/22/2024 05:00 PM (CT)

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805

Email: pperez@ci.laredo.tx.us

Southern Tire Mart, LLC Information

Contact: Richard Conwill
Address: 800 Highway 98
Columbia
Columbia, MS 39429
Phone: (877) 786-4681
Email: richard.conwill@stmtires.com
Web Address: www.stmtires.com

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

RICHARD CONWILL
Signature

richard.conwill@stmtires.com
Email

Submitted at 8/21/2024 10:10:41 AM (CT)

Response Attachments

Bidder information. Questionnaire.pdf

Signed Bidder Information/ Questionnaire . Tab A

Tab B Price Schedule.pdf

Tab B Price Schedule. Signed

Signed COI.pdf

CIQ- Signed Conflict of Interest Questionnaire

Tab D Signed Affidavit.pdf

Tab D Signed Affidavit

Tab E Discretionary Contracts Disclosure.pdf

Tab E Discretionary Contracts Disclosure

Signed 1295 Form.pdf

Signed 1295 Form

Final Signed FY24-099 Truck Tires- Fleet Dept.pdf

Final Signed FY24-099 Truck Tires- Fleet Dept

Bid Attributes

1	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a

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

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** to the lowest responsive responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
(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

2	**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

3	Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

4	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

5	**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
6	**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 ".
7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Southern Tire Mart, LLC - Richard Conwill 601-410-4762
8	**State how long under has the business been in its present business name** 30+ years
9	**If applicable, list all other names under which the Business identified above operated in the last five years** NA
10	**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.
11	**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
12	**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
13	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

14	**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.
15	**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.
16	**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
17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** New Submission
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Richard Conwill
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department Truck Tires- Fleet Department FY24-099
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Southern Tire Mart, LLC

22	**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
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** 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*
24	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
25	**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*
26	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
27	**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*
28	**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
29	**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*
30	**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.

31	**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
32	**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*
33	**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
34	**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
35	**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
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Richard Conwill- Director of Government Sales Southern Tire Mart, LLC 08/21/2024
37	**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
38	**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*

Bid Lines

1	**Package Header**

Section I: Truck Tires (Michelin and Bridgestone) Only brands accepted

Quantity: 1 UOM: PKG Total: $587,426.80

Manufacturer:

Item Notes:

Package Items

1.1 315/80R22.5 20 ply Mixed Service Rib

Quantity: 160 UOM: EA Price: $570.42 Total: $91,267.20

Supplier Notes: BRIDGESTONE M870 ART # 249038

1.2 11 R X 22.5
G- 149 Load Range H 16 ply High Scrub Application

Quantity: 200 UOM: EA Price: $349.00 Total: $69,800.00

Supplier Notes: BRIDGESTONE R268 ECOPIA ART # 248817

1.3 11R X 22.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 800 UOM: EA Price: $487.75 Total: $390,200.00

Supplier Notes: BRIDGESTONE L320 ART # 208350

1.4 11R X 24.5
G149 Load Range H 16 ply High Scrub Application

Quantity: 10 UOM: EA Price: $378.00 Total: $3,780.00

Supplier Notes: BRIDGESTONE R268 ECOPIA ART # 249038

1.5 11R X 24.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 60 UOM: EA Price: $539.66 Total: $32,379.60

Supplier Notes: BRIDGESTONE M870 ART # 249038

2 Package Header

Section II: Truck Tires (Firestone, Yokohoma, B.F. Goodrich, and Goodyear) Only brands accepted

Quantity: 1 UOM: PKG Total: $504,250.90

Manufacturer:

Item Notes:

Package Items

2.1 315/80R22.5 20 ply Mixed Service Rib

Quantity: 160 UOM: EA Price: $442.89 Total: $70,862.40

Supplier Notes: YOKOHAMA 506U ART # 120150620

2.2 11 R X 22.5
G- 149 Load Range H 16 ply High Scrub Application

Quantity: 200 UOM: EA Price: $335.00 Total: $67,000.00

Supplier Notes: YOKOHAMA 108R ART # 120110832

2.3 11R X 22.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 800 UOM: EA Price: $419.69 Total: $335,752.00

Supplier Notes: YOKOHAMA LY053 ART # 120105305

2.4 11R X 24.5
G149 Load Range H 16 ply High Scrub Application

Quantity: 10 UOM: EA Price: $347.21 Total: $3,472.10

Supplier Notes: YOKOHAMA 108R ART # 120110834

2.5 11R X 24.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 60 UOM: EA Price: $452.74 Total: $27,164.40

Supplier Notes: YOKOHAMA LY053 ART # 120105306

Package Alternate 1

315/80R22.5 20 PLY MIXED SERVICE RIB.

Quantity: 160 UOM: EA Total: $525.08

Manufacturer: FIRESTONE FS860 ART # 244465

Manufacturer #: ART # 244465

Package Alternate 2

11 R X 22.5 G- 149 LOAD RANGE H 16 PLY HIGH SCUB APPLICATION

Quantity: 200 UOM: EA Total: $365.00

Manufacturer: FIRESTONE FS561A ART # 012710

Manufacturer #: ART # 012710

Package Alternate 3

11 R X 22.5 G177 LUG MIXED SERVICE TLH 16 PLY RATING

Quantity: 800 UOM: EA Total: $494.95

Manufacturer: FIRESTONE T831 ART # 281557

Manufacturer #: ART # 281557

Package Alternate 4

11 R X 24.5 G149 LOAD RANGE H 16 PLY HIGH SCRUB APPLICATION

Quantity: 10 UOM: EA Total: $375.00

Manufacturer:	FIRESTONE FS561A ART # 012712
Manufacturer #:	ART # 012712

Package Alternate 5

11 R X 24.5 G177 LUG MIXED SERVICE TLH 16 PLY RATING

Quantity:	60	UOM: EA	Total: $530.00
Manufacturer:	FIRESTONE T831 ART # 281565		
Manufacturer #:	ART # 281565		

Response Total: $1,091,677.70

FY24-099 Truck Tires - Fleet Department
A6 Scientific Corp.
Supplier Response

Event Information

Number: FY24-099 Truck Tires - Fleet Department
Title: FY24-099 Truck Tires - Fleet Department
Type: Invitation For Bid
Issue Date: 7/31/2024
Deadline: 8/22/2024 05:00 PM (CT)

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

A6 Scientific Corp. Information

Contact: Zhiyuan He
Address: 3903 BELLAIRE BLVD STE E
HOUSTON, TX 77025
Phone: (310) 717-5388
Email: info@a6scientific.com
Web Address: www.a6scientific.com

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

Zhiyuan He
Signature

info@a6scientific.com
Email

Submitted at 8/22/2024 10:15:55 AM (CT)

Supplier Note

All price included shipping cost.

Response Attachments

A6 Scientific CIQ.pdf

Conflict interest

Conflict_of_Interest_Questionnaire-Revised_1-1-2021.pdf

CIQ download from the system

final proposal.pdf

including notarized

Bid Attributes

1	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is

exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures. The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City

Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** to the lowest responsive responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(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

2 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

3	Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

4	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

5	**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
6	**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 ".
7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Zhiyuan He
8	**State how long under has the business been in its present business name** 2 years
9	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
10	**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.
11	**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
12	**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
13	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)

14	**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.
15	**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.
16	**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
17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** New Submission
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Zhiyuan He
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department Fleet FY24-099 Truck Tires Bid, CITY OF LAREDO FINANCE DEPARTMENT PURCHASING DIVISION
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** A6 Scientific Corp.

22	**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
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** 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*
24	**Question 5. List any individuals or entities that will be subcontractors on this contract** It applies to my business
25	**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. Tonnelle Tires LLC
26	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
27	**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*
28	**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
29	**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*
30	**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.

31	**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
32	**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*
33	**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
34	**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
35	**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
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Zhiyuan He - President and CEO A6 Scientific Corp. 08/22/2024
37	**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
38	**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*

Bid Lines

1	**Package Header**

Section I: Truck Tires (Michelin and Bridgestone) Only brands accepted

Quantity: 1 UOM: PKG Total: $785,399.90

Manufacturer:

Item Notes:

Package Items

1.1 315/80R22.5 20 ply Mixed Service Rib

Quantity: 160 UOM: EA Price: $882.04 Total: $141,126.40

Supplier Notes: Michelin 64204 315/80R22.5 X WORKS Z LRL VG

1.2 11 R X 22.5
G- 149 Load Range H 16 ply High Scrub Application

Quantity: 200 UOM: EA Price: $572.29 Total: $114,458.00

Supplier Notes: Michelin 67042 11R22.5 XZE2 LRH

1.3 11R X 22.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 800 UOM: EA Price: $604.30 Total: $483,440.00

Supplier Notes: Michelin 80276 11R22.5 XMD LRH VQ

1.4 11R X 24.5
G149 Load Range H 16 ply High Scrub Application

Quantity: 10 UOM: EA Price: $613.11 Total: $6,131.10

Supplier Notes: Michelin 88507 11R24.5 XZE2 LRH

1.5 11R X 24.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 60 UOM: EA Price: $670.74 Total: $40,244.40

Supplier Notes: Michelin 62703 11R24.5 XWD LRHVG MI

2 Package Header

Section II: Truck Tires (Firestone, Yokohoma, B.F. Goodrich, and Goodyear) Only brands accepted

Quantity: 1 UOM: PKG Total: $576,492.60

Manufacturer:

Item Notes:

Package Items

2.1 315/80R22.5 20 ply Mixed Service Rib

Quantity: 160 UOM: EA Price: $556.29 Total: $89,006.40

Supplier Notes: Goodyear 756141689 315/80R22.5 161/154K L WORKHORSE MSA TL

2.2 11 R X 22.5
G- 149 Load Range H 16 ply High Scrub Application

Quantity: 200 UOM: EA Price: $433.09 Total: $86,618.00

Supplier Notes: Goodyear 138179739 11R225 H MARATHON RSS TL

2.3 11R X 22.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 800 UOM: EA Price: $458.24 Total: $366,592.00

Supplier Notes: Goodyear 138835691 11R22.5 146/143J H WORKHORSE MSD TL

2.4 11R X 24.5
G149 Load Range H 16 ply High Scrub Application

Quantity: 10 UOM: EA Price: $483.72 Total: $4,837.20

Supplier Notes: Goodyear 138813737 11R245 H MARATHON RSA TL

2.5 11R X 24.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 60 UOM: EA Price: $490.65 Total: $29,439.00

Supplier Notes: Goodyear 138847691 11R24.5 149/146J H WORKHORSE MSD TL

Response Total: $1,361,892.50

FY24-099 Truck Tires - Fleet Department
The Goodyear Tire & Rubber Company
Supplier Response

Event Information

Number: FY24-099 Truck Tires - Fleet Department
Title: FY24-099 Truck Tires - Fleet Department
Type: Invitation For Bid
Issue Date: 7/31/2024
Deadline: 8/22/2024 05:00 PM (CT)

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

The Goodyear Tire & Rubber Company Information

Contact: Walt Welker
Address: 200 Innovation Way
HQ 3-650
Akron, OH 44316
Phone: (330) 796-2862
Email: walt_welker@goodyear.com
Web Address: www.goodyearctsc.com

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

Chris Campbell
Signature

ct_govtsales@goodyear.com
Email

Submitted at 8/22/2024 01:48:15 PM (CT)

Supplier Note

Goodyear Commercial Tire & Service Centers and its location in Laredo, TX are pleased to respond to your Invitation to Bid. The products we are proposing are Goodyear brand proposed are made with materials manufactured by Goodyear or its approved vendors, utilizing Goodyear proprietary designs approved under the Federal Government's Cooperative Plant Quality Certification process. Goodyear CT&SC proposes certain changes to the terms & conditions to reflect our self-insurance and clearly define our responsibility on merged bid documents that are consistent with the negotiated provisions of earlier contracts with City of Laredo. Please contact Cynthia Solis (956)724-6294 should you have any questions.

Response Attachments

Merged Bid Documents.pdf

Cover Letter, Exceptions, Signed IFB, FORM CIQ, W9, Form 1295 Exemption & Warranty

Bid Attributes

1	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response

to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** to the lowest responsive responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
(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

2	**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

3	Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

4 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

5	**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
6	**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 ".
7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** The Goodyear Tire & Rubber Company, Chris Campbell & (330) 796-2121
8	**State how long under has the business been in its present business name** Since 1898
9	**If applicable, list all other names under which the Business identified above operated in the last five years** Goodyear Commercial Tire & Service Centers
10	**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.
11	**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) Yes 2) Yes 3) No 4) No 5) Yes
12	**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) Yes
13	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

14	**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.
15	**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.
16	**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
17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** New Submission
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Chris Campbell Mr.
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-099 Truck Tires – Fleet Department
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** The Goodyear Tire & Rubber Company

22 **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

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**

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

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

Not Applicable

25 **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

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

Not Applicable

27 **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

28 **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

29 **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

30 **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.

31	**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
32	**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*
33	**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
34	**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
35	**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
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1) Chris Campbell 2) Senior Director CTSC 3) The Goodyear Tire & Rubber Company 4) 08/22/24
37	**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
38	**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*

Bid Lines

1	**Package Header**

Section I: Truck Tires (Michelin and Bridgestone) Only brands accepted

Quantity: 1 UOM: PKG **No Bid**

Manufacturer:

Item Notes:

Package Items

1.1 315/80R22.5 20 ply Mixed Service Rib

Quantity: 160 UOM: EA **No Bid**

1.2 11 R X 22.5
G- 149 Load Range H 16 ply High Scrub Application

Quantity: 200 UOM: EA **No Bid**

1.3 11R X 22.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 800 UOM: EA **No Bid**

1.4 11R X 24.5
G149 Load Range H 16 ply High Scrub Application

Quantity: 10 UOM: EA **No Bid**

1.5 11R X 24.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 60 UOM: EA **No Bid**

2 Package Header

Section II: Truck Tires (Firestone, Yokohoma, B.F. Goodrich, and Goodyear) Only brands accepted

Quantity: 1 UOM: PKG Total: $509,544.50

Manufacturer:

Item Notes:

Package Items

2.1 315/80R22.5 20 ply Mixed Service Rib

Quantity: 160 UOM: EA Price: $494.00 Total: $79,040.00

Supplier Notes: Goodyear 756141613 G289 WHA

2.2 11 R X 22.5
G- 149 Load Range H 16 ply High Scrub Application

Quantity: 200 UOM: EA Price: $370.91 Total: $74,182.00

Supplier Notes: Goodyear 138179737 MARATHON RSA

2.3 11R X 22.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 800 UOM: EA Price: $408.16 Total: $326,528.00

Supplier Notes: Goodyear 138835691 WORKHORSE MSD

2.4 11R X 24.5
G149 Load Range H 16 ply High Scrub Application

Quantity: 10 UOM: EA Price: $420.15 Total: $4,201.50

Supplier Notes: Goodyear 138813737 MARATHON RSA

2.5 11R X 24.5
G177 LUG Mixed Service TLH
16 ply Rating

Quantity: 60 UOM: EA Price: $426.55 Total: $25,593.00

Supplier Notes: Goodyear 138847691 WORKHORSE MSD

Response Total: $509,544.50

						Goodyear Tire & Rubber Comp		Southern Tire Mart, LLC		A6 Scientific Corp.		Gonzalez Auto Parts (Laredo		Toro Automotive LLC	
						Total Price	$509,544.50	Total Price	$1,091,677.70	Total Price	$1,361,892.50	Total Price	$1,581,073.20	Total Price	$1,581,073.20
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I:Truck Tires (Michelin and Bridgestor			1	PKG	No Bid		**$587,426.80**	$587,426.80	$785,399.90	$785,399.90	$790,536.60	$790,536.60	$790,536.60	$790,536.60
1.1	315/80R22.5 20 ply Mixed Service Rib			160	EA			$570.42		$882.04		**$523.46**		**$523.46**	
1.2	11 R X 22.5 G- 149 Load Range H 16 ply High S			200	EA			**$349.00**		$572.29		$373.48		$373.48	
1.3	11R X 22.5G177 LUG Mixed Service TLH 16 pl			800	EA			**$487.75**		$604.30		$749.99		$749.99	
1.4	11R X 24.5 G149 Load Range H 16 ply High Sc			10	EA			**$378.00**		$613.11		$785.74		$785.74	
1.5	11R X 24.5G177 LUG Mixed Service TLH 16 pl			60	EA			$539.66		$670.74		**$403.96**		**$403.96**	
2	Section II:Truck Tires (Firestone, Yokohoma, E			1	PKG	$509,544.50	$509,544.50	$504,250.90	$504,250.90	$576,492.60	$576,492.60	$790,536.60	$790,536.60	$790,536.60	$790,536.60
2 ALT4	11 R X 24.5 G149 LOAD RANGE H 16 PLY HIGI	FIRESTONE FSE	ART # 012712	10	EA			**$375.00**							
2 ALT5	11 R X 24.5 G177 LUG MIXED SERVICE TLH 16	FIRESTONE T8:	ART # 281565	60	EA			$530.00							
2 ALT2	11 R X 22.5 G- 149 LOAD RANGE H 16 PLY HIC	FIRESTONE FSE	ART # 012710	200	EA			$365.00							
2 ALT1	315/80R22.5 20 PLY MIXED SERVICE RIB.	FIRESTONE FSE	ART # 244465	160	EA			$525.08							
2 ALT3	11 R X 22.5 G177 LUG MIXED SERVICE TLH 16	FIRESTONE T8:	ART # 281557	800	EA			$494.95							
2.1	315/80R22.5 20 ply Mixed Service Rib			160	EA	$494.00		**$442.89**		$556.29		$523.46		$523.46	
2.2	11 R X 22.5 G- 149 Load Range H 16 ply High S			200	EA	$370.91		**$335.00**		$433.09		$373.48		$373.48	
2.3	11R X 22.5G177 LUG Mixed Service TLH 16 pl			800	EA	**$408.16**		$419.69		$458.24		$749.99		$749.99	
2.4	11R X 24.5 G149 Load Range H 16 ply High Sc			10	EA	$420.15		**$347.21**		$483.72		$785.74		$785.74	
2.5	11R X 24.5G177 LUG Mixed Service TLH 16 pl			60	EA	$426.55		$452.74		$490.65		**$403.96**		**$403.96**	

Line #
1
1.1
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2
2 ALT4
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Item	Description	Qty	Original Price	Original Extended	Original Product Bid	Renewal Price	Renewal Extended	Renewal Product	Percentage
1	315/80r22.5 20ply Mixed Service Rib	160	$ 494.00	$ 79,040.00	Goodyear 756141613 G289 WHA	**$ 507.34**	**$ 81,174.40**	**Same**	**2.7%**
2	11RX22.5 G-149 Load Range H 16 Ply High Scrub Application	200	$ 370.91	$ 74,182.00	Goodyear 138179737 MARATHON RSA	**$ 379.72**	**$ 75,944.00**	**Cooper 172011009 WORK SERIES RHA**	**2.4%**
3	11RX22.5 G177 LUG Mixed Service TLH 16 ply	800	$ 408.16	$ 326,528.00	Goodyear 138835691 WORKHORSE MSD	**$ 419.18**	**$ 335,344.00**	**Cooper 172019010 SEVERE SERIES MSD**	**2.7%**
4	11RX24.5 G149 Load Range H 16 ply High Scrub Application	10	$ 420.15	$ 4,201.50	Goodyear 138813737 MARATHON RSA	**$ 417.84**	**$ 4,178.40**	**Cooper 172009009 WORK SERIES RHA**	**-0.5%**
5	11RX24.5 G177 LUG Mixed Service TLH 16 ply Rating	60	$ 426.15	$ 25,593.00	Goodyear 138847691 WORKHORSE MSD	**$ 438.07**	**$ 26,284.20**	**Cooper 172020010 SEVERE SERIES MSD**	**2.8%**
	Grand Total			$ 509,544.50			**$ 522,925.00**	**Average**	**2.6%**

Reason
CPI Increase to base price same discount %
CPI Increase to base price same discount %; Discontinued Original Product substitute with equivalent Goodyear made product
CPI Increase to base price same discount %; Discontinued Original Product substitute with equivalent Goodyear made product
Discontinued Original Product substitute with equivalent Goodyear made product
CPI Increase to base price same discount %; Discontinued Original Product substitute with equivalent Goodyear made product

City of Laredo

City Council

Meeting Date: 8/18/2025 **Resolution 17.**

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 South Texas Development Council for the Housing Opportunities for Persons with AIDS (HOPWA) Grant in the amount of $152,381.00 for the term period from September 1, 2025 through August 31, 2026, with no match for the City of Laredo Public Health Department. Funds will be accounted for in the Laredo Public Health Department Fund - HOPWA Grant.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.1: Address the health needs of all residents in the region through collaboration and coordination among local, state, and binational entities.**
- **Policy 7.1.1: Partner with local, state, and binational entities to prevent health-related problems through prevention programs and policies.**
- **Goal 7.2: Reduce exposure to environmental risks.**
- **Policy 7.2.5: Reduce infectious and communicable diseases and infection.**

Summary of alignment:

The resolution aligns with the Viva Laredo Comprehensive Plan by supporting vulnerable populations - specifically individuals with HIV/AIDS - through coordinated housing and/or utility assistance. By addressing social determinants of health such as housing stability, the Housing Opportunities for Persons with AIDS (HOPWA) program directly advances the plan's goals of expanding access to health and housing services, improving health equity, and reinforcing partnerships across jurisdictions and health sectors. It also complements citywide efforts to improve long-term public health outcomes and quality of life in underserved communities.

PREVIOUS COUNCIL ACTION
On May 5, 2025, Council approved Resolution 2025-R-125.

BACKGROUND
The City of Laredo Public Health Department seeks to continue its partnership with the South Texas Development Council (STDC) to continue to provide eligible participants comprehensive housing rental assistance, and/or utility payment assistance to meet the needs of low-income persons with HIV/AIDS in the Health Services Delivery Area which include the counties of Jim Hogg, Starr, Webb, and Zapata.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	South Texas Development Council
Account #:	226-6019
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-323-4058 and the expenditure division is 226-6019 with Project Number HEHO18.

2025-R-196

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 SOUTH TEXAS DEVELOPMENT COUNCIL FOR THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) GRANT IN THE ESTIMATED AMOUNT OF $152,381.00 FOR THE TERM PERIOD FROM SEPTEMBER 01, 2025 THROUGH AUGUST 31, 2026, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND - HOPWA GRANT.

WHEREAS, the City of Laredo Public Health Department continues to partner with the South Texas Development Council (STDC) to continue to provide eligible participants comprehensive housing rental assistance, and/or utility payment assistance to meet the needs of lo-income persons with HIV/AIDS in the Health Services Delivery Area which include the counties of Jim Hogg, Starr, Webb, and Zapata.

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 South Texas Development Council for the Housing Opportunities for Persons with AIDS (HOPWA) Grant in the amount of $152,381.00 for the term period from September 01, 2025 through August 31, 2026, with no match for the City of Laredo Public Health Department. Funds will be accounted for in the Laredo Public Health Fund –HOPWA Grant.

Section 2: The revenue account 226-0000-323-4058 and the expenditure division is 226-6019 with Project Number HEHO18.

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

SOUTH TEXAS DEVELOPMENT COUNCIL

July 25, 2025

Mr. Joseph Neeb
City Manager, City of Laredo
City Manager's Office
1110 Houston Street
Laredo, Texas 78040

RE: FY2025-2026 HOPWA Award
[Contract № 019-3-25(26)]

Dear Mr. Neeb:

The South Texas Development Council is awarding the City of Laredo Health Department (CLHD) a total funding for FY2025-2026 in the amount of One Hundred Fifty-Two Thousand Three Hundred Eighty-One ($152,381) for the implementation and continuation of delivery of services under HOPWA in the Laredo HSDA effective September 1, 2025.

Award Source:	HOPWA
HSDA:	Laredo HSDA
Period:	09/01/25-08/31/26
Amount:	$152,381

The term for this contract shall be September 1, 2025, through August 31, 2026. The total amount payable to CLHD is not to exceed the amount awarded.

If you have any questions concerning this contract, please contact me at (956) 722-3995 Ext. 116, via email at jrkeiser@stdc.cog.tx.us or Ms. Maribel Rodriguez at (956) 722-3995 Ext. 117, via email at mrodriguez@stdc.cog.tx.us.

Sincerely,

John R. Keiser
Regional Programs Director

JRK/mr

Enclosure(s)

cc: Steven E. Landin, CPM, Assistant City Manager, City Manager's Office, City of Laredo
Frank Mata, Director of Finance, City of Laredo Finance Department
Richard A. Chamberlain, DrPH, MPH, RS, M.P.H., Health Director, City of Laredo Public Health Department
Erika Martinez, MBA, Assistant Director of Operations, City of Laredo Public Health Department
Laura Recio, Budgets and Grants Manager, City of Laredo Public Health Department
Claudia G. Sierra, Budget Analyst III, City of Laredo Public Health Department
Dr. Luis T. Cerda, Health Preventative Services Administrator, City of Laredo Public Health Department
Genesis Cardenas, M.A., LPC, LCDC, Disease Intervention Manager, City of Laredo Public Health Department
Veronica M. Gonzalez, BSW, CHW, Disease Intervention Supervisor, City of Laredo Public Health Department
Josafat Saldivar, Finance Director, STDC
File

TABLE 1: HOPWA SERVICES PRIORITIES, ALLOCATIONS AND OBJECTIVES BY HIV SERVICE DELIVERY AREA					
Administrative Agency:	**South Texas Development Council**			HSDA:	**Laredo**
Funding Stream:	**HOPWA**	Fiscal Year:	**2025-2026**	12 Month Allocation:	**$ 152,381**

Instructions: Table 1 must be completed for EACH HSDA within the Administrative Agency's area. Use this table to reflect the service allocations and estimated service units and persons to be served with those funds. Use columns 2 to show the estimated number of households to be served. In column 3 place the total allocation for that category; this should include service provider administrative costs. The total of all allocations should equal the total for the HSDA's HOPWA allocation. Column 4 indicates the percentage of the total award that is allocated to that service category.

SERVICE CATEGORY*	ESTIMATED OBJECTIVES # of Households	ALLOCATION FOR HSDA	% OF TOTAL ALLOCATION
Tenant-Based Rental Assistance (TBRA)	18	$ 67,296	44.16%
Short-Term Rent, Mortgage, and Utility Assistance (STRMU)	8	$ 13,355	8.76%
Short-Term Supportive Housing (STSH)	1	$ 100	0.07%
Permanent Housing Placement (PHP)	0	$ -	0.00%
Housing Case Management (HCM)	49	$ 55,653	36.52%
Housing Information Services (HIS)	22	$ 2,655	1.74%
Resource Identification (RI)		$ 2,655	1.74%
Subtotal		**141,714**	**93.00%**
Administrative Costs		10,667	**7.00%**
Total Allocation		**152,381**	**100.00%**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Resolution 18.**

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 South Texas Development Council for the HIV State Services Program Grant, in the amount of $439,652.00 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 - HIV State Services Program Grant.

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

- **Goal 7.1: Improve access to health services for all residents**
- **Policy 7.1.1: Expand access to quality health services in underserved neighborhoods**
- **Policy 7.1.4: Support services that address housing instability and health outcomes**
- **Goal 7.5: Strengthen public health systems and partnerships**
- **Policy 7.5.2: Support local public health programs that improve long-term health outcomes**

Summary of alignment:

The resolution aligns strongly with the Viva Laredo Comprehensive Plan by ensuring the continuation of critical health and support services for individuals with HIV/AIDS in Webb County and surrounding areas. The program enhances access to comprehensive medical, dental, mental health, and social services, particularly in medically underserved communities. This directly supports goals to improve public health infrastructure, expand equitable access to care, and foster collaborative partnerships across local jurisdictions and health systems-key strategies outlined in the Viva Laredo plan to promote long-term wellness and community resilience.

PREVIOUS COUNCIL ACTION
On May 05, 2025, Council approved Resolution 2025-R-125.

BACKGROUND
The South Texas Development Council contracts with the City of Laredo Public Health Department to continue to provide public health services for the State Services Program to assist people with HIV/AIDS in the Health Services Delivery Area which include the counties of Jim Hoss, Starr, Webb, and Zapata. The Public Health Department will provide case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, mental health, developmental and rehabilitative services, home health services, personal care services, day treatment or partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services.
COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	HIV State Services Program
Account #:	226-6021
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-323-4050 and the expenditure division is 226-6021 with Project Number HESS18.

2025-R-197

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 SOUTH TEXAS DEVELOPMENT COUNCIL FOR THE HIV STATE SERVICES PROGRAM GRANT, IN THE AMOUNT OF $439,652.00 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 – HIV STATE SERVICES PROGRAM GRANT.

WHEREAS, the South Texas Development Council contracts with the City of Laredo Public Health Department to continue to provide public health services for the State Services Program to assist people with HIV/AIDS in the Health Services Delivery Area which include the counties of Jim Hogg, Starr, Webb, and Zapata; and

WHEREAS, the Public Health Department will provide case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, mental health, developmental and rehabilitative services, home health services, personal care services, day treatment or partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services.

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

Section 1: The City Manager is hereby authorized to accept and enter into a continuation contract from the South Texas Development Council for the HIV State Services Program Grant, in the amount of $439,652.00 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 – HIV State Services Program Grant.

Section 2: The revenue account 226-0000-323-4050 and the expenditure division is 226-6021 with Project Number HESS18.

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

SOUTH TEXAS DEVELOPMENT COUNCIL

July 25, 2025

Mr. Joseph Neeb
City Manager, City of Laredo
City Manager's Office
1110 Houston Street
Laredo, Texas 78040

RE: Contract Award – FY2025-2026 State Services
[Contract № 019-2-25(26)]

Dear Mr. Neeb:

The South Texas Development Council is awarding the City of Laredo Public Health Department (CLPHD) a total funding for FY2025-2026 in the amount of Four Hundred Thirty-Nine Thousand Six Hundred Fifty-Two ($439,652) for the implementation and continuation of delivery of services under State Services in the Laredo HSDA effective September 1, 2025.

Award Source:	State Services
HSDA:	Laredo HSDA
Period:	09/01/25-08/31/26
Amount:	$439,652

The term for this contract shall be September 1, 2025, through August 31, 2026. The total amount payable to CLPHD is not to exceed the amount awarded.

If you have any questions concerning this contract, please contact me at (956) 722-3995 Ext. 116, via email at jrkeiser@stdc.cog.tx.us or Ms. Maribel Rodriguez at (956) 722-3995 Ext. 117, via email at mrodriguez@stdc.cog.tx.us.

Sincerely,

John R. Keiser
Director of Regional Programs

JRK/mr

Enclosure(s)

cc: Steven E. Landin, CPM, Assistant City Manager, City Manager's Office, City of Laredo
Frank Mata, Director of Finance, City of Laredo Finance Department
Richard A. Chamberlain, DrPH, MPH, RS, M.P.H., Health Director, City of Laredo Public Health Department
Erika Martinez, MBA, Assistant Director of Operations, City of Laredo Public Health Department
Laura Recio, Budgets and Grants Manager, City of Laredo Public Health Department
Claudia G. Sierra, Budget Analyst III, City of Laredo Public Health Department
Dr. Luis T. Cerda, Health Preventative Services Administrator, City of Laredo Public Health Department
Genesis Cardenas, M.A., LPC, LCDC, Disease Intervention Manager, City of Laredo Public Health Department
Veronica M. Gonzalez, BSW, CHW, Disease Intervention Supervisor, City of Laredo Public Health Department
Josafat Saldivar, Finance Director, STDC
File

1002 DICKY LANE • LAREDO, TEXAS 78043
(956) 722-3995 • FAX (956) 722-2670

DSHS TABLE 1: SERVICES PRIORITIES, ALLOCATIONS AND OBJECTIVES BY SUBCONTRACTOR					
Agency/Subcontractor Name	City of Laredo Public Health Department				
Administrative Agency	South Texas Development Council (STDC)			HSDA:	Laredo
Funding Stream:	State Services	Fiscal Year	2025-2026	HSDA Allocation:	$439,652
SERVICE CATEGORY	ESTIMATED OBJECTIVES			ALLOCATION FOR SERVICE CATEGORY	% OF TOTAL ALLOCATION
	Units	Persons			
Core Services					
Early Intervention Services (Parts A and B)					0.00%
Health Insurance Premium/Cost Sharing Assistance	75	30		$18,000.00	4.09%
Home and Community-Based Health Services	50	12		$8,000.00	1.82%
Home Health Care					0.00%
Hospice Services					0.00%
Local AIDS Pharmaceutical Assistance (LPAP)	65	15		$3,000.00	0.68%
Medical Case Management	120	30		$60,335.00	13.72%
Medical Nutritional Therapy					0.00%
Mental Health Services					0.00%
Oral Health Care	65	65		$40,104.00	9.12%
Outpatient/Ambulatory Health Services	800	200		$105,000.00	23.88%
Substance Abuse Outpatient Care					0.00%
Support Services					
Child Care Services					0.00%
Emergency Financial Assistance (EFA)	45	25		$32,000.00	7.28%
Food Bank / Home Delivered Meals	100	100		$5,087.00	1.16%
Health Education / Risk Reduction (HE/RR)					0.00%
Housing Services	3	1		$1,000.00	0.23%
Linguistic Services					0.00%
Medical Transportation Services	15	15		$3,050.00	0.69%
Non- Medical Case Management	120	30		$60,000.00	13.65%
Other Professional Services					0.00%
Outreach Services					0.00%
Psychosocial Support Services					0.00%
Referral for Health Care/Support Services	500	250		$104,076.00	23.67%
Rehabilitation Services					0.00%
Respite Care					0.00%
Substance Abuse Services (Residential)					0.00%
Treatment Adherence Counseling (Non-Medical)					0.00%
Subtotal				**$439,652.00**	**100.00%**
The following services may not be funded with Ryan White Part B funds					
Other Services: requires prior DSHS approval.					0.00%
Total Allocation				**$439,652.00**	**100.00%**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 19.**

SUBJECT
Consideration to authorize the City Manager to purchase Influenza Vaccines, from SANOFI Influenza Vaccines located at 1 Discovery Drive, Swiftwater, Pennsylvania. GSA Contract: 36F79722D0104 for the City of Laredo Public Health Department Immunizations Division in the total amount not to exceed $75,000.00. Funding is available in the Public Health Department Fund.

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

- **Goal 7.1:** Improve access to health services for all residents
- **Policy 7.1.1:** Expand access to quality health services in underserved neighborhoods
- **Policy 7.1.3:** Promote preventive care and immunization programs to reduce long-term healthcare costs and improve community health

Summary of alignment:

The purchase of influenza vaccines supports the Viva Laredo Comprehensive Plan by promoting community-wide preventive healthcare. It enables the Immunizations Division to expand access to essential vaccines, helping reduce the spread of communicable diseases and protecting vulnerable populations. This aligns with the plan's goals to improve health equity, encourage preventive services, and enhance the public health system's capacity to respond to seasonal and emerging health threats.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Purchase of Influenza Vaccines from SANOFI Influenza Vaccines, Swiftwater Pennsylvania. GSA Contract: 36F79722D0104 for the City of Laredo Public Health Department Immunizations Division.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Public Health Department
Account #:	226-2922-542-38-70
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in account 226-2922-542-38-70.

SANOFI INFLUENZA VACCINES

Premier Healthcare Alliance, L. P.

2025-2026 INFLUENZA VACCINES PRESENTATIONS AND PRICING

PRODUCT	PRESENTATION	Contract Price per Dose[a]	2 % Flu Direct Discount Savings (if reservation is confirmed by 05/02/2025)	1 % VaccineShop.com® Discount	2 % Prompt-Pay Discount	Net Price per Dose (including prompt-pay discount and 2 % direct discount if confirmed by 05/02/2025)
✓ Fluzone High-Dose Trivalent (Influenza Vaccine) NDC: 49281-0125-65	0.5- mL prefilled syringe	$ 67.34	N/A	$ 0.67	$ 1.33	$ 65.33
Flublok Trivalent (Influenza Vaccine) NDC: 49281-0725-10	0.5-mL prefilled syringe	$ 67.34	N/A	$ 0.67	$ 1.33	$ 65.33
Fluzone Trivalent (Influenza Vaccine) NDC: 49281-0425-50	0.5-mL prefilled syringe	$ 18.62	$ 0.37	$ 0.18	$ 0.36	$ 17.70
✓ Fluzone Trivalent (Influenza Vaccine) NDC: 49281-0643-15	5-mL multidose vial	$ 17.67	$ 0.35	$ 0.17	$ 0.34	$ 16.80

[a]Price per dose shown above does not include federal excise tax of $ 0.75 per dose. Prices may vary based on rounding.

DIRECT OFFER FEATURES INCLUDE

EARLY RESERVATION DISCOUNT

Confirm your reservation by 05/02/2025 to receive a 2 % direct discount on Fluzone Trivalent

RETURNS

You can return up to 15 % of your total purchased doses of each presentation for full credit.

CANCELLATIONS

You can cancel up to 0 % of your total influenza vaccine reservation.

2025-2026 INFLUENZA VACCINES SHIPPING COMMITMENT TIMELINES

If Sanofi misses the agreed-upon shipping commitment on 09/30/2025 or 10/31/2025 , the customer will be given the ability to reduce or cancel the volume of doses missed within the monthly commitment.

INFLUENZA VACCINE	SEPTEMBER	OCTOBER
Fluzone High-Dose Trivalent	75 %	100 %
Flublok Trivalent	75 %	100 %
Fluzone Trivalent- all presentations	50 %	100 %

For additional information, please call

1-800-VACCINE (1-800-822-2463)

SANOFI.
MAT-US-2206492-v3.0-02/2024

1 Discovery Drive. Swiftwater, Pennsylvania 18370.
www.sanofi.us

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sanofi

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 20.**

SUBJECT
Consideration to authorize the City Manager to award contract FY25-075 for EtO Ambient Air Monitoring to AECOM, located at 13640 Briarwick Drive, Suite 200, Austin, TX 78729 for the City of Laredo Public Health Department - Air Quality Division. Total costs for field monitoring $58,614; Community Outreach $1,482; Post-Study Purchase of Nutech Sampling Equipment $32,760; for a total amount not to exceed $92,856. Contract shall commence upon the effective date, all work outlined in this agreement shall be completed before October 1, 2026. Funding is available in the Public Health Department Fund - Air Quality Monitoring Division.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.6:** Protect the community from environmental health hazards.
- **Policy 7.6.1:** Monitor and assess environmental pollutants to safeguard public health.
- **Goal 6.3:** Improve air quality and reduce exposure to harmful emissions.
- **Policy 6.3.2:** Support public health initiatives that monitor and mitigate environmental risks.
- **Goal 7.5:** Strengthen public health systems and partnerships through monitoring and data-driven decision-making.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by addressing environmental health risks through the monitoring of ethylene oxide (EtO) levels in the community. The contract advances city goals to protect residents from harmful air pollutants, strengthen environmental health surveillance, and ensure the availability of accurate data to guide policy and public health interventions. The project also supports community education and outreach on air quality issues, directly enhancing environmental health awareness and resilience.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The City of Laredo went out on formal Request For Proposal - FY25-075 (EtO Ambient Air Monitoring - Health Department), solicitations and received (2) two proposals through Cit-E-Bid. The top (2) two vendors were evaluated. This contract will be awarded utilizing best value evaluation criteria. Proposals were evaluated and ranked by a selection committee. A recommendation is being presented to award this contract to AECOM located at 13640 Briarwick Drive, Suite 200, Austin, TX 78729 to award professional service agreement to conduct an Ethylene Oxide (EtO) ambient air assessment using EPA Method 327 for the City of Laredo. The agreement shall include all labor, materials, equipment, and incidentals required for the completion of the assessment for the City of Laredo Public Health Department - Air Quality Monitoring Division.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Public Health Fund - Air Quality Division
Account #:	226-2935
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The expenditure account 226-2935.

AECOM

Proposal for EtO Ambient Air Monitoring

FY25-075

City of Laredo Health Department

Project number: 60766102

August 8, 2025

Delivering a better world

769

Prepared for:

City of Laredo Health Department
5512 Thomas Ave
Laredo, TX 78041

Prepared by:

John Sorkness
Project Manager
T: (512) 461-2833
E: john.sorkness@aecom.com

AECOM
13640 Briarwick Drive
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Austin, TX 78729

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Executive Summary

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal to the City of Laredo for environmental services focused on Ethylene Oxide (EtO) sampling via EPA Method 327. With over 50 years of leadership in air monitoring across Texas, AECOM brings extensive experience and proven expertise in measuring a wide range of air pollutants for communities and industrial clients throughout Texas.

Our team operates approximately 100 air monitoring stations, which include measurements of VOCs, hazard air pollutants (HAPs), EPA gaseous criteria pollutants, particulate matter, and meteorological parameters. Over the past decade, AECOM has collected, validated, and analyzed more than **16,000 VOC canisters**. AECOM also has specialized experience in EtO monitoring, utilizing both canister sampling and advanced real-time techniques such as cavity ringdown spectrometry and gas chromatography near industrial sources. Our commitment to high-quality data and community-focused service makes us a trusted partner for air quality initiatives throughout Texas.

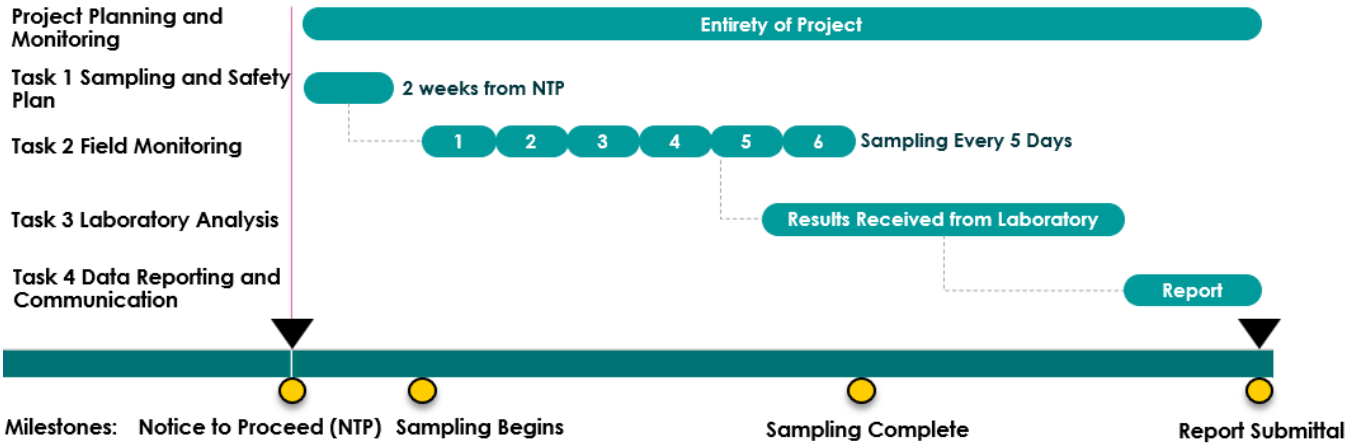
We are pleased to have the opportunity to support the City of Laredo Public Health Department in assessing air quality conditions related to EtO, with the goal of evaluating potential health risks and impacts on nearby communities and vulnerable populations. Below, we outline our comprehensive approach to planning and executing field sampling, analyzing collected data, and reporting findings to the City of Laredo Public Health Department.

Task 1: Project Management and Planning

Upon the award and execution of a contract with the City of Laredo, AECOM will develop and submit a comprehensive monitoring plan consistent with EPA Method 327 detailing the sample collection schedule, protocol, equipment calibration requirements, QA/QC requirements, reporting timelines, and contingency actions. Through planning with the City of Laredo Health Department, AECOM will identify the monitoring locations based on the sources of EtO emissions, prevailing wind direction, and location of vulnerable receptors in relation to the source(s). Emphasis will be placed on vulnerable receptors including children and the elderly. The sampling plan will also address relocating the sampling locations, if necessary, to maximize coverage within a defined area and reduce sampling bias caused by limiting sampling data to a limited area. AECOM will collaborate with City of Laredo Health Department personnel to identify sampling locations, arrange site access agreements for the sampling locations, discuss logistical and safety concerns, and communicate potential scheduling conflicts or issues that arise.

The project will be managed by Mr. Mark Modrak, who has over 23 years of experience as an air quality scientist and currently manages similar projects that collect ambient air canister samples according to EPA Compendium Method TO-15. Mr. Modrak has experience writing sampling plans, project specific safety plans, and air monitoring summary reports. Mr. Modrak is also experienced in leading field staff for scheduling, preparing, deploying, and executing field sampling events for similar air monitoring projects within Texas.

Figure 1. EtO Sampling Gantt Chart Schedule



Deliverables

The deliverables for this task will include the sampling plan, which will be developed and submitted to the City of Laredo Health Department for review and approval within two weeks after notice to proceed. The AECOM project manager will also create a site safety and access plan before any field work begins. As part of the project management plan, the project manager will create a communications management plan and stakeholder management plan to document and plan for when communications will be distributed to appropriate stakeholders.

The schedule of the project is anticipated to begin upon notice to proceed with the issuance of a signed contract and purchase order. The start of the analysis and report are dependent upon the laboratory analysis and delivery of the lab reports to AECOM. Once AECOM has received the laboratory reports (the typical turnaround time is 2-3 weeks from delivery to the lab), the AECOM data validation team will perform QA/QC checks on the data, analyze the results, and compare weather data at the time of the samples to determine the likely origination of EtO and analyze source attributes. The final report will also include a summary of the measured EtO concentrations, any exceedance flags, QA/QC summary of the canister results, and recommendations regarding health risks associated with the

measured EtO exposures on community receptors. The report will be delivered electronically to the City of Laredo Health Department after all data has been collected, validated, analyzed, and reviewed internally per AECOM's quality assurance requirements.

In addition to the final report, the AECOM project manager will provide bi-weekly progress report updates to the City of Laredo Health Department to notify them of sampling status, any encountered QC issues, and corrective actions taken to resolve them.

Task 2: Field Monitoring

After the sampling plan has been reviewed and approved by the City of Laredo Health Department, the field sampling will begin. AECOM will perform six sampling events with samples collected on a 5-day sampling schedule. The locations of the samples will be defined in the sampling plan after consulting the City of Laredo Health Department to determine the ideal location of interest to determine EtO concentrations and impacts on community receptors. During each event, eight routine ambient samples will be collected plus a field blank, duplicate, and spike sample, totaling eleven canisters per event. Each sample will be collected over a 24-hour period. In total, sixty-six canisters will be collected and sent to the laboratory for analysis. The samples will be collected in fused-silica lined canisters using the Nutech 2703 automatic air sampling devices housed in the 2703S shelter boxes with backup batteries to protect sample integrity and improve security of the canisters and sampling devices. The samplers will be leak tested before each sampling event. The Nutech 2703 automatic air sampling devices are ideal for this project as they not only include an integrated timer for precise timed sampling but also provide flow control and monitoring, recorded pressure readings of the canister, leak checking, and auto QA/QC data that will be collected from the unit after each sample run. The Nutech 2703 automatic air sampling device is well suited to meet the EPA Method 327 flow control requirements.

Sampled canisters will be mailed to GD Air in Plano, TX for analysis. AECOM has a rich history of working with GD Air and Nutech, partnering with them for over 13 years on various VOC monitoring projects across the state of Texas. The AECOM field technician has over 30 years of experience in ambient air monitoring and VOC canister sampling. The AECOM field technician is highly experienced with proper VOC sampling and handling techniques to prevent contamination of the samples. They will complete each chain-of-custody and scan copies of the chain-of-custodies for project documentation. They will also document the deployment and sampling dates and leak check and flow rate verification data from each sampling device for each sample event.

Figure 2. Nutech 2703 Sampler with Canister

Deliverables

As part of the field sampling task, the AECOM technician will document the field sampling logs for each event, collect the meta data from the Nutech 2703 samplers, and complete and document the chain-of-custody forms for each sampling event. If any incidents are encountered during the sampling events, an incident and maintenance log will be included in the field sampling log.

Task 3: Laboratory Analysis

After each canister sample has been collected, the chain-of-custody will be completed and the sampling data from the Nutech 2703 will be collected. The canisters will then be carefully packaged in the fiber board box they were delivered in and returned to GD Air for analysis. This will be done following each sampling event and the cans will be delivered to the lab within eight days of sampling. GD Air is a Texas Commission on Environmental Quality (TCEQ) accredited lab under the National Environmental Laboratory Accreditation Program (NELAP) and can meet the MDL requirements of <20 pptv or 1/10th of 0.2 µg/m³ (whichever is higher). GD Air will perform analysis by gas chromatography (GC) – mass spectrometry (MS) with analytical batch QA/QC. This will include calibration verification, method blanks, duplicate precision, and second-source calibration verification.

GD Air will deliver the analysis results to AECOM and the AECOM data validation team will perform additional QA/QC checks on the lab results. The QA/QC checks will verify that the Nutech 2703 samplers operated for the proper duration, that flow rates were properly recorded and free of anomalous flow events, and that the canisters sampled an adequate volume of air. The team will also confirm that the canisters retained acceptable vacuum levels at the end of the sampling event, and that the laboratory's QA/QC procedures were successfully completed and appropriately flagged.

Deliverables

Appended to the report will be data files associated with the project, including but not limited to, the chain-of-custodies, laboratory analytical results, QA/QC reports from the lab (including SSCV, CCV, batch blanks, instrument calibration logs), and methodology documentation. The report will summarize the EtO measurements and calculate the difference between the highest and lowest concentrations collected (Delta C).

Task 4: Data Reporting and Communication

After completion of each sample event, an AECOM field technician will collect the electronic sampling data from each Nutech 2703 sampling device and archive it within the AECOM project folders on a secure server. All metadata, logs, chain-of-custodies, calculations, and reports will be archived on the AECOM secured server for a minimum of five years. The electronic data deliverable (EDD) from the lab with the sample analytical results will be forwarded to the City of Laredo for review and documentation. These EDDs will not be validated at the time of delivery, but will be shared with the City for tracking and identifying any potential hot spots that could warrant future sampling efforts.

AECOM will provide up to eight hours of community outreach support to the City of Laredo for communication with community stakeholders and to help respond to regulatory and/or public inquiries. If an in-person visit is required, the City of Laredo will contact AECOM on how to proceed with a change order to cover necessary travel and labor expenses.

Deliverables

The report will summarize the EtO measurement results and calculate the difference between the highest and lowest concentrations of EtO (Delta C) for each sampling event and an average rolling Delta C for the entire sampling project. The report will summarize the measured results against the EPA's action level of 0.2 µg/m^3 and highlight any measurements that surpassed this action level. The report will discuss spatial and temporal trends of EtO over the study period with a root cause analysis for any measured concentrations that surpassed EPA's action level. The report will also include recommendations on possible mitigation efforts and further actions based on the results of the measurement study. As mentioned previously, appended to the report will be data files associated with the project including the chain-of-custodies, laboratory analysis results, QA/QC reports from the lab (including SSCV, CCV, batch blanks, and instrument calibration logs), and methodology documentation.

Project References

Contracting Activity: North Texas Commission (NTC) via Texas Commission on Environmental Quality Air Quality Monitoring, Texas

Contract Title: NTC Air Quality Monitoring Network

Period of Performance: 2012 – Present

Contracting/Program Officer: Dawn Miller, 972.621.0400, dawn@ntc-dfw.org

Scope of Work

- ✓ AECOM operates a 21-site ambient air quality monitoring network on behalf of the North Texas Commission. Funding is administered by the Texas Commission on Environmental Quality (TCEQ).
- ✓ The network consists of 13 sites featuring continuous automated gas chromatographs (GC) sampling hourly for 47 volatile organic compounds and 8 additional sites sampling for 24 hours on a 6-day sampling schedule for over 80 volatile organic compounds (VOC).
- ✓ AECOM performs data validation, QA/QC, and annual reporting on the results of air monitoring activities.

Contracting Activity: Gulf Coast Growth Ventures Air Quality Monitoring

Contract Title: GCGV

Period of Performance: 2019-2025

Contracting/Program Officer: Sandy Rodriguez, 361.677.2351, sandy.rodriguez@exxonmobil.com

Scope of Work

- ✓ AECOM operated two air monitoring stations for the Gulf Coast Growth Ventures in Portland and Gregory, Texas.
- ✓ Monitored for EtO via continuous gas chromatography (GC) and Cavity Ring Down Spectroscopy (CRDS), VOC canister samples for EtO on a 6-day sampling schedule, continuous total non-methane hydrocarbons (TNMHC), auto-GCs sampling hourly for 63 volatile organic compounds, continuous $PM_{2.5}$, and meteorological parameters.
- ✓ AECOM performed data validation and routine QA/QC on the measurement data and the monitoring equipment.

Contracting Activity: Houston Regional Monitoring (HRM) Corporation Ambient Air Monitoring Services, Houston, TX

Contract Title: Houston Regional Monitoring Program

Period of Performance: 1981 – Present

Contracting/Program Officer: Steve Smith, 832.679.8775 (o) | 281.635.4691 (m), steve.smith@lyb.com

Scope of Work

- ✓ AECOM has provided HRM ambient air monitoring services for the past 40 years and conducted a wide range of specialty air monitoring studies.
- ✓ The HRM network is currently composed of 10 air monitoring sites, covering 144 square miles of urban and industrial areas in Houston. The network scope includes criteria pollutants (CO, O_3, NO_2 as NO_x/NO/NO_2, NO_y, and true NO_2, SO_2, $PM_{2.5}$ and PM_{10}, and lead), meteorology, H_2S, and VOCs by canister sampling and continuous GC measurements.
- ✓ AECOM performs QA/QC, data validation, analysis, and reporting of ambient air quality and trends. AECOM also presents air quality monitoring summaries and analysis to various stakeholders.

Budget

AECOM proposes to perform this work on a time and materials (T&M) basis for **$58,614** (excluding the optional tasks for community outreach and post-study equipment purchase). AECOM will arrange for the lease of the eight Nutech 2703 samplers and 2703S sampler enclosures. If the City of Laredo is interested in continuing EtO sampling and would like to purchase the canister sampling equipment for future use, AECOM has arranged to sell the eight Nutech 2703 samplers and enclosures to the City of Laredo Health Department after deducting the costs incurred by leasing them. Details of the costs for the project are provided in the table below.

Table 1. Estimated EtO Sampling Study Costs

Description	Monitoring Plan	Field Monitoring	Analysis and Reporting	Optional – Community Outreach	Optional – Post-Study Purchase of Nutech Sampling Equipment
Labor	$3,068	$11,437	$8,173	$1,482	--
Travel and Shipping	--	$3,758	--	--	--
Laboratory Costs	--	$26,718	--	--	--
Sampling Equipment	--	$5,460	--	--	$32,760
Total	**$58,614**			**$1,482**	**$32,760**

This proposal is submitted on the express condition that any final agreement is subject to the negotiation and execution of mutually acceptable terms and conditions. This proposal is valid for a term of 60 days after the date above, after which AECOM Technical Services, Inc. reserves the right to revise the cost estimate if needed to account for changes in the basis of the quote. It is assumed that this work will be completed before October 1, 2026.

John Sorkness
Project Manager
AECOM
T: +1 (512) 461-2833
E: john.sorkness@aecom.com

Laura Faletto
AVP, Air Practice West Department Manager
AECOM
E: laura.faletto@aecom.com

FY25-075
AECOM Technical Services, Inc.
Supplier Response

Event Information

Number: FY25-075
Title: EtO Ambient Air Monitoring - Health Department
Type: Request For Proposal
Issue Date: 7/23/2025
Deadline: 8/8/2025 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their bids electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile proposals will not be considered.

Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on August 8, 2025 and all submitted bids received will be opened and publicly acknowledged at 10:00 A.M. on August 11, 2025.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for

contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: Tania Herrera
Address: Purchasing Division
5512 Thomas Ave
Laredo, TX 78041
Phone: (956) 794-1734
Email: therrera1@ci.laredo.tx.us

AECOM Technical Services, Inc. Information

Contact: John Sorkness
Address: 9300 Amberglen Blvd
Austin, TX 78729
Phone: (512) 454-4797
Web Address: aecom.com

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

John Sorkness
Signature

john.sorkness@aecom.com
Email

Submitted at 8/8/2025 01:29:16 PM (CT)

Requested Attachments

Conflict of Interest Form

Signed Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Vendor needs to address if there is a conflict of interest, CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form

Signed Form of Non-Collusive Affidavit.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties

Signed Form 1295.pdf

Form 1295 is to be submitted upon award of bid.

Proposal

AECOM Proposal for EtO Ambient Air Monitoring.pdf

Proposal must be submitted.

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ I agree
2	**Terms and Conditions Request for Proposals** **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents. **GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:
(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.
3.0 SUBMISSION OF PROPOSALS
(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the

assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the

contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(o) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

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

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

6	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☑ I have read and understand this section
7	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☑ Acknowledge
8	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
9	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** AECOM Technical Services, Inc. Laura Faletto (314) 429-0100
10	**State how long under has the business been in its present business name** 35 years
11	**If applicable, list all other names under which the Business identified above operated in the last five years** NA
12	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

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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 known of by submitting parties at the time of this proposal

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Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

None known of by submitting parties at the time of this proposal

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State if the Company is a certified minority business enterprise

This company is not a certified minority business

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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.

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Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

19	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
20	**This is a** New Submission
21	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) John Sorkness
22	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY25-075 EtO Ambient Air Monitoring - Health Department
23	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** AECOM Technical Services, Inc.
24	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
25	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. NA
26	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
27	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. GD Air Testing, Inc.
28	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
29	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. NA

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Question 7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

31

Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

32

Updates on contributions required

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

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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

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8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

35

Question 9. Updates Required

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

☑ I have read and understand this section

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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

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Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

38	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1. Laura Faletto 2. Associate Vice President, West Air Practice Department Manager 3. AECOM Technical Services, Inc.
39	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct

Bid Lines

1	The City of Laredo (hereinafter called "City") is soliciting Proposal(s) (RFP's), subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for Ethylene Oxide (EtO) Ambient Air Monitoring using EPA Method 327 for the Public Health Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/SourcingEvents.aspx?SourceType=1. Proposals can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on August 8, 2025 and all submitted proposals received will be opened and publicly acknowledged at 10:00 A.M. on August 11, 2025. **1. GENERAL INFORMATION** CITY OF LAREDO PUBLIC HEALTH DEPARTMENT is seeking solicitations from a qualified contractor to conduct ambient air monitoring for Ethylene Oxide (EtO) using EPA Method 327 at various locations within City of Laredo. The purpose is to measure EtO concentrations in the community and/or near industrial sources, compare the concentrations with the EPA required action level to evaluate potential health risks to the surrounding neighborhoods. This solicitation requires information and cost for services, including installation, configuration, sampling, testing, reporting, and technical support during and after the initial development period. Key features should include but are not limited to: 1) Monitoring and Analytical Methodology * Use of EPA Method 327 for sampling and analysis. Collects ambient air samples using fused-silica lined stainless-steel canister (preferred) or SUMMA canisters. Uses Gas Chromatograph (GC) coupled with a low- or high-resolution Mass Spectrometry (MS), which consist of a linear quadrupole, ion trap, or time-of-flight (TOF) system, for analysis with documented Standard Operating Procedures (SOPs). 2) Sampling Plan - Sampling Frequency: Every 5 days. - Sampling Duration: 24-hour integrated samples. - Deployment: - 8 canisters around the fenceline of the facility per event. - Plus 1 field blank, 1 duplicate, and 1 spiked sample per event. - Rotate canister positions to ensure complete spatial coverage of the facility. - 11 total canisters. * Campaign Length: 30 days (6 events). 3) Quality Assurance (QA)/Quality Control (QC) Requirements * Prior to sampling, all canisters and devices must pass leak checks, cleaning validation, and flow control verification. * Record and report absolute canister pressure before and after each sampling event.

* GC-MS systems must complete initial and continuing calibration (CCV), second-source checks (SSCV), and replicate precision testing. Calibration must span the expected measurement range. Results must be within ±15% of known concentrations.

4) Detection sensitivity: Method detection limit (MDL) is less than 20 pptv and at least 1/10th of the lowest concentration of interest (i.e., EPA action-level 0.2µg/m³), whichever is larger.

5) Data Reporting and Regulatory Compliance
* Data package include all field and laboratory QA/QC documentation, GC-MS output files, calibration and continuing calibration verification records, chain-of-custody records for all samples.
*·Both pre- and post-sampling absolute canister pressures must be recorded and reported as part of the sample validity criteria.
* Reports should include metadata on sampling conditions, laboratory method details, and relevant instrument parameters.
* Compare results to EPA's action level (0.2µg /m³) and risk benchmark level (0.02µg /m³ for 1 in 10,000 excess cancer risk). Any sample results exceeding the EPA's action or benchmark levels must be flagged in the report.

6) Project Management and Communication
* Develop and submit a monitoring plan align with EPA method 327, including schedule, QA/QC, and reporting protocols.
* Conduct site selection and siting validation in coordination with Public Health Department staff.
* Manage field operations, ensuring proper canister deployment, documentation, and compliance with Method 327.
* Provide progress updates, noting sampling status, QC issues, and corrective actions.
* Submit a final report with validated results, QA/QC summary, exceedance flags, interpretation of EtO levels, and recommendations regarding health risks associated with EtO exposure in community settings.
* Support public health communication efforts as requested, including summary materials or participation in community outreach.

2. COMMUNICATION RESTRICTIONS: To ensure fairness and parity among prospective vendors, from the time of the release of this RFP until an offeror is selected and a contract awarded, offerors shall not communicate with any City of Laredo staff concerning this RFP. If the offeror attempts or undertakes an unauthorized communication, the City of Laredo reserves the right to reject that offeror's PROPOSAL without evaluation. The City of Laredo is not responsible for any offeror's reliance on any information regarding this request for proposal or work hereunder if the information was provided by any source other than the official inquiry process.

3. PROPOSAL EVALUATION:
3.1 SELECTION COMMITTEE. A selection committee composed of the City of Laredo personnel will evaluate the PROPOSAL. The composition of the committee will remain consistent for all responses. The selection committee will be responsible for documenting and tabulating the scores for all responses.
3.2 CLARIFICATION & CORRECTIONS. During the evaluation process, at the City of Laredo's sole discretion, it may request clarifications from any offeror under active consideration. It may allow an offeror to correct defects in its PROPOSAL if the City of Laredo believes doing so would not result in an unfair advantage for the offeror, and it is in the City of Laredo's interest. The City of Laredo may reject any non-responsive or broader clarification in scope than what the City of Laredo requested. If the City of Laredo does so, or if the offeror fails to respond to the request for clarification, the City of Laredo may request a corrected clarification and consider the offeror's PROPOSAL without clarification or disqualify the offeror's PROPOSAL.

4. EVALUATION APPROACH:
4.1 INITIAL REVIEW. The City of Laredo will review all PROPOSALs for their format and completeness. The City of Laredo typically rejects incomplete or incorrectly formatted PROPOSALs. However, the City of Laredo may waive any defects or allow an offeror to submit a correction if the City of Laredo believes doing so would not result in an unfair advantage for the offeror, and it is in the City of Laredo's interest. Further, if the Auditor of the City of Laredo does not certify a PROPOSAL due to lateness, the City of Laredo will not open it. After the initial review, the City of Laredo will forward all timely, complete, and properly formatted PROPOSAL'S to the selection committee.

5. REQUEST FOR DEMONSTRATIONS: The City of Laredo may require offerors to provide a demonstration of their products or services. The demonstrations are after the initial review. The demonstrations will use and follow a provided demonstration script. If a demonstration(s) is required, it will be informed by the Public Health Department.

6. EVALUATION

Category (Criteria)	Points	Description
Technical Approach & Methodology	25	- Clear EPA Method 327 implementation. - Demonstrated understanding and ability to conduct 24-hour integrated sampling, 5-days frequency, 30 days monitoring campaign. - Prior EtO project monitoring experience.
Sampling Plan & Execution	15	- Adequate plan to deploy 8 canisters per event, plus 1 field blank, 1 duplicate, and 1 spiked sample (11 total). - Site election rationale, rotation strategy, and field documentation compliance.
QA/QC Protocols	15	-Certified canisters, leak/flow checks, CCV,SSCV,MDL <20 pptv or 1/10th of 0.2µg /m³, corrective actions, QA/QC documentation.
Laboratory Certification & Capacity	15	- Capacity to perform Method 327 lab, trace-level. EtO capacity, batch QA integrity, turnaround, prior relevant performance.
Data Management & Reporting	10	- Complete data packages, metadata, QA/QC logs. -EPA benchmark comparisons, trend analysis, clear reporting.
Public Health & Stakeholder Coordination	10	-Stakeholder support capacity, public health communication, exceedance response, community engagement experience.
Cost Proposal	10	-Reasonable total cost. - Transparent breakdown (labor, lab fees, equipment, travel, and QA), alignment with scope.
Total	100	

7. SCOPE OF SERVICES/WORK

7.1 QUALIFICATIONS REQUIREMENTS The contractor must meet the following minimum qualifications:
- Minimum of 3 years of direct experience in ambient air monitoring for hazardous pollutants, including ethylene oxide (EtO) or similar hazardous air pollutants using Method 327 or equivalent high-precision trace-level methods.
- Proven use of EPA Methods 327, including the use of fused-silica lined stainless-steel canisters and/or SUMMA canisters, deployment planning, and certified laboratory analysis with GC-MS.
- Documented capacity to implement strict QA/QC protocols, including field precision checks, calibration verification, and method detection limit (MDL) assurance.
- Provide at least three (3) relevant references comparable community-based or fenceline air monitoring projects completed within the past 5 years.

7.2 SCOPE OF WORK

Task 1: Project Management and Planning
- Develop and submit a comprehensive monitoring plan consistent with EPA Method 327, detailing sample collection, equipment calibration, QA/QC, reporting timelines, and contingency actions.
- Identify and justify monitoring locations, including considerations for wind direction, proximity to sources and community risk.
- Define a canister rotation strategy to enhance spatial coverage and reduce sampling bias.
- Coordinate with Public Health Department staff for site access, permissions, safety, and logistics.

Deliverables:
- Final monitoring plan, including siting justification, schedule, and QA/QC procedures.
- Project schedule, prefer Gantt chart or equivalent.
- Site access and safety plan.
- Communication and notification protocol.

Task 2: Field Monitoring
- Conduct ambient air sampling every 5 days for a minimum of 30 days (6 events).

- Deploy eight (8) fused-silica lined canisters or SUMMA canisters per event positioned along the facility fenceline and/or community perimeter, plus 1 field blank, 1 duplicate, and 1 spiked sample per event; 11 total canisters.
- Each sample must be collected 24-hour period following Method 327 flow control requirements.
- Perform leak testing, flow verification, and documentation for each device before deployment.
- Ensure proper canister placement and handling to prevent contamination.
- Maintain chain-of-custody records for all samples.

Deliverables:
- Field sampling logs (per event).
- Equipment calibration and flow verification records.
- Chain-of-custody forms.
- Incident and equipment maintenance logs (if applicable).

Task 3: Laboratory Analysis
- Use a certified laboratory for Method 327 analysis, capable of meeting the MDL requirement of <20 pptv or 1/10th of 0.2 µg/m³ (whichever is higher).
- Conduct GC-MS analysis with proper analytical batch QA/QC, including continuing calibration verification, method blanks, duplicate precision, and second-source calibration verification.
- Provide EtO concentration for each site and calculate "deltaC" for each event with detailed calculation process.
- Ensure document of daily instrument performance and calibration logs.

Deliverables:
- Any data files involved in the project.
- QA/QC reports (including SSCV, CCV, batch blanks, etc.)
- Methodology documentation and instrument calibration logs.

Task 4: Data Reporting and Communication
- Submit electronic data after each event.
- Submit a comprehensive final report at the end of the campaign, including EtO concentrations at each site for each event, "deltaC" for each event, averaged rolling "deltaC" for the whole project, exceedance tracking vs EPA's action level (0.2 µg/m³), interpretation of spatial and temporal trends, root cause analysis for any exceedance and mitigation recommendations.
- Archive and transmit all supporting files: raw data, QA/QC records, calibration and chain-of-custody logs.
- Support communication with community stakeholders if public health concerns arise.
- Assist the City in responding to any regulatory or public inquiries.

Deliverables:
- Event-based data reports, with concentration summaries and QA/QC results
- Final comprehensive summary report, includes data interpretation, trends, exceedance documentation, root cause analysis, and recommendations regarding health risks associated with EtO exposure in community settings.
- Public health communication brief (if required).
- Complete electronic archive (QA/QC data, GC-MS files, calibration records, metadata).

Price:	$58,614.00	Total:	$58,614.00

Response Total: $58,614.00

FY25-075 EtO Air Quality Monitoring Services

RECOMMENDATION PANEL Rating Tabulation

Tabulation by: Tania Herrera

Panel Members: Amelia Solis, Gilbert Garcia III, Yonghong Luo

	Firms Listed in Alphabetical Order					
Evaluation Criteria	MAXIMUM RATING *	AECOM Technical Services, Inc.	Montrose Environmental Group			
Technical Approach & Methodology: **- Clear EPA Method 327 implementation.** **- Demonstrated understanding and ability to conduct 24-hour integrated sampling, 5-days frequency, 30 days monitoring campaign.** **- Prior EtO project monitoring experience**	25	65	53			
Sampling Plan & Execution: - **Adequate plan to deploy 8 canisters per event, plus 1 field blank, 1 duplicate, and 1 spiked sample (11 total).** **- Site selection rationale, rotation strategy, and field documentation compliance.**	15	33	43			
QA/QC Protocols: **- Certified canisters, leak/flow checks, CCV, SSCV, MDL <20 pptv or 1/10th of 0.2 µg/m³, corrective actions, QA/QC documentation.**	15	40	40			
Laboratory Certification & Capacity: - **Capacity to perform Method 327 lab, trace-level EtO capacity, batch QA integrity, turnaround, prior relevant performance.**	15	38	32			
Data Management & Reporting: - **Complete data packages, metadata, QA/QC logs** **- EPA benchmark comparisons, trend analysis, clear reporting**	10	28	28			
Public Health & Stakeholder Coordination: - **Stakeholder support capacity, public health communication, exceedance response, community engagement experience**	10	30	0			
Cost Proposal: - **Reasonable total cost.** **- Transparent breakdown (labor, lab fees, equipment, travel, and QA), alignment with scope.**	10	29	23			

TOTAL POINTS	***100***	***263***	***219***			

Solicitation Open Date: 08/11/2025 ***Solicitation Close Date: 08/08/2025***

Panel Recommendation: Select **AECOM TECHNICAL SERVICES, INC.**

Comments: NA

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 21.**

SUBJECT
Authorizing the City Manager to enter into and execute a contract between Pictometry, an Eagleview Company, and the City of Laredo to provide digital aerial imagery for the South Texas Region in the amount of $353,000.00. This is a one-time payment for a three-year term.The aerial imagery will be used by 9-1-1 Regional Administration GIS and Database personnel, as well as by 9-1-1 Public Safety Answering Points (PSAPs) or call centers to update the existing level of service. Eagleview is a Sole Source vendor. Funding is available in the Regional 9-1-1 Fund.

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

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2023 and ending on August 31, 2025.

The aerial imagery will be purchased through Pictometry, an Eagleview Company. As a leader in the field of high resolution geo-referenced imagery, Eagleview holds 40 U.S. patents with an additional 28 patents pending, and is considered a Sole Source vendor. This will be a single flight project that will allow the 9-1-1 Database to be updated on a regional level. The imagery provided will be for several counties within the South Texas Region, including Jim Hogg, Starr and Zapata Counties. This is a one-time payment for a three-year term.

Aerial photography will be used to assist entities in providing 9-1-1 physical addresses and also assist 9-1-1 call centers, as well as first responders to better identify locations of incidents. The data obtained from this flight will replace outdated imagery caused by continuous changes created by commercial and residential developments.

Regional Administration GIS and Database personnel will be able to measure distance, height, elevation, and/or area when using these oblique images in their daily database and mapping functions. These features have provided the 9-1-1 Administration Staff and 9-1-1 Coordinators with the capability to verify locations through oblique aerial photography rather than physically going out to every location in the four county region.

Current imagery is a crucial component of the 9-1-1 database, as it is an enhancement for location accuracy and a fundamental element of mapping management. Due to the fact that the current imagery being utilized for these counties was last updated completely in 2017, it must be replaced to improve the 9-1-1 information we have available.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	State
Account #:	258
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT: Funds are available in the 9-1-1 Regional Fund RCOM25.

Description	Expense Account No.	Allocated Fund Strategic Plan FY24-25
GIS	258-5568-523.82-09	353,000.00

DRAFT

CUSTOMER NAME:	City of Laredo, TX
ATTN:	Amanda Tienda
CUSTOMER ADDRESS:	912 Matamoros St. Laredo, Texas 78042
CUSTOMER PHONE:	(956) 794-1788
CUSTOMER E-MAIL:	atienda@ci.laredo.tx.us

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of the date of last signature below (the "Effective Date") by and between the Customer identified above ("Customer") and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 ("EagleView"). Customer and EagleView may be referred to individually as "Party" and, collectively, as "Parties." EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **"Account"** means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.

1.2. "**Activation**" means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. **"Authorized User"** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

1.4. **"Confidential Information"** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView's roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser's Confidential Information.

1.5. **"Documentation"** means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.

1.6. **"Fee"** means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.

1.7. **"Intellectual Property Rights"** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **"Malware"** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **"Order Form"** means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. **"Products and Services"** means EagleView's proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. **Access to the Products and Services.** Subject to Customer's compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer's failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services' technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and

Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER

EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO

NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving

its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]

CUSTOMER	EAGLEVIEW
CITY OF LAREDO, TX	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:**
TITLE:	**TITLE:**
EXECUTION DATE:	**EXECUTION DATE:**

EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]

ORDER FORM

CUSTOMER NAME:	City of Laredo, TX
ORDER FORM TERM (DURATION):	3 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE: This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and City of Laredo, TX.	

ORDER #
LC-10013010

BILL TO
City of Laredo, TX
Amanda Tienda
912 Matamoros St. Laredo, Texas 78042
(956) 794-1788
atienda@ci.laredo.tx.us

SHIP TO
City of Laredo, TX
Amanda Tienda
912 Matamoros St. Laredo, Texas 78042
(956) 794-1788
atienda@ci.laredo.tx.us

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1208519	Kevin Beers	Triennial

PROJECT 1

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
3530	EagleView Cloud - Imagery - 6in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 6in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.

1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
12	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	$353,000.00

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

If EagleView Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If EagleView Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

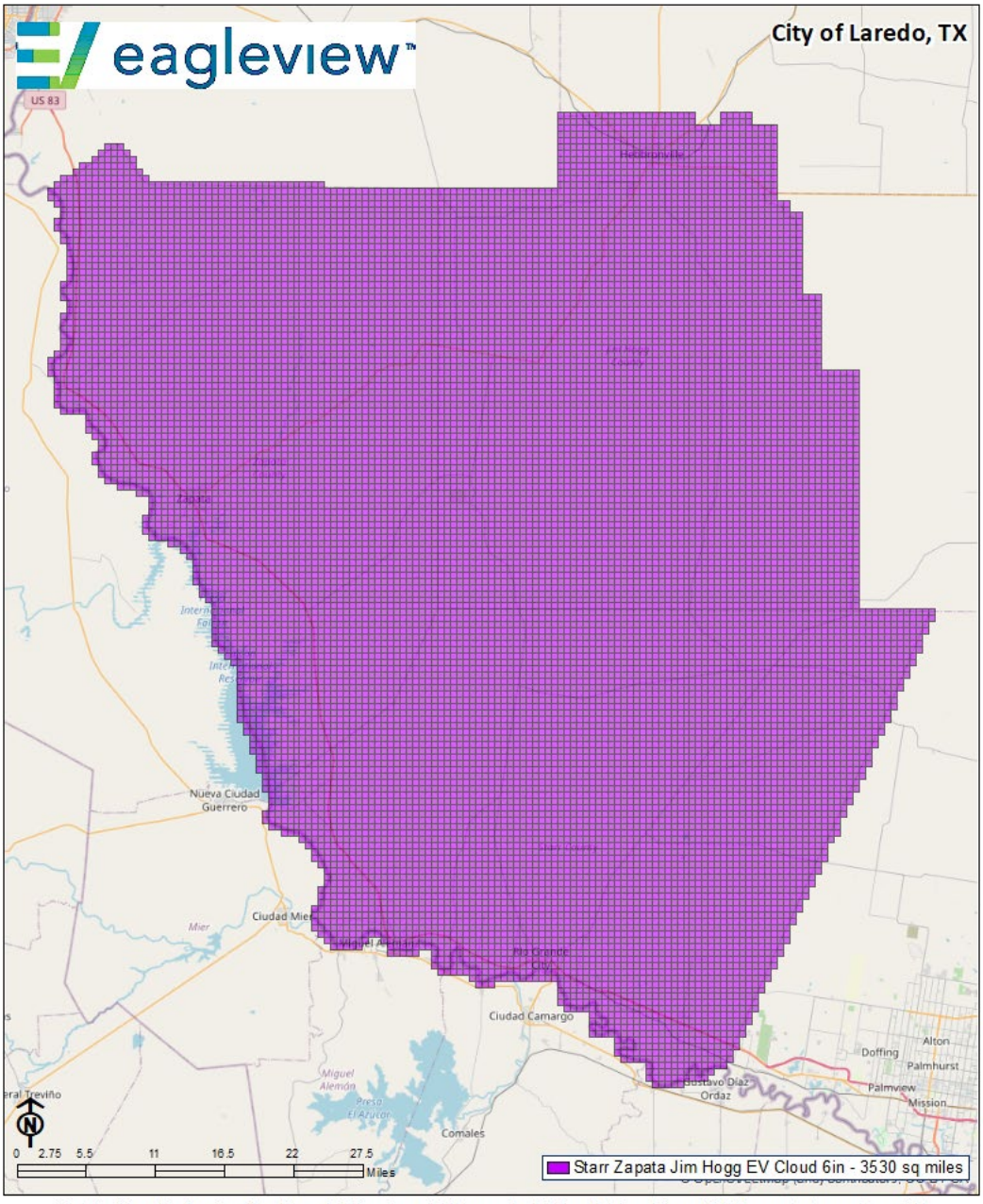
This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured "as-is".

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S) IF APPLICABLE



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL). openstreetmap.org/copyright

[Signature page follows]

This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

CUSTOMER	EAGLEVIEW
CITY OF LAREDO, TX	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:**
TITLE:	**TITLE:**
EXECUTION DATE:	**EXECUTION DATE:**

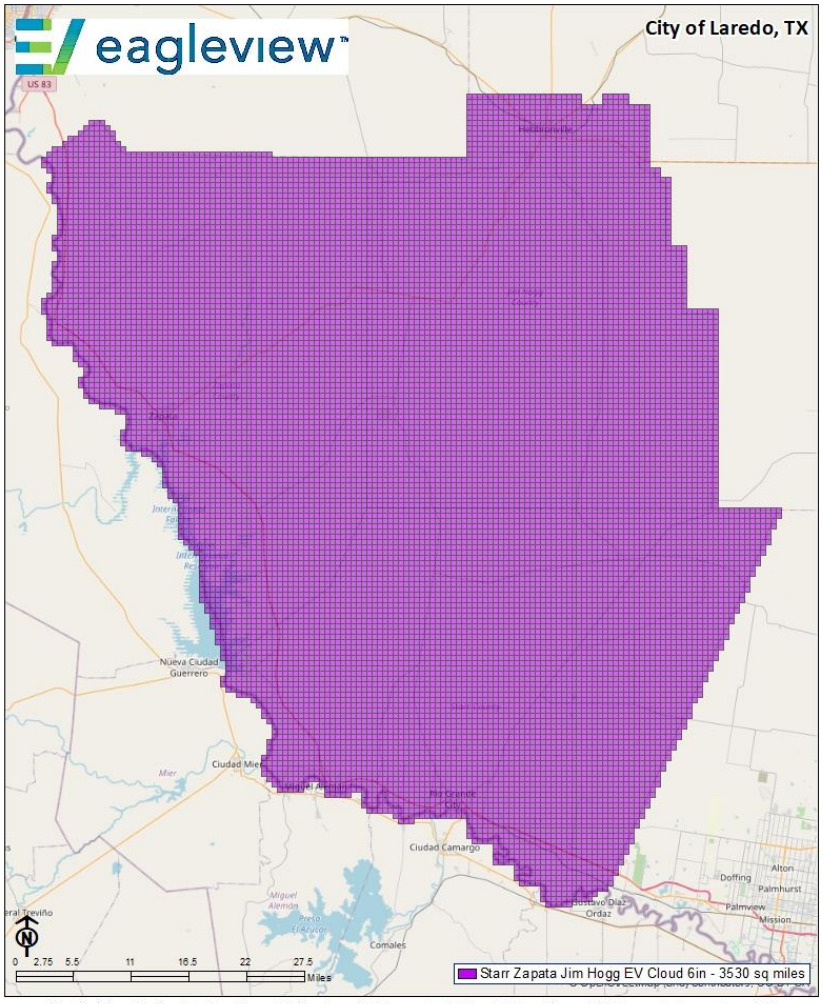
Budget Proposal

Proposal For: City of Laredo - Starr, Zapata, Jim Hogg
Project Name: 6" Oblique & Ortho Imagery
Initial Term: 3 Years

EagleView Rep: Kevin Beers
Phone: (512) 850-7662
Email: kevin.beers@eagleview.com

Quote Date: 5/9/2025
Expiration Date: 9/6/2025

QTY	PRODUCT NAME	SALES PRICE
3,530	EagleView Cloud - Imagery	
	GSD: 6in	
	Refresh Frequency: 3-Year Refresh	
	Start Year: 2025	
1	EagleView Cloud - Physical Delivery - Ortho	
1	EagleView Cloud - Software	
1	EagleView Cloud - Comprehensive Integration Bundle	
1	EagleView Cloud - Authorized Subdivisions	
1	EagleView Cloud - Early Access	
1	EagleView Cloud - Disaster Response Program	
12	EagleView Cloud - Years Capture History	
	Total Price	**$353,000.00**



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL). openstreetmap.org/copyright

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

City of Laredo Sole Source Affidavit

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) Robert Locke
   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: Eagleview
   Address: 25 Methodist Hill Drive
   City, State, Zip Code: Rochester, NY 14623
   Telephone Number: (585) 486-0093
   Fax Number: ( )
   E-mail Address: bob.locke@eagleview.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:
   Eagleview (formerly known as Pictometry) - historical oblique aerial imagery, flown over many years for the City of Laredo, TX.
   Eagleview Cloud, web-based software platform - the only web platform for utilizing Eagleview imagery, and only available directly from Eagleview.

3. Competition in providing the above-named item(s) is precluded due to:

   _____ A patent
   __x__ 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.

Rob Locke — **Signature of Authorized Official**

President — **Title of Authorized Official**

July 25, 2025 — **Date**

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 25th day of July, State of New York, County of Monroe.

Signature of Applicant

Signature of Notary Public

Purchasing Department Use ONLY

Approved ✓ as per Jaquavin Rdz, ACA

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 7/31/25

DEBORAH S CAMPANELLA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA0001518
Qualified in Monroe County
My Commission Expires 02-15-2027

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 22.**

SUBJECT
Authorizing the City Manager to enter into and execute a contract between Intrado and the City of Laredo for maintenance renewal to purchase Software Subscription Support and Software Protection and Remote Technical Services Support through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract EC07-23 in the total amount of $71,984.38. This software and technical support will be provided for each of eight (8) Public Safety Answering Points (PSAPs) located throughout the South Texas Region for a one-year period. Funding is available in the Regional 9-1-1 Fund.

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

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2025 and ending on August 31, 2027.

The Software Subscription Support and Software Protection and Remote Technical Services Support will be purchased from Intrado through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-23. This software and technical support will be provided for each of eight (8) Public Safety Answering Points (PSAPs) located throughout the South Texas Region, including Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Zapata County Sheriff's Office, Starr County Sheriff's Office, Roma Police Department, Rio Grande Police Department, and the 9-1-1 Training Center. This support will be used in order to ensure that the software utilized for the 9-1-1 equipment is maintained by Intrado and access to technical assistance is readily available in the event of system failure. In addition, this support ensures that the software utilized for the 9-1-1 equipment automatically receives the most recent software upgrades.

This support will ensure complete coverage of software and technical maintenance for a one-year period from September 1, 2025 through August 31, 2027

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	State
Account #:	258
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Funds are available in the 9-1-1 Regional Fund RCOM26.

Description	Expense Account No.	Allocated Fund Strategic Plan FY26-27
Equipment Maint.	258-5568-523-82.06	$71,984.38

Maintenance Renewal: September 1, 2025 – August 31, 2026

Quarterly Billing

for

Laredo/STDC 911, TX

(Direct. All Intrado products and services are on H-GAC Buy contract #EC07-23.)

Quote Number: 78570

Version: 1

Created: May 06, 2025

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

Summary All Sites

Site	Price
Laredo Police Department - Host	$22,149.04
Starr County - Host	$11,074.52
Jim Hogg County Sheriff's Office	$5,537.26
Roma Police Department	$5,537.26
Rio Grande City Police Department	$5,537.26
Webb County Sheriff's Office	$5,537.26
Zapata County Sheriff's Office	$5,537.26
Training Center	$11,074.52
Total:	**$71,984.38**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 5				$71,984.38	**$71,984.38**
Totals				**$71,984.38**	**$71,984.38**

Summary: This quote provides pricing for 1 year of maintenance services for Laredo/STDC 911, TX PSAPs. **Effective: 1 SEP 2025 - 31 AUG 2026**. Intrado will send quarterly invoices. With a 30-day cancellation notice, the final invoice will be adjusted accordingly

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Summary - Laredo Police Department - Host

Total Positions	8

Item#	Description	Qty	List Price	Selling Price	Total
Total Protection Services					
P10349	Total Protection Service, Primary Position - Year 5	8	$2,768.63	$2,768.63	$22,149.04
				Subtotal	**$22,149.04**

Summary - Starr County - Host

Total Positions	4

Item#	Description	Qty	List Price	Selling Price	Total
Total Protection Services					
P10349	Total Protection Service, Primary Position - Year 5	4	$2,768.63	$2,768.63	$11,074.52
				Subtotal	**$11,074.52**

Summary - Jim Hogg County

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
Total Protection Services					
P10349	Total Protection Service, Primary Position - Year 5	2	$2,768.63	$2,768.63	$5,537.26
				Subtotal	**$5,537.26**

Summary - Roma Police Department

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
Total Protection Services					
P10349	Total Protection Service, Primary Position - Year 5	2	$2,768.63	$2,768.63	$5,537.26
				Subtotal	**$5,537.26**

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Summary - Rio Grande City Police Department

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
Total Protection Services					
P10349	Total Protection Service, Primary Position - Year 5	2	$2,768.63	$2,768.63	$5,537.26
				Subtotal	**$5,537.26**

Summary - Webb County Sheriff's Office

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
Total Protection Services					
P10349	Total Protection Service, Primary Position - Year 5	2	$2,768.63	$2,768.63	$5,537.26
				Subtotal	**$5,537.26**

Summary - Zapata County Sheriff's Office

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
Total Protection Services					
P10349	Total Protection Service, Primary Position - Year 5	2	$2,768.63	$2,768.63	$5,537.26
				Subtotal	**$5,537.26**

Summary - Training Center

Total Positions	4

Item#	Description	Qty	List Price	Selling Price	Total
Total Protection Services					
P10349	Total Protection Service, - Year 5	4	$2,768.63	$2,768.63	$11,074.52
				Subtotal	**$11,074.52**

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Notes

1 This quote provides pricing to renew 1 year of maintenance services for Laredo/STDC 911, TX PSAPs at the following sites. **Effective: 1 SEP 2025 - 31 AUG 2026**. Intrado will bill quarterly. With a 30 day cancellation notice, the final invoice will be adjusted accordingly

	Site	Position #
1	**Laredo PD - Host**	8
2	**Starr County - Host**	2
3	Jim Hogg County	2
4	Roma PD	2
5	Rio Grande City PD	2
6	Webb County SO	4
7	Zapata County SO	2
8	Training Center	4
		26

Previous quotes: 65391 v1, 65396 v2, 73477 v2.

2 **<u>Total Protection Service provides</u>:**

- 24/7 VIPER Alarm (NOC) Monitoring
- 24/7 Remote Technical Support
- Access to all product software updates, enhancements, and new feature releases.
- Access to all future Call Handling platform upgrades at no additional cost [i]
- Hardware repairs and hardware updates to ensure the Intrado VIPER system is operating at peak performance for the duration of system life cycle.[ii]
- Anti-Virus Update Service
- OS Update Service
- Cisco IOS updates for standard Intrado supplied Cisco LAN switches

<u>Conditions not covered under this Service offering</u>

- On-site support services are not included, but available for separate purchase.
- Customer is responsible for the installation of all software maintenance releases, unless On-Site Maintenance Services are purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will assign personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current rate for such Professional services.
- Installation support for Call Handling platform upgrades. Installation services can be purchased separately from Intrado.
- Assistance with third-party software or hardware not provided by Intrado.
- Assistance with user configuration, usage scenarios, and items covered in standard end user training or operating manuals provided to the customer. Support for these subjects is available through purchase of end-user training curriculum.
- Assistance with Geographic Information Systems (GIS) data updates performed by the end user or

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resulting problems.

- Replacement of non-operational hardware not provided by Intrado.
- Replacement of non-operational workstation monitors.
- Hardware items deemed to be non-functional as a result of abuse, Force Majeure or other actions.
- Installation of the replacement hardware, unless On-Site Maintenance Services are purchased.

Terms

VENDOR NAME	**Intrado** Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	erd-ordermanagementteam@intrado.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2023
INVOICING	If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment. If installation is purchased, Customer will be invoiced according to the following terms: • 30% on acceptance of Customer's Order • 30% on shipment • 30% on System Cutover • 10% on Final Acceptance
DELIVERY	TBD
VALIDITY	**Quote expires on November 05, 2025**. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado and is offered solely for the purpose of evaluation.

Optional Signature Page

Customer can purchase the products and services in this Quote by:

- **Issuing a purchase order for the Total Amount of the quote**

OR

- **By signing below**

Intrado Quote Number: 78570 Version: 1 Date Issued: May 06, 2025

Total Purchase Amount (Not including Optional Products or Services): $71,984.38

ACCEPTED AND AGREED:

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: Laredo/STDC 911, TX

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

_____ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

__X__ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

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City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 23.**

SUBJECT
Authorizing the City Manager to enter into and execute contracts between Intrado and the City of Laredo for Text to 9-1-1 Services and ECaTS, Management Information Systems (MIS) Analytics Services for the eight (8) Public Safety Answering Points (PSAPs) throughout the South Texas Region, including Jim Hogg, Starr, Webb and Zapata Counties. These services will be purchased through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract No. EC07-23 in the total amount of $84,571.57. Services will be provided for a one-year period. Funding is available in the 9-1-1 Regional Fund.

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

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrator for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2025 and ending on August 31, 2027.

Text to 9-1-1 Services and ECaTS, a Management Information Systems (MIS) Analytics will be purchased from Intrado through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-23 in the total amount of $84,571.57.

Text to 9-1-1 service will allow users to send 9-1-1 text messages and receive text replies from the PSAP's. Text to 9-1-1 is an essential component of the 9-1-1 program that enhances services for the community.

MIS analytics data will be used to provide 9-1-1 reports on number of 9-1-1 calls for the region to the Commission on State Emergency Communications (CSEC). Services will be provided for the PSAPs

located throughout the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata Counties.

Services will be provided for a one-year period from September 1, 2025 through August 31, 2026. Funding is available in the 9-1-1 Regional Fund for these services.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2025/2026
Budgeted Y/N?:	Y
Source of Funds:	911 Regional Fund
Account #:	258
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funds are available in the 9-1-1 Regional Fund RCOM 26.

Description	Expense Account No.	Allocated Fund Strategic Plan FY26
MIS	258-5568-523-82.08	$68,177.17
Text to 9-1-1	258-5568-523-82.22	$16,394.40
	Total	$83,571.57

ECaTS Renewal: September 1, 2025 – August 31, 2026

Quarterly Billing

for

Laredo/STDC 911, TX

(Direct. All Intrado products and services are on H-GAC Buy contract #EC07-23)

Quote Number: 78569

Version: 1

May 06, 2025

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

Summary All Sites

Site	Price
Laredo Police Department - Host	$9,221.08
Starr County - Host	$8,344.23
Jim Hogg County Sheriff's Office	$8,344.23
Roma Police Department	$8,344.23
Rio Grande Police Department	$8,344.23
Webb County Sheriff's Office	$8,617.47
Zapata County Sheriff's Office	$8,344.23
Training Center	$8,617.47
Total:	**$68,177.17**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 3			$68,177.17		**$68,177.17**
Totals			**$68,177.17**		**$68,177.17**

Summary: This quote provides pricing for 1 year of ECaTS services for Laredo/STDC 911, TX PSAPs. **Effective: 1 SEP 2025 - 31 AUG 2026**. Intrado will send quarterly invoices. With a 30-day cancellation notice, the final invoice will be adjusted accordingly

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Summary - Laredo Police Department - Host

Total Positions 8

Item#	Description	Qty	List Price	Selling Price	Total
ECATS Recurring Services					
ECATS-MISU-A-T3	ECATS MIS Tier 3: (5-9 Pos) - Year 3	1	$4,433.94	$4,433.94	$4,433.94
ECATS-WRA-P1&2-A	ECaTS Addon Module: Wireless Reporting Analysis Reporting and Routing Sheet Management (per PSAP) - Year 3	1	$4,147.25	$3,110.44	$3,110.44
ECATS-DASHBOARD-MIS-A	ECaTS Addon Module: MIS Dashboard (per PSAP) - Year 3	1	$1,676.70	$1,676.70	$1,676.70
				Subtotal	**$9,221.08**

Summary - Starr County - Host

Total Positions 2

Item#	Description	Qty	List Price	Selling Price	Total
ECATS Recurring Services					
ECATS-MISU-A-T1	ECATS MIS Tier 1: (1-2 Pos) per - Year 3	1	$3,557.09	$3,557.09	$3,557.09
ECATS-WRA-P1&2-A	ECaTS Addon Module: Wireless Reporting Analysis Reporting and Routing Sheet Management (per PSAP) - Year 3	1	$4,147.25	$3,110.44	$3,110.44
ECATS-DASHBOARD-MIS-A	ECaTS Addon Module: MIS Dashboard (per PSAP) - Year 3	1	$1,676.70	$1,676.70	$1,676.70
				Subtotal	**$8,344.23**

Summary - Jim Hogg County Sheriff's Office

Total Positions 2

Item#	Description	Qty	List Price	Selling Price	Total
ECATS Recurring Services					
ECATS-MISU-A-T1	ECATS MIS Tier 1: (1-2 Pos) per - Year 3	1	$3,557.09	$3,557.09	$3,557.09
ECATS-WRA-P1&2-A	ECaTS Addon Module: Wireless Reporting Analysis Reporting and Routing Sheet Management (per PSAP) - Year 3	1	$4,147.25	$3,110.44	$3,110.44
ECATS-DASHBOARD-MIS-A	ECaTS Addon Module: MIS Dashboard (per PSAP) - Year 3	1	$1,676.70	$1,676.70	$1,676.70
				Subtotal	**$8,344.23**

Copyright 2025 Intrado

Summary - Roma Police Department

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
ECATS Recurring Services					
ECATS-MISU-A-T1	ECATS MIS Tier 1: (1-2 Pos) - Year 3	1	$3,557.09	$3,557.09	$3,557.09
ECATS-WRA-P1&2-A	ECaTS Addon Module: Wireless Reporting Analysis Reporting and Routing Sheet Management - Year 3	1	$4,147.25	$3,110.44	$3,110.44
ECATS-DASHBOARD-MIS-A	ECaTS Addon Module: MIS Dashboard - Year 3	1	$1,676.70	$1,676.70	$1,676.70
				Subtotal	**$8,344.23**

Summary - Rio Grande Police Department

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
ECATS Recurring Services					
ECATS-MISU-A-T1	ECATS MIS Tier 1: (1-2 Pos) per - Year 3	1	$3,557.09	$3,557.09	$3,557.09
ECATS-WRA-P1&2-A	ECaTS Addon Module: Wireless Reporting Analysis Reporting and Routing Sheet Management (per PSAP) - Year 3	1	$4,147.25	$3,110.44	$3,110.44
ECATS-DASHBOARD-MIS-A	ECaTS Addon Module: MIS Dashboard (per PSAP) - Year 3	1	$1,676.70	$1,676.70	$1,676.70
				Subtotal	**$8,344.23**

Summary - Webb County Sheriff's Office

Total Positions	4

Item#	Description	Qty	List Price	Selling Price	Total
ECATS Recurring Services					
ECATS-MISU-A-T2	ECATS MIS Tier 2: (3-4 Pos) per PSAP - Year 3	1	$3,830.33	$3,830.33	$3,830.33
ECATS-WRA-P1&2-A	ECaTS Addon Module: Wireless Reporting Analysis Reporting and Routing Sheet Management (per PSAP) - Year 3	1	$4,147.25	$3,110.44	$3,110.44
ECATS-DASHBOARD-MIS-A	ECaTS Addon Module: MIS Dashboard (per PSAP) - Year 3	1	$1,676.70	$1,676.70	$1,676.70
				Subtotal	**$8,617.47**

Copyright 2025 Intrado

Summary - Zapata County Sheriff's Office

Total Positions				2	
Item#	**Description**	**Qty**	**List Price**	**Selling Price**	**Total**
ECATS Recurring Services					
ECATS-MISU-A-T1	ECATS MIS Tier 1: (1-2 Pos) per - Year 3	1	$3,557.09	$3,557.09	$3,557.09
ECATS-WRA-P1&2-A	ECaTS Addon Module: Wireless Reporting Analysis Reporting and Routing Sheet Management (per PSAP) - Year 3	1	$4,147.25	$3,110.44	$3,110.44
ECATS-DASHBOARD-MIS-A	ECaTS Addon Module: MIS Dashboard (per PSAP) - Year 3	1	$1,676.70	$1,676.70	$1,676.70
				Subtotal	**$8,344.23**

Summary - Training Center

Total Positions				4	
Item#	**Description**	**Qty**	**List Price**	**Selling Price**	**Total**
ECATS Recurring Services					
ECATS-MISU-A-T2	ECATS MIS Tier 2: (3-4 Pos) per PSAP - Year 3	1	$3,830.33	$3,830.33	$3,830.33
ECATS-WRA-P1&2-A	ECaTS Addon Module: Wireless Reporting Analysis Reporting and Routing Sheet Management (per PSAP) - Year 3	1	$4,147.25	$3,110.44	$3,110.44
ECATS-DASHBOARD-MIS-A	ECaTS Addon Module: MIS Dashboard (per PSAP) - Year 3	1	$1,676.70	$1,676.70	$1,676.70
				Subtotal	**$8,617.47**

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Notes

1 This quote provides pricing to renew 1 year of ECaTS Service for Laredo/STDC 911, TX PSAPS listed below: **Effective: 1 SEP 2025 - 31 AUG 2026**. Quote includes quarterly billing and allows for a 30 day cancellation notice. Final invoice will be adjusted accordingly

	Site	Position #
1	**Laredo PD - Host**	8
2	**Starr County - Host**	2
3	Jim Hogg County	2
4	Roma PD	2
5	Rio Grande City PD	2
6	Webb County SO	4
7	Zapata County SO	2
8	Training Center	4
		26

Previous quotes: 65396 v2, 73478 v3

3 **ECaTS VIPER Module**

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of years as stated in this Quote.

ECATs services will be provided in accordance with the applicable Service Guide at https://www.intrado.com/legal-privacy/terms/call-handling.

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Terms

VENDOR NAME	**Intrado** Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	erd-ordermanagementteam@intrado.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2023
INVOICING	If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment. If installation is purchased, Customer will be invoiced according to the following terms: • 30% on acceptance of Customer's Order • 30% on shipment • 30% on System Cutover • 10% on Final Acceptance
DELIVERY	TBD
VALIDITY	**Quote expires on November 05, 2025**. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado. and is offered solely for the purpose of evaluation.

Optional Signature Page

Customer can purchase the products and services in this Quote by:

- **Issuing a purchase order for the Total Amount of the quote**

OR

- **By signing below**

Intrado Quote Number: 78569 Version: 1 Date Issued: May 06, 2025

Total Purchase Amount (Not including Optional Products or Services): $68,177.17

ACCEPTED AND AGREED:

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: Laredo/STDC 911, TX

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

_____ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

__X__ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

TXT29-1-1 Renewal: September 1, 2025 – August 31, 2026

for

Laredo/STDC 911, TX

(**Direct. All Intrado products and services are on H-GAC Buy contract #EC07-23.)**

Quote Number: 78568

Version: 1

May 06, 2025

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

Summary All Sites

Item	Price
Laredo Police Department - Host	$4,440.15
Starr County - Host	$1,707.75
Jim Hogg County	$1,707.75
Roma Police Department	$1,707.75
Rio Grande City Police Department	$1,707.75
Webb County Sheriff's Office	$1,707.75
Zapata County Sheriff's Office	$1,707.75
Training Center	$1,707.75
Total:	**$16,394.40**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 9			$16,394.40		**$16,394.40**
Totals			**$16,394.40**		**$16,394.40**

Summary - Laredo Police Department - Host

Total Positions	8

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Recurring Services					
ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 9	1	$4,440.15	$4,440.15	$4,440.15
				Subtotal	**$4,440.15**

Summary - Starr County - Host

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Recurring Services					
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 9	1	$1,707.75	$1,707.75	$1,707.75
				Subtotal	**$1,707.75**

Summary - Jim Hogg County

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Recurring Services					
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 9	1	$1,707.75	$1,707.75	$1,707.75
				Subtotal	**$1,707.75**

Summary - Roma Police Department

Total Positions	2

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Recurring Services					
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 9	1	$1,707.75	$1,707.75	$1,707.75
				Subtotal	**$1,707.75**

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Summary - Rio Grande City Police Department

Total Positions 2

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Recurring Services					
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 9	1	$1,707.75	$1,707.75	$1,707.75
				Subtotal	**$1,707.75**

Summary - Webb County Sheriff's Office

Total Positions 4

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Recurring Services					
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 9	1	$1,707.75	$1,707.75	$1,707.75
				Subtotal	**$1,707.75**

Summary - Zapata County Sheriff's Office

Total Positions 2

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Recurring Services					
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 9	1	$1,707.75	$1,707.75	$1,707.75
				Subtotal	**$1,707.75**

Summary - Training Center

Total Positions 4

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Recurring Services					
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 9	1	$1,707.75	$1,707.75	$1,707.75
				Subtotal	**$1,707.75**

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Notes

1 This quote provides a renewal of TXT29-1-1 Service for Laredo/STDC 911, TX PSAPs.
Effective: 1 SEP 2025 - 31 AUG 2026

	Site	Position #
1	**Laredo PD - Host**	8
2	**Starr County - Host**	2
3	Jim Hogg County	2
4	Roma PD	2
5	Rio Grande City PD	2
6	Webb County SO	4
7	Zapata County SO	2
8	Training Center	4
		26

Previous quote: 71743 v2.

2 Pricing is based on the number of positions and PSAPs in the quote. The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by Intrado.

Text is provided into the Call Handling system either via ITS or ESInet, depending on transport method used.

TXT29-1-1 services will be provided in accordance with the applicable Service Guide at https://www.intrado.com/legal-privacy/terms/call-handling.

PSAP billing will begin upon completion of deployment and text readiness delivery from Intrado to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

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Terms

VENDOR NAME	**Intrado** Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	erd-ordermanagementteam@intrado.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2023
INVOICING	If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment. If installation is purchased, Customer will be invoiced according to the following terms: • 30% on acceptance of Customer's Order • 30% on shipment • 30% on System Cutover • 10% on Final Acceptance
DELIVERY	TBD
VALIDITY	**Quote expires on November 05, 2025**. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
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Optional Signature Page

Customer can purchase the products and services in this Quote by:

- **Issuing a purchase order for the Total Amount of the quote**

OR

- **By signing below**

Intrado Quote Number: 78568 Version: 1 Date Issued: May 06, 2025

Total Purchase Amount (Not including Optional Products or Services): $16,394.40

ACCEPTED AND AGREED:

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: Laredo/STDC 911, TX

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

_____ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

__X__ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 24.**

SUBJECT
Authorizing the City Manager to enter into and execute contract payments with AT&T Corp. and the City of Laredo for a one-time cost to build out the fiber infrastructure for Starr County and monthly recurring charges for AT&T Dedicated Internet (ADI) Ports and ADI Access. Services will enhance the 9-1-1 Network and Backup Network for the South Texas Region. The total amount for fiber build out and monthly recurring charges will be $310,030.00. Pricing was provided through the Texas Department of Information Resources, AT&T Texas 2021-CTSA-002. Payments are for a one-year period. Funding is available in the 9-1-1 Regional Fund.

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

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata.

The contract between AT&T Corp. and the City of Laredo will be for a one-time cost to build out the fiber infrastructure for Starr County and monthly recurring charges for AT&T Dedicated Internet (ADI) Ports and ADI Access. Services will enhance the 9-1-1 Network and Backup Network for the South Texas Region. The total amount for fiber build out and monthly recurring charges will be $310,030.00. Payments will be for a one-year period.

This contract will provide services for the Public Safety Answering Points (PSAPs) in the South Texas Region, including Jim Hogg County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Starr County Sheriff's Office, Webb County Sheriff's Office, Zapata County Sheriff's Office, the Laredo Police Department, and the Backup Training Center located at the 9-1-1 Regional Administration building.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	State
Account #:	258
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funds are available in the 9-1-1 Regional Fund RCOM25.

Vendors	Services	Projected Amount
AT&T Corp.	RPC Network 258-5568-523.82-26	310,030.00

Agency Name	City of Laredo 9-1-1		
Date	06/05/25	Pricing by	Trasey Allen 214-202-4985

End User Location(s)

100 East 6th St Rio Grande City, TX 78582

Itemized Service Charges	QTY	Rate	Rate w/DIR Markup (per site)	Total Monthly Rate	Special Construction	SC w/DIR Markup (non-waivable)	Install Charges	Waived Install Charges w/DIR Markup**
1G ADI Port AT&T Managed	1	$231.25	$259.00	$259.00	$0.00	$0.00	$0.00	$0.00
1G ADI Access	1	$3,126.50	$3,501.68	$3,501.68	$236,518.80	$264,901.06	$0.00	$0.00
Total				**$3,760.68**		**$264,901.06**	**$0.00**	**$0.00**

Order Type: NEW
- Quantity: 1
- Applied Service: ADI
- Customer Service Location Info
-City of Laredo 911
-100 East 6th St
-Rio Grande City, TX 78582
-Floor: 1st
-NPA-NXX: 956487
- Access Provider: AT&T of Texas
- Access Type: Switched
- Capacity: 1G
- Customer Interface: 1000 Base LX

***Please confirm interface as this will result in provisioning delays and the need for resubmission of a new request.**

•Special construction involved which amounts to $236,518.80.
- There is 45,000 feet of buried fiber involved in this project
•The estimated installation interval for this service is 57 days
•If IOC backhaul is required, the estimated interval extends to 120-180 business days (won't know until project is underway and closer to installation)
•The actual installation interval will be negotiated on a case-by-case basis at the time of sale.

Important Quote/Service Information:

1. Pricing includes DIR's CRF (Cost Recovery Fee).
2. TEX-AN 2021 Contract rates will prevail over quotes provided by AT&T.
3. Pricing does **not** include any Municipal/Regulatory charges and valid for 90 days.
4. Services assume AT&T Texas facilities exist and no special construction will be required. If special construction is required and it results in a higher rate for the specific service, then DIR and /or the Customer, as appropriate, will have the option to accept the new rate or withdraw the request for that specific service.

AT&T Virtual Private Network and its associated components term is equivalent 24 month minimum term period per line without exception. Termination Liability will apply if the service is disconnected prior to the end of the 24 month term. **Termination Liability will be determined based on the number of months remaining in the term times 50% of the applicable monthly rates.

AT&T Texan 2021- CTSA-002

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 25.**

SUBJECT
Consideration to renew contract FY23-060 to Enterprises Rent-A-Car for providing rental of vehicles for the Laredo Police Department in an estimated yearly cost of $189,000.00. This contract secures fifteen vehicles for the LPD Auto Theft Unit. The term of this contract between the City of Laredo and Enterprise Rent-A-Car, was for a period of one year with option to renewal three additional one-year periods upon mutual agreement of parties. This is the second of three extension periods. This contract will commence on September 1, 2025. Funding is available in the Auto Theft Task Force Fund and General Fund-Police Department.

PREVIOUS COUNCIL ACTION
Contract was approved by City Council on August 21, 2023.
Contract Renewal 1 was approved by City Council on August 5, 2024.

BACKGROUND
The City received two bids, one from Enterprise Rent-A-Car (Laredo, TX) and one from Acme Auto Leasing, LLC. (North Haven, CT). Enterprise Rent-A-Car priced each midsize unit at $1,050 for a total contract amount of $189,000.00 while Acme Auto Leasing, LLC. priced them at $995.00 with a $1,200 delivery fee per vehicle for a total contract amount of $197,100.00. Therefore, Enterprise Rent -A-Car was the lowest bidder. The term of this contract shall be for one (1) year commencing September 1, 2023 through August 31, 2024; thereafter, the contract may be extended for three additional one-year period contingent upon availability of funds and upon mutual agreement of the parties.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Grant and General Fund
Account #:	222-2385 & 101-2322
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funds will be available in the Auto Theft Task Force fund account (222-2385-523-3730) Project: AUTO25 and General Fund (101-2322-523-3730), contractual services, “Rental of Equipment” line item budget.

City of Laredo
Purchasing Division

Renewal Letter

August 6, 2025

Mr. Dan Culver
Enterprises Holding, LLC
1505 Harry Wurzbach
San Antonio, Texas 78209

Re: Rental of Vehicles – Laredo Police Department
Contract FY23-060
Extension II

Dear Mr. Culver,

A contract for Rental of Vehicles to the Laredo Police Department was approved by City Council and awarded to your company on August 5, 2024. The term of this contract was for a period of one (1) year which commenced in September 1, 2023. This contract has an option to renew three (3) additional (1) one year periods upon mutual agreement of parties. This is the second of three extension periods.

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. Documentation may be emailed to mbosquez@ci.laredo.tx.us.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata

Purchasing Agent

Enterprise Holding, LLC

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Dan Culver

Print Name: Dan Culver

Date: August 6th, 2025

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 26.**

SUBJECT
Consideration to renew contract FY22-083 with Holguin Cleaners, Laredo, Texas for providing laundry and dry-cleaning services to the Laredo Police Department in the amount not to exceed $100,000.00. This is a laundry and dry-cleaning services contract for police uniforms and non-uniforms; in accordance to the provisions of the collective bargaining agreement. The term of this contract was for a period of one-year subject to future appropriations; contract may be extended for two additional one-year periods, upon mutual agreement of the parties. This is the last extension period. Contract will commence on September 2025. Funding is available in the General Fund-Police Department.

PREVIOUS COUNCIL ACTION
Contract was approved by City Council on September 6, 2022.
Contract renewal 1 was approved by City Council on August 21, 2023.
Contract renewal 2 was approved by City Council on August 5, 2024.

BACKGROUND
The City went out on formal bids and received one (1) bid submittal through Cit-E-Bid for awarding an annual contract for Dry Cleaning and Laundry Services for Laredo Police uniforms and non-police uniforms; in accordance to the provisions of the collective bargaining agreement. Vendor will be required to itemize all items with the respective price and bill on actual services rendered. The term of this contract shall be for the period of year; subject to future appropriations; contract may be extended for three additional one-year period each upon mutual agreement of the parties.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	General Fund
Account #:	101-2366-523-1800
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funds are available in the Police Department's contractual services, linen and laundry service line item budget. The City obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division

Renewal Letter

July 25, 2025

Mr. Jesus Holguin
Holguin Cleaners
2705 N. Buena Vista Ave.
Laredo, Texas, 78043

Re: Police Uniform Laundry Services and Non-Uniform Dry Cleaning – Laredo Police Department
Contract FY22-083
Extension III

Dear Mr. Holguin,

A contract for providing Laundry and Dry Cleaning Services to the Laredo Police Department was approved by City Council and awarded to your company on August 5, 2024. The term of this contract was for a period of one (1) year. This contract has an option to renew three (3) additional (1) one year periods upon mutual agreement of parties. This is the last extension period.

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. Documentation may be emailed to mbosquez@ci.laredo.tx.us.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata

Purchasing Agent

Holguin Cleaners

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Jesus J Holguin

Print Name: JESUS J. HOLGUIN

Date: 7-31-25

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 27.**

SUBJECT
Consideration to renew annual service contract FY24-086 to provide electric motor repair services with the following vendors:

1. RAMSA Electric of Laredo, Texas in an annual amount of up to $400,000.00;

2. Delta House Electric & Motor, of Freer, Texas in an annual amount of up to $375,000.00.

Repairs are for motors with horsepower ratings ranging from 1/8 HP to 400 HP that are used in water and wastewater operations. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of three one-year extension periods. All services will be purchased on an as needed basis. Funding is available in the Waterworks and Sewer System Funds.

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

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 8/19/24.

BACKGROUND
This contract establishes pricing for repairs on motors with horsepower ratings ranging from 1/8 HP to 400 HP and will service the electric motor used in the water and wastewater operations. There was no price increase during the last extension period. This is the first of three one-year extension periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

A complete bid tabulation is attached for review.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	Waterworks and Sewer System Funds.
Account #:	557-4120 533-2030 & 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.

				RAMSA		Delta House Electric and Motor Rewind, Inc	
				Total Price	$41,861.70	Total Price	$77,841.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors****Repairs to include: Rewind, Dip in Varnish and Bake	1	EA	**$5,229.00**	$5,229.00	$11,760.00	$11,760.00
1.1	HP: 1/8Volts: 115.0Frame: 48.00	1	Repair Cost with New Bearing	**$100.80**		$225.00	
1.2	HP: 1/6Volts: 115.0Frame: 48.00	1	Repair Cost with New Bearing	**$100.80**		$225.00	
1.3	HP: 1/3Volts: 115/230Frame: 56.00	1	Repair Cost with New Bearing	**$111.60**		$275.00	
1.4	HP: 1/3Volts: 115.00Frame: 56.00	1	Repair Cost with New Bearing	**$111.60**		$275.00	
1.5	HP: 1/3Volts: 115.00Frame: 48.00	1	Repair Cost with New Bearing	**$111.60**		$275.00	
1.6	HP: 1/3Volts:230/460Frame: 56.00	1	Repair Cost with New Bearing	**$111.60**		$275.00	
1.7	HP: 1/4Volts:115/230Frame: 56-Z	1	Repair Cost with New Bearing	**$103.50**		$325.00	
1.8	HP: 1/4Volts:115.00Frame: 56-Z	1	Repair Cost with New Bearing	**$103.50**		$325.00	
1.9	HP: 3/4Volts:115.00Frame: 48-Y	1	Repair Cost with New Bearing	**$126.90**		$345.00	
1.10	HP: 3/4Volts:115/230Frame: 56.00	1	Repair Cost with New Bearing	**$126.90**		$345.00	
1.11	HP: 3/4Volts:230/460Frame: 56.00	1	Repair Cost with New Bearing	**$126.90**		$345.00	
1.12	HP:1.0Volts:115/230Frame: XA48Y	1	Repair Cost with New Bearing	**$206.10**		$455.00	
1.13	HP:1 1/2Volts:115/230Frame: 145-T	1	Repair Cost with New Bearing	**$206.10**		$485.00	
1.14	HP:2Volts:208/230/460Frame: 145-T	1	Repair Cost with New Bearing	**$248.40**		$575.00	
1.15	HP:2Volts:115/230Frame: 182-T	1	Repair Cost with New Bearing	**$248.40**		$575.00	
1.16	HP:2Volts:220/440Frame: 213.00	1	Repair Cost with New Bearing	**$248.40**		$575.00	
1.17	HP:3Volts:230/460Frame: 215.00	1	Repair Cost with New Bearing	**$280.80**		$600.00	
1.18	HP:3Volts:220/440Frame: 213.00	1	Repair Cost with New Bearing	**$280.80**		$600.00	
1.19	HP:3Volts:230/460Frame: 182.00	1	Repair Cost with New Bearing	**$280.80**		$600.00	
1.20	HP:3Volts:560.00Frame: 225.00	1	Repair Cost with New Bearing	**$280.80**		$600.00	
1.21	HP:3Volts:230/460Frame: 254.00	1	Repair Cost with New Bearing	**$280.80**		$600.00	
1.22	HP:5Volts:230/460Frame: 182.00	1	Repair Cost with New Bearing	**$319.50**		$675.00	
1.23	HP:5Volts:220/440Frame: 215.00	1	Repair Cost with New Bearing	**$319.50**		$675.00	
1.24	HP:7 1/2Volts:220/440Frame: 213.00	1	Repair Cost with New Bearing	**$365.40**		$710.00	
1.25	HP:9.40Volts:440 (sub. pump)	1	Repair Cost with New Bearing	**$427.50**		$800.00	
2	Section II: 10 To 60 H.P. Electric Motors ****Repairs to include: Rewind, Dip in Varnish and Bake	1	EA	**$11,718.90**	$11,718.90	$24,135.00	$24,135.00
2.1	HP: 10Volts: 230/460Frame: 215-T	1	Repair Cost with New Bearing	**$382.50**		$850.00	
2.2	HP: 10Volts:230/460Frame: 256-T	1	Repair Cost with New Bearing	**$382.50**		$850.00	
2.3	HP:15Volts: 220/440Frame: 364-U	1	Repair Cost with New Bearing	**$442.80**		$925.00	

2.4	HP: 15Volts:220/440Frame: 324-C	1	Repair Cost with New Bearing	**$442.80**		$925.00	
2.5	HP: 15Volts:208/22/440Frame: 326-SSO	1	Repair Cost with New Bearing	**$442.80**		$925.00	
2.6	HP: 15Volts:220/440Frame: 326.00	1	Repair Cost with New Bearing	**$442.80**		$925.00	
2.7	HP: 15Volts:220/440Frame: 324.00	1	Repair Cost with New Bearing	**$442.80**		$925.00	
2.8	HP: 15Volts:230.00Frame: 256-T	1	Repair Cost with New Bearing	**$442.80**		$925.00	
2.9	HP:20Volts:220/440Frame: 286-Y	1	Repair Cost with New Bearing	**$502.20**		$995.00	
2.10	HP:20Volts:230/460Frame: 256-T	1	Repair Cost with New Bearing	**$502.20**		$995.00	
2.11	HP:25Volts:220/440Frame: 365.00	1	Repair Cost with New Bearing	**$540.90**		$1,050.00	
2.12	HP:30Volts:209/220/440Frame: 326-UP	1	Repair Cost with New Bearing	**$570.60**		$1,100.00	
2.13	HP:15Volts:230/460Frame: 254-T	1	Repair Cost with New Bearing	**$442.80**		$925.00	
2.14	HP:15Volts:230/460Frame: 254-JP	1	Repair Cost with New Bearing	**$442.80**		$925.00	
2.15	HP:20Volts:220/440Frame: 364.00	1	Repair Cost with New Bearing	**$502.20**		$995.00	
2.16	HP:25Volts:220/440Frame: 284.00	1	Repair Cost with New Bearing	**$540.90**		$1,050.00	
2.17	HP:30Volts:209/220Frame: 294.00	1	Repair Cost with New Bearing	**$570.60**		$1,100.00	
2.18	HP:30Volts:440.00Frame: 286.00	1	Repair Cost with New Bearing	**$570.60**		$1,100.00	
2.19	HP:30Volts:440.00Frame: 405.00	1	Repair Cost with New Bearing	**$570.60**		$1,100.00	
2.20	HP:40Volts:230/460Frame: 326U	1	Repair Cost with New Bearing	**$753.30**		$1,675.00	
2.21	HP:40Volts:230/460Frame: 365U	1	Repair Cost with New Bearing	**$753.30**		$1,675.00	
2.22	HP:60Volts:220/240Frame: 364TS	1	Repair Cost with New Bearing	**$1,034.10**		$2,200.00	
3	Section III: 60 To 100 H.P. Electric Motors****Repairs to include: Rewind, Dip in Varnish and Bake	1	EA	**$24,913.80**	$24,913.80	$41,946.00	$41,946.00
3.1	HP: 60Volts: 230/460Frame: Any Frame	1	Repair Cost with New Bearing	**$1,370.70**		$2,500.00	
3.2	HP: 75Volts:230/460Frame: Any Frame	1	Repair Cost with New Bearing	**$1,576.80**		$2,950.00	
3.3	HP:95Volts: 230/460Frame: Any Frame	1	Repair Cost with New Bearing	**$2,501.10**		$3,941.00	
3.4	HP: 100Volts:230/460Frame: Any Frame	1	Repair Cost with New Bearing	**$2,501.10**		$4,300.00	
3.5	HP: 125Volts:460Frame: Any Frame	1	Repair Cost with New Bearing	**$2,664.90**		$4,490.00	
3.6	HP: 200Volts:220/440Frame: Any Frame	1	Repair Cost with New Bearing	**$2,918.70**		$4,895.00	
3.7	HP: 300Volts:220/440Frame: Any Frame	1	Repair Cost with New Bearing	**$3,141.00**		$5,345.00	
3.8	HP:350Volts:230.00Frame: Any Frame	1	Repair Cost with New Bearing	**$3,480.30**		$5,675.00	
3.9	HP:400Volts:220/440Frame: Any Frame	1	Repair Cost with New Bearing	**$4,759.20**		$7,850.00	

	Lewis Electric Motors And Pumps		Texas Machine Shop Pump Services LLC	
	Total Price	$199,300.00	Total Price	$204,077.00
Line #	Unit	Extended	Unit	Extended
1	$44,100.00	$44,100.00	$17,748.00	$17,748.00
1.1	$1,500.00		$400.00	
1.2	$1,500.00		$400.00	
1.3	$1,500.00		$404.00	
1.4	$1,500.00		$408.00	
1.5	$1,500.00		$412.00	
1.6	$1,500.00		$416.00	
1.7	$1,500.00		$420.00	
1.8	$1,500.00		$424.00	
1.9	$1,500.00		$428.00	
1.10	$1,500.00		$432.00	
1.11	$1,500.00		$436.00	
1.12	$1,500.00		$440.00	
1.13	$1,500.00		$600.00	
1.14	$1,500.00		$560.00	
1.15	$1,500.00		$565.00	
1.16	$1,500.00		$550.00	
1.17	$1,500.00		$718.00	
1.18	$2,000.00		$720.00	
1.19	$2,000.00		$715.00	
1.20	$2,000.00		$720.00	
1.21	$2,000.00		$720.00	
1.22	$2,000.00		$1,317.00	
1.23	$2,000.00		$1,318.00	
1.24	$2,000.00		$725.00	
1.25	$4,600.00		$3,500.00	
2	$67,500.00	$67,500.00	$77,629.00	$77,629.00
2.1	$2,400.00		$1,427.00	
2.2	$2,400.00		$1,427.00	
2.3	$3,100.00		$3,125.00	

2.4	$3,200.00		$3,225.00	
2.5	$3,400.00		$3,300.00	
2.6	$3,100.00		$3,275.00	
2.7	$3,100.00		$3,275.00	
2.8	$3,100.00		$3,300.00	
2.9	$2,600.00		$3,375.00	
2.10	$2,400.00		$3,375.00	
2.11	$2,600.00		$3,150.00	
2.12	$4,100.00		$4,375.00	
2.13	$2,100.00		$3,300.00	
2.14	$2,500.00		$3,300.00	
2.15	$2,600.00		$3,375.00	
2.16	$2,600.00		$3,150.00	
2.17	$3,300.00		$4,375.00	
2.18	$3,100.00		$4,375.00	
2.19	$3,400.00		$4,375.00	
2.20	$3,700.00		$4,750.00	
2.21	$4,200.00		$4,750.00	
2.22	$4,500.00		$5,250.00	
3	$87,700.00	$87,700.00	$108,700.00	$108,700.00
3.1	$4,200.00		$5,250.00	
3.2	$5,100.00		$6,000.00	
3.3	$6,300.00		$7,250.00	
3.4	$6,300.00		$7,600.00	
3.5	$7,100.00		$8,125.00	
3.6	$11,600.00		$13,750.00	
3.7	$13,100.00		$16,875.00	
3.8	$16,500.00		$20,625.00	
3.9	$17,500.00		$23,225.00	

City of Laredo
Purchasing Division
Renewal Notice

June 12, 2025

Mr. Raul Mireles
RAMSA Electric Mechanic
7305 San Dario, #274
Laredo, Texas 78041

Re: Electric Motor Repairs
Contract FY24-086
Extension I

Dear Mr. Mireles,

This is to inform you that the contract FY24-086 which was approved by City Council on August 19, 2024 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Items under contract:

Section I - 9 ½ H.P. and under, Alternative Current (AC) electric motors
Section II - 10 to 60 H.P. electric motors
Section III - 60 to 100 H.P. electric motors

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

RAMSA Electric Mechanic

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Raul Mireles Salinas

Date: 06/13/2025

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

City of Laredo
Purchasing Division
Renewal Notice

June 12, 2025

Mr. Fernando Guzman
Delta House Electric and Motor Rewind
212 Forrest Street
Freer, Texas 78357

Re: Electric Motor Repairs
Contract FY24-086
Extension I

Dear Mr. Guzman,

This is to inform you that the contract FY24-086 which was approved by City Council on August 19, 2024 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Items under contract:

Section I - 9 ½ H.P. and under, Alternative Current (AC) electric motors
Section II - 10 to 60 H.P. electric motors
Section III - 60 to 100 H.P. electric motors

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Delta House Electric and Motor Rewind

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Reynaldo Guzman

Date: 6/13/25

City of Laredo
Purchasing Division
Letter of Award

August 20, 2024

Mr. Raul Mireles
RAMSA Electric Mechanic
7305 San Dario, #274
Laredo, Texas 78041

Re: Electric Motor Repairs
Contract FY24-086
Approved by City Council on August 19, 2024

Dear Mr. Mireles,

This is to inform you that contract FY24-086 was approved by City Council on August 19, 2024. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three extension periods. Your company will be the **primary vendor** for this contract.

The items awarded to your company include:

Section I - 9 ½ H.P. and under, Alternative Current (AC) electric motors
Section II - 10 to 60 H.P. electric motors
Section III - 60 to 100 H.P. electric motors

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to ealdape@ci.laredo.tx.us

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
Letter of Award

August 20, 2024

Mr. Fernando Guzman
Delta House Electric and Motor Rewind
212 Forrest St.
Freer, Texas 78357

Re: Electric Motor Repairs
Contract FY24-086
Approved by City Council on August 19, 2024

Dear Mr. Guzman,

This is to inform you that contract FY24-086 was approved by City Council on August 19, 2024. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three extension periods. Your company will be the **secondary vendor** for this contract.

The items awarded to your company include:

Section I - 9 ½ H.P. and under, Alternative Current (AC) electric motors
Section II - 10 to 60 H.P. electric motors
Section III - 60 to 100 H.P. electric motors

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to ealdape@ci.laredo.tx.us

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 8/19/2024 **Consent Agenda 40.**

SUBJECT
Consideration to award an annual service contract for FY24-086 to provide electric motor repair services from the following bidders:

1. RAMSA Electric of Laredo, Texas in an amount of up to $400,000.00 (Primary Vendor);

2. Delta House Electric & Motor, of Freer, Texas in an amount of up to $375,000.00 (Secondary Vendor).

Repairs are for motors with horsepower ratings ranging from 1/8 HP to 400 HP that are used in water and wastewater operations. The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for three, additional one-year periods upon mutual agreement of the parties. All services will be purchased on an as needed basis. Funding is available in the Waterworks and Sewer System Funds.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received four (4) proposals through Cit-E-Bid for awarding an annual service contract for electric motor repair service to a primary and secondary vendor. Contract pricing has been secured on motors with horsepower ratings ranging from 1/8 HP to 400 HP and will service the electric motor used in the water and wastewater operations. This contract has three (3) one-year extension periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

In determining the Best Value for the City of Laredo, the following factors were considered by the Utilities Department, in accordance with corresponding weights, in evaluating the proposals:

Criteria	Maximum Points
Contractor's Profile & Qualifications	25
Motor Repair Experience & Location	25
Pricing	20
Bidder's Current & Past Contract Compliance	30
Experienced	

Vendor	Score
RAMSA Electric	96.5
Delta House Electric & Motor	96.0

Lewis Electric Motors	78.0
Texas Machine Shop Pump Services	75.0

A detailed bid tabulation, vendor's bid submittal, and the scoring sheet are attached for review.

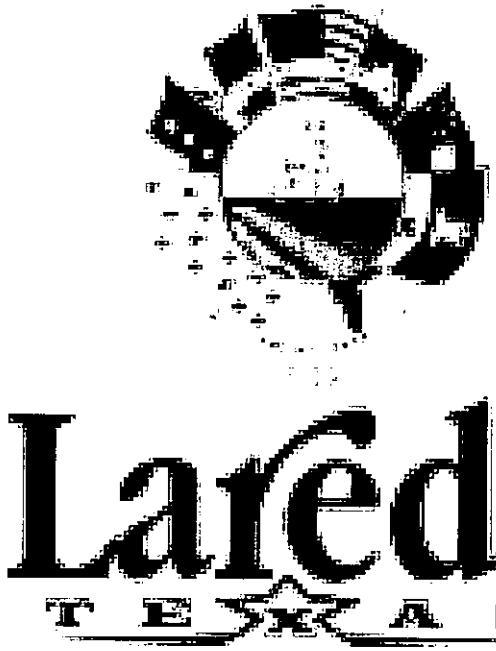
COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Waterworks and Sewer System Funds
Account #:	557-4120-533-2030 & 559-4210-533-2030
Change Order: Exceeds 25% Y/N:	NA

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.



FY24-086
RAMSA
RAMSA
Supplier Response

Event Information

Number: FY24-086
Title: FY24-086 Electric Motor Repairs - Utilities Department
Type: Request For Proposal
Issue Date: 6/21/2024
Deadline: 7/15/2024 05:00 PM (CT)
Notes: **Utilities Department point of contacts:**

Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us
Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

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

RAMSA Information

Contact: Raul Mireles
Address: 207 W RYAN ST
LAREDO
LAREDO, TX 78041
Phone: (956) 999-4263
Email: RAMSAELECTROMECHANIC@YAHOO.COM

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

RAUL MIRELES SALINAS
Signature

ricardoramsa@yahoo.com
Email

Submitted at 7/15/2024 02:11:10 PM (CT)

Response Attachments

scan_20240715134417.pdf

ATTACHMENT

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ I agree
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** RAMSA ELECTROMECHANIC INC, RAUL MIRELES SLAINAS, 9565681497
4	**State how long under has the business been in its present business name** 12 YEARS
5	**If applicable, list all other names under which the Business identified above operated in the last five years** N0
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO
9	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)
10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes

13	**Construction Contract** Construction Contract Requires Acknowledgement ☑ Acknowledge
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) RAUL MIRELES SALINAS
17	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-086 Electric Motor Repairs - Utilities Department
18	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** RAMSA ELECTROMECHANIC INC
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.** 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. *No response*
21	**Question 5. List any individuals or entities 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. *No response*
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.

No response

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 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

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. 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

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 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
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 RAUL MIRELES SALINAS PRESIDENT RAMSA ELECTROMECHANIC INC
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 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information

shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041ealdape@ci.laredo.tx.us _ Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the

proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.
Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."
If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of

this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

41 **Insurance Terms and Conditions**

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

☑ I agree my insurance meets minumum requirements

42 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

43

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

44	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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
45	**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*
46	**Contractor's Profile & Qualifications (Max 25 Points)** **Contractor's Profile & Qualifications (Max 25 Points)** It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment. ********Documentation Shall Be Uploaded onto Cit-E-Bid********** ☑ Yes
47	**Motor Repair Experience and Location (Max 20 Points)** **Motor Repair Experience and Location (Max 20 Points)** Describe you past motor repair experience. Location. ********Documentation Shall Be Uploaded onto Cit-E-Bid********** ☑ Yes
48	**Bidder's Past Relationship with the City of Laredo (Max 30 Points)** Describe you past business relationship with the City of Laredo. Feedback from existing clients. Provide a minimum of three references. ********Documentation Shall Be Uploaded onto Cit-E-Bid********** ☑ Yes

Bid Lines

1	**Package Header** Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors ****Repairs to include: Rewind, Dip in Varnish and Bake Quantity: 1 UOM: EA Total: $5,229.00 Item Notes:

Package Items

1.1 HP: 1/8
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $100.80 Total: $100.80

1.2 HP: 1/6
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $100.80 Total: $100.80

1.3 HP: 1/3
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $111.60 Total: $111.60

1.4 HP: 1/3
Volts: 115.00
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $111.60 Total: $111.60

1.5 HP: 1/3
Volts: 115.00
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $111.60 Total: $111.60

1.6 HP: 1/3
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $111.60 Total: $111.60

1.7 HP: 1/4
Volts: 115/230
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: $103.50 Total: $103.50

1.8 HP: 1/4
Volts: 115.00
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: $103.50 Total: $103.50

1.9 HP: 3/4
Volts: 115.00
Frame: 48-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $126.90 Total: $126.90

1.10 HP: 3/4
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $126.90 Total: $126.90

1.11 HP: 3/4
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $126.90 Total: $126.90

1.12 HP: 1.0
Volts: 115/230
Frame: XA48Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $206.10 Total: $206.10

1.13 HP: 1 1/2
Volts: 115/230
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $206.10 Total: $206.10

1.14 HP: 2
Volts: 208/230/460
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $248.40 Total: $248.40

1.15 HP: 2
Volts: 115/230
Frame: 182-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $248.40 Total: $248.40

1.16 HP: 2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $248.40 Total: $248.40

1.17 HP: 3
Volts: 230/460
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.18 HP: 3
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.19 HP: 3
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.20 HP: 3
Volts: 560.00
Frame: 225.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.21 HP: 3
Volts: 230/460
Frame: 254.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.22 HP: 5
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $319.50 Total: $319.50

1.23 HP: 5
Volts: 220/440
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $319.50 Total: $319.50

1.24 HP: 7 1/2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $365.40 Total: $365.40

1.25 HP: 9.40
Volts: 440 (sub. pump)

Quantity: 1 UOM: Repair Cost with New Bearing Price: $427.50 Total: $427.50

2 Package Header

Section II: 10 To 60 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total: $11,718.90

Item Notes:

Package Items

2.1 HP: 10
Volts: 230/460
Frame: 215-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $382.50 Total: $382.50

2.2 HP: 10
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $382.50 Total: $382.50

2.3 HP: 15
Volts: 220/440
Frame: 364-U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.4 HP: 15
Volts: 220/440
Frame: 324-C

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.5 HP: 15
Volts: 208/22/440
Frame: 326-SSO

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.6 HP: 15
Volts: 220/440
Frame: 326.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.7 HP: 15
Volts: 220/440
Frame: 324.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.8 HP: 15
Volts: 230.00
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.9 HP: 20
Volts: 220/440
Frame: 286-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $502.20 Total: $502.20

2.10 HP: 20
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $502.20 Total: $502.20

2.11 HP: 25
Volts: 220/440
Frame: 365.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $540.90 Total: $540.90

2.12 HP: 30
Volts: 209/220/440
Frame: 326-UP

Quantity: 1 UOM: Repair Cost with New Bearing Price: $570.60 Total: $570.60

2.13 HP: 15
Volts: 230/460
Frame: 254-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.14 HP: 15
Volts: 230/460
Frame: 254-JP

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.15 HP: 20
Volts: 220/440
Frame: 364.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $502.20 Total: $502.20

2.16 HP: 25
Volts: 220/440
Frame: 284.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $540.90 Total: $540.90

2.17 HP: 30
Volts: 209/220
Frame: 294.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $570.60 Total: $570.60

2.18 HP: 30
Volts: 440.00
Frame: 286.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $570.60 Total: $570.60

2.19 HP: 30
Volts: 440.00
Frame: 405.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $570.60 Total: $570.60

2.20 HP: 40
Volts: 230/460
Frame: 326U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $753.30 Total: $753.30

2.21 HP: 40
Volts: 230/460
Frame: 365U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $753.30 Total: $753.30

2.22 HP: 60
Volts: 220/240
Frame: 364TS

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,034.10 Total: $1,034.10

3 Package Header

Section III: 60 To 100 H.P. Electric Motors

****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total: $24,913.80

Item Notes:

Package Items

3.1 HP: 60
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,370.70 Total: $1,370.70

3.2 HP: 75
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,576.80 Total: $1,576.80

3.3 HP: 95
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,501.10 Total: $2,501.10

3.4 HP: 100
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,501.10 Total: $2,501.10

3.5 HP: 125
Volts: 460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,664.90 Total: $2,664.90

3.6 HP: 200
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,918.70 Total: $2,918.70

3.7 HP: 300
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $3,141.00 Total: $3,141.00

3.8 HP: 350
Volts: 230.00
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $3,480.30 Total: $3,480.30

3.9 HP: 400
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $4,759.20 Total: $4,759.20

Response Total: $41,861.70

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS

ELECTRIC MOTOR REPAIRS
UTILITIES DEPARTMENT
Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 AM at the Office of the City Secretary on July 16, 2024.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Electric Motor Repairs – Utilities Department
FY24-086

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on July 15, 2024**; and all proposals received will be opened and **acknowledged at 11:00 A.M.** at the Office of the City Secretary on **July 16, 2024.**

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Proposal: Electric Motor Repairs – Utilities Department
FY24-086

Proposals can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 21ST DAY OF JUNE 2024.

For: Mario I. Maldonado Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 **REJECTION OF PROPOSALS** The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 **WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 **LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 **CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.
All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO INTERIM PURCHASING AGENT

Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary vendor for this contract.**

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the proposal requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the propsal documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

(g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice before cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. The insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

6. Certificate of Interested Parties (Form 1295) **Upon Award of Proposal Only**

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran,

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Request for Proposals
Electric Motor Repairs
Utilities Department

15.0 Scope of Work

The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contracts for electric motor repair services for the City of Laredo Utilities Department. Copies of the proposal 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

16.0 Point of Contact

Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

Utilities Department point of contacts:
Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us
Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

16.1 All questions for this proposal shall be uploaded through in Cit-E-Bid before July 3, 2024, 2:00 P.M.

17.0 General Conditions

17.1 Bidders are required to submit their proposals upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

17.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

18.0 General Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.

18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

18.5 An annual contract purchase order will be issued for each City of Laredo Utilities division 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 providing any service.

18.6 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) and labor rates. All items must show unit prices 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.

18.7 All subject price lists should be submitted with this proposal 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 proposal 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.

19.0 General Repair Specifications

19.1 The contract vendor will be required to pay for all shipping and freight charges (outbound/inbound).

19.2 All electric motors requiring machine shop work and/or motor associated parts must first be cleared with the respective department for their approval to charge the machine shop work to the total repairs.

19.3 Installation will be done by the City.

19.4 Bidder must fill in the necessary information pertaining to discounts, price list, and schedule.

19.5 Bidder must bid on all items in each section. Incomplete proposals will not be considered.

19.6 All prices are to include:
Cost of tear-down
Rewind
Dip in varnish
Bake
Re-assemble
Test-run
Repainted: water treatment motors- sky blue, wastewater treatment- gray

19.7 Turn – around time shall not exceed 5 Days.

(Per unit) _____24_____ (hours)

19.8 All repaired electric motors must have a 12-month warranty.

19.9 Bidder must specify whether other frame sizes not in this proposal should be priced on an individual basis or priced as to the closest frame size in proposal.

20.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

20.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

21.0 Shipment

Shipment preparations shall include the following:

21.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.

21.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.

21.3 All pump openings shall be covered adequately to protect pump during shipment.

21.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.

21.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.

21.6 City of Laredo reserves the right to inspect the motor at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.

21.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.

21.8 Emergency work charged to overtime hours for all labor must be authorized by City of Laredo prior to commencement.

21.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

22.0 Documentation

22.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.

22.2 If the existing motor nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.

22.3 Contractor shall provide projected completion and delivery dates with each repair estimate.

22.4 The Contractor must own and operate a fully specialized electric motor repair shop to include specialized equipment-machinery needed to successfully perform the overall repairs of all the motors. The shop facilities location must be within a 150 miles radius from the City of Laredo and in the State of Texas. Also, said shop been must have at minimum 5 years in operations. The city reserves the right to inspect the shop facility to determined compliance with this requirement for proposal acceptance consideration.

22.4.1 Successful bidder will be required to submit 3 reference letters from present or past customers recommending their company's customer satisfaction.

23.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: 9 a.m. to 6 p.m.

Days of week: 5 Days

24.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 13.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

25.0 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.

25.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

26.0 Award of Contract

The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary for this contract.**

Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

26.1 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.

27.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

27.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (as per 29.0)	25
II	Motor Repair Experience & Shop Location (as per 30.0)	25
III	Pricing (as per 31.0)	20
IV	The bidder's Current & Past Contracts Compliance Experienced (as per 32.0)	30
	Total	100

Rating of Definitions for Percentage Method

%	Rating	Definition
0%	Unsatisfactory	Does not satisfy criteria in specifications.
10%	Very Poor to Unsatisfactory	
20%	Very Poor	Meets elements of some criteria minimally.
30%	Poor to Very Poor	

40%	Poor	Meets some criteria at minimum acceptable level.
50%	Average to Poor	
60%	Average	Adequately meets most criteria.
70%	Good to Average	
80%	Good	Exceeds minimum criteria.
90%	Very Good	Provides benefits to the entity in addition to all required criteria.
100%	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	% Meeting Criteria	Sample Points
I	Contractor's Profile & Qualifications (as per 29.0)	25	70%	17.5
II	Motor Repair Experience & Location (as per 30.0)	25	60%	15.0
III	Pricing (as per 31.0)	20	80%	16.0
IV	The bidder's Current & Past Contracts' Compliance Experienced (as per 32.0)	30	90%	27.0
			Total Raw Score	75.5

28.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

29.0 Contractor's Profile & Qualifications (Max 25 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

29.1 Provide an overview of your company (years in service, number of employees, etc.).

34 Years From Experience, 10 Employees

29.2 List of specialized equipment which will be used to comply with this contract obligation.

We have immersion vernish tank, two natural gas furnaces, coil making machine, 5 ton stationary traveling crane 10,000 lbs forklift, stock in bearings, seals, fans, junction boxes, machining area three lathes, welding machine milling machine. We also have 2 service trucks with their 4,000 and 6,000 lbs cranes. And equipment for testing electric motors such as the megger 500 megaomhs, ammeters, dashboards for testing at reduced voltage ph3, 480 Volts, etc.

29.3 Location of specialized motor repair shop.

We are located at 207 West Ryan St, Laredo Texas, 78041.

********Documentation Shall Be Uploaded onto Cit-E-Bid**********

30.0 **Motor Repair Experience and Location (Max 20 Points)**

30.1 Describe you past motor repair experience.

WE HAVE WORKED WITH VERTICAL AND HORIZONTAL ELECTRIC MOTORS FOR MORE THAN 30 YEARS. WE HAVE STOCK OF PARTS FOR REQUIREMENTS THAT OCCUPY THEMOTORS AS WELL AS THE TEAM TO PROVIDE COMPLETE SERVICE TO THE MOTORS.

30.2 Location.

PHYSICAL ADDRESS:
207 W RYAN ST
LAREDO, TX 78041

*******Documentation Shall Be Uploaded onto Cit-E-Bid**********

31.0 Price Schedule (Max 20 Points)

31.1 Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	1/8	115.00	48.00	$ 100.80	SKF
2.0	1/6	115.00	48.00	$ 100.80	SKF
3.0	1/3	115/230	56.00	$ 111.60	SKF
4.0	1/3	115.00	56.00	$ 111.60	SKF
5.0	1/3	115.00	48.00	$ 111.60	SKF
6.0	1/3	230/460	56.00	$ 111.60	SKF
7.0	1/4	115/230	56-Z	$ 103.50	SKF
8.0	1/4	115.00	56-Z	$ 103.50	SKF
9.0	3/4	115.00	48-Y	$ 126.90	SKF
10.0	3/4	115/230	56.00	$ 126.90	SKF
11.0	3/4	230/460	56.00	$ 126.90	SKF
12.0	1.0	115/230	XA48Y	$ 206.10	SKF
13.0	1 1/2	115/230	145-T	$ 206.10	SKF
14.0	2	208/230/460	145-T	$ 248.40	SKF
15.0	2	115/230	182-T	$ 248.40	SKF
16.0	2	220/440	213.00	$ 248.40	SKF
17.0	3	230/460	215.00	$ 280.80	SKF
18.0	3	220/440	213.00	$ 280.80	SKF
19.0	3	230/460	182.00	$ 280.80	SKF
20.0	3	560.00	225.00	$ 280.80	SKF
21.0	3	230/460	254.00	$ 280.80	SKF
22.0	5	230/460	182.00	$ 319.50	SKF
23.0	5	220/440	215.00	$ 319.50	SKF
24.0	7 1/2	220/440	213.00	$ 365.40	SKF
25.0	9.40	440 (sub. pump)		$ 427.50	SKF
			Total	$ 5,229.00	

Company Name: RamsaElectromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 West Ryan St, Laredo Texas 78041

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature:

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.2 Section II: 10 To 60 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	10	230/460	215-T	$ 382.50	SKF
2.0	10	230/460	256-T	$ 382.50	SKF
3.0	15	220/440	364-U	$ 442.80	SKF
4.0	15	220/440	324-C	$ 442.80	SKF
5.0	15	208/22/440	326-SSO	$ 442.80	SKF
6.0	15	220/440	326.00	$ 442.80	SKF
7.0	15	220/440	324.00	$ 442.80	SKF
8.0	15	230.00	256-T	$ 442.80	SKF
9.0	20	220/440	286-Y	$ 502.20	SKF
10.0	20	230/460	256-T	$ 502.20	SKF
11.0	25	220/440	365.00	$ 540.90	SKF
12.0	30	209/220/440	326-UP	$ 570.60	SKF
13.0	15	230/460	254-T	$ 442.80	SKF
14.0	15	230/460	254-JP	$ 442.80	SKF
15.0	20	220/440	364.00	$ 502.20	SKF
16.0	25	220/440	284.00	$ 540.90	SKF
17.0	30	209/220	294.00	$ 570.60	SKF
18.0	30	440.00	286.00	$ 570.60	SKF
19.0	30	440.00	405.00	$ 570.60	SKF
20.0	40	230/460	326U	$ 753.30	SKF
21.0	40	230/460	365U	$ 753.30	SKF
22.0	60	220/240	364 TS	$ 1034.10	SKF
			Total	$ 11,718.90	

Company Name: RAMSA ELECTROMECHANIC INC

Owner/President Name: RAUL MIRELES SALINAS
Company Address: 207 W RYAN ST

City,State,ZipCode:LAREDO,TEXAS,78041

Company Authorized Representative's Signature: _____

Company Representative's Name: RAUL MIRELES SALINAS

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.3 Section III: 60 To 100 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	60	230/460	Any Frame	$ 1370.70	SKF
2.0	75	230/460	Any Frame	$ 1576.80	SKF
3.0	95	230/460	Any Frame	$ 2501.10	SKF
4.0	100	230/460	Any Frame	$ 2501.10	SKF
5.0	125	460	Any Frame	$ 2664.90	SKF
6.0	200	220/440	Any Frame	$ 2918.70	SKF
7.0	300	220/440	Any Frame	$ 3141.00	SKF
8.0	350	230.00	Any Frame	$ 3480.30	SKF
9.0	400	220/440	Any Frame	$ 4759.20	SKF
			Total	$ 24,913.80	

Company Name: RAMSA ELECTROMECHANIC INC

Owner/President Name: RAUL MIRELES SALINAS

Company Address: 207 W RYAN ST

City, State, Zip Code: LAREDO, TEXAS, 78041

Company Authorized Representative's Signature: [signature]

Company Representative's Name: RAMSA ELECTROMECHANIC INC

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

****All sections on this proposal will be awarded to one primary vendor and one secondary vendor based on the Best Value Criteria.****

32.0 **Bidder's Past Relationship with the City of Laredo (Max 30 Points)**

32.1 Describe you past business relationship with the City of Laredo.

SINCE 4 TO 5 YEARS WE HAVE WORKING WITH CITY OF LAREDO WITH CLEAN WATER AND WASTE WATER AND WE HAVE GOOD WORKING RELATION

32.2 Describe you past business relationships with any other governmental agency.

WE HAVE WORKING WITH THE COUNTY AND THE SHERIFF DEPARTAMENT OF LAREDO

32.3 Feedback from existing clients. Provide a minimum of three references.

CITY OF ROMA / JOSE VELA - RAFAEL SAENZ (956)437-3707
CITY OF DEL RIO / CARLOS CANALES (830)775-0579
CITY OF EAGLE PASS / FRITSCHE (830)421-6570
CITY OF ZAPATA / VALDE (956)765-9975
HIDALGO COUNTY / PABLO ZAPATA (956)252-3100
CITY OF PHARR / RAYMUNDO QUINTANILLA (956)784-5384
LAREDO MEDICAL CENTER / GUILLERMO SANCHEZ (956)319-7954

33.0 **Price Adjustment******

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of proposals. Documentation may be emailed to ealdape@ci.laredo.tx.us

34.0 **Termination of Contract**

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:
Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

35.0 **Required Format and Contents of Proposal Submission**

For a proposal to be considered it must contain the following information:
Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

36.0 **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your proposal package

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

Name of Offeror (Business) RAMSA ELECTROMECHANIC INC

Signature of person authorized to sign proposal _____ Date 07-12-2024

Print Name of person authorized to sign proposal RAUL MIRELES SALINAS

Title: PRESIDENT

Business Address: 207 W RYAN ST

City, State, Zip Code: LAREDO, TEXAS, 78041

Telephone Number: (956)568-1497 Fax Number: _____

Contact Person Email Address: RAMSAELECTROMECHANIC@YAHOO.COM

Federal Tax ID Number: 45-5362037

Bidders Principal/Corporate Place of Business Address: 207 W RYAN ST

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

_____

_____

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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No)

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify

This company is not a certified minority business: ☐

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

37.0 **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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733

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

Name _____ Signature _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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.**

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 _____

CITY OF LAREDO
PURCHASING DIVISION

38.0 **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 Ramsa Electromechanic Inc / Raul Mireles Sr Mgr
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 15 day of July 20 24.

Vir Santillan
Notary Public

My commission expires:

July 17, 2025

VIR SANTILLAN NOTARY PUBLIC STATE OF TEXAS EXPIRES JULY 17, 2025 NOTARY ID: 11359455

39.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s):

b) Originating Department(s):

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

Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

entity listed in Question 3

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

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

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

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

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

☐ List of subcontractors:

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

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

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

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

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

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

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

individuals.

☐ List of contributors:

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

☑ **Updates Required**

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

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

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

***Oath**

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

Name (Print) RAUL MIRELES SALINAS | Signature | Title PRESIDENT

RAMSA ELECTROMECHANIC INC
Company or DBA

07-12-2024
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

40.0 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

40.1 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.

40.2 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

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

43.0 **Vendors Instructions:**

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas, 78040 until **5:00 P.M on July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 A.M. at the Office of the City Secretary on July 16, 2024.**

Hand delivered Proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Electric Motor Repairs – Utilities Department
FY24-086

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2024

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: Noe Cubriel, CIC
CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	PHONE (A/C, No, Ext): (956)568-5290 FAX (A/C, No): (956)568-5294 E-MAIL ADDRESS: noe@cubrielinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : THE BURLINGTON INSURANCE COMP.	
INSURER B : REDPOINT COUNTY MUTUAL	
INSURER C : THE HANOVER INSURANCE GROUP	
INSURER D :	
INSURER E : *****UPDATED*****	
INSURER F :	

INSURED

RAMSA ELECTROMECHANIC INC

7305 SAN DARIO # 274
LAREDO, TX 78045

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: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	957BGO9753-01	6/11/2024	6/11/2025	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
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	WRPB2480022	4/2/2024	4/2/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WHD-H360851-03	8/27/2023	8/27/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CITY OF LAREDO
5512 THOMAS AV.
LAREDO, TEXAS 78041

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Noe Cubriel

ORD 25 (2016/03)

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RAMSA ELECTROMECHANIC, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

207 N RYAN ST.

Requester's name and address (optional)

6 City, state, and ZIP code

LAREDO, TX 78041

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 45-5362037

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person [signature] | Date 05/13/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

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 Enrique Quintanilla JR
(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 14 day of 7 20 24.

Notary Public

My commission expires:
4/23/2027

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.**

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

6 **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 _____ 7/14/24

Signature of vendor doing business with the governmental entity — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2024

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PRODUCER	CONTACT NAME: Noe Cubriel, CIC
CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	PHONE (A/C, No, Ext): (956)568-5290 FAX (A/C, No): (956)568-5294 E-MAIL ADDRESS: noe@cubrielinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
RAMSA ELECTROMECHANIC INC 7305 SAN DARIO # 274 LAREDO, TX 78045	INSURER A : THE BURLINGTON INSURANCE COMP.	
	INSURER B : REDPOINT COUNTY MUTUAL	
	INSURER C : THE HANOVER INSURANCE GROUP	
	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: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	957BGO9753-01	6/11/2024	6/11/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	WRPB2480022	4/2/2024	4/2/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] 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? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WHD-H360851-03	8/27/2023	8/27/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

CITY OF LAREDO
5512 THOMAS AV.
LAREDO, TEXAS 78041

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Noe Cubriel

ORD 25 (2016/03)

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
RAMSA ELECTROMECHANIC, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
207 N RYAN ST.

Requester's name and address (optional)

6 City, state, and ZIP code
LAREDO, TX 78041

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 45-5362037

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person [signature] | Date 05/13/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FY24-086
Delta House Electric and Motor Rewind, Inc
Supplier Response

Event Information

Number: FY24-086
Title: FY24-086 Electric Motor Repairs - Utilities Department
Type: Request For Proposal
Issue Date: 6/21/2024
Deadline: 7/15/2024 05:00 PM (CT)
Notes: **Utilities Department point of contacts:**

Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us
Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

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

Delta House Electric and Motor Rewind, Inc Information

Contact: Esmeralda Perez
Address: 212 Forrest
Freer, TX 78357
Phone: (361) 389-3568
Email: delta.milagros@outlook.com

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

Esmeralda Perez
Signature

Delta.milagros@outlook.com
Email

Submitted at 7/12/2024 03:54:48 PM (CT)

Response Attachments

FY24-086 Electric Motor Repairs-Utilities.pdf

Motor rewind response to bid

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ I agree
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Delta House Electric and Motor Rewind, Inc
4	**State how long under has the business been in its present business name** 25
5	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? N/A
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? N/A
9	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes

13 **Construction Contract**

Construction Contract Requires Acknowledgement

☑ Acknowledge

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)

Esmeralda Perez

17 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Electric Motor Repair-Utilities Department FY24-086

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

Fernando Guzman Esmeralda Perez Reynaldo Guzman

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.**

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.

Not applicable

21 **Question 5. List any individuals or entities 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.

Not Applicable

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 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

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. 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

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 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
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 Esmeralda Perez-Bookkeeper Delta House Electric and Motor Rewind, Inc 7/12/2024
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 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information

shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041ealdape@ci.laredo.tx.us . Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the

proposal During the RFP process, bidder, or any persons acting on their benalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.
Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."
If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of

this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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

42	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions

43	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

44	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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
45	**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*
46	**Contractor's Profile & Qualifications (Max 25 Points)** **Contractor's Profile & Qualifications (Max 25 Points)** It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment. ********Documentation Shall Be Uploaded onto Cit-E-Bid********** ☑ Yes
47	**Motor Repair Experience and Location (Max 20 Points)** **Motor Repair Experience and Location (Max 20 Points)** Describe you past motor repair experience. Location. ********Documentation Shall Be Uploaded onto Cit-E-Bid********** ☑ Yes
48	**Bidder's Past Relationship with the City of Laredo (Max 30 Points)** Describe you past business relationship with the City of Laredo. Feedback from existing clients. Provide a minimum of three references. ********Documentation Shall Be Uploaded onto Cit-E-Bid********** ☑ Yes

Bid Lines

1	**Package Header** Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors ****Repairs to include: Rewind, Dip in Varnish and Bake Quantity: 1 UOM: EA Total: $11,760.00 Item Notes:

Package Items

1.1 HP: 1/8
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $225.00 Total: $225.00

1.2 HP: 1/6
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $225.00 Total: $225.00

1.3 HP: 1/3
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $275.00 Total: $275.00

1.4 HP: 1/3
Volts: 115.00
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $275.00 Total: $275.00

1.5 HP: 1/3
Volts: 115.00
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $275.00 Total: $275.00

1.6 HP: 1/3
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $275.00 Total: $275.00

1.7 HP: 1/4
Volts: 115/230
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: $325.00 Total: $325.00

1.8 HP: 1/4
Volts: 115.00
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: $325.00 Total: $325.00

1.9 HP: 3/4
Volts: 115.00
Frame: 48-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $345.00 Total: $345.00

1.10 HP: 3/4
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $345.00 Total: $345.00

1.11 HP: 3/4
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $345.00 Total: $345.00

1.12 HP: 1.0
Volts: 115/230
Frame: XA48Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $455.00 Total: $455.00

1.13 HP: 1 1/2
Volts: 115/230
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $485.00 Total: $485.00

1.14 HP: 2
Volts: 208/230/460
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $575.00 Total: $575.00

1.15 HP: 2
Volts: 115/230
Frame: 182-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $575.00 Total: $575.00

1.16 HP: 2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $575.00 Total: $575.00

1.17 HP: 3
Volts: 230/460
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.18 HP: 3
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.19 HP: 3
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.20 HP: 3
Volts: 560.00
Frame: 225.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.21 HP: 3
Volts: 230/460
Frame: 254.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.22 HP: 5
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $675.00 Total: $675.00

1.23 HP: 5
Volts: 220/440
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $675.00 Total: $675.00

1.24 HP: 7 1/2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $710.00 Total: $710.00

1.25 HP: 9.40
Volts: 440 (sub. pump)

Quantity: 1 UOM: Repair Cost with New Bearing Price: $800.00 Total: $800.00

2 Package Header

Section II: 10 To 60 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total: $24,135.00
Item Notes:

Package Items

2.1 HP: 10
Volts: 230/460
Frame: 215-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $850.00 Total: $850.00

2.2 HP: 10
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $850.00 Total: $850.00

2.3 HP: 15
Volts: 220/440
Frame: 364-U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.4 HP: 15
Volts: 220/440
Frame: 324-C

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.5 HP: 15
Volts: 208/22/440
Frame: 326-SSO

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.6 HP: 15
Volts: 220/440
Frame: 326.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.7 HP: 15
Volts: 220/440
Frame: 324.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.8 HP: 15
Volts: 230.00
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.9 HP: 20
Volts: 220/440
Frame: 286-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $995.00 Total: $995.00

2.10 HP: 20
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $995.00 Total: $995.00

2.11 HP: 25
Volts: 220/440
Frame: 365.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,050.00 Total: $1,050.00

2.12 HP: 30
Volts: 209/220/440
Frame: 326-UP

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,100.00 Total: $1,100.00

2.13 HP: 15
Volts: 230/460
Frame: 254-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.14 HP: 15
Volts: 230/460
Frame: 254-JP

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.15 HP: 20
Volts: 220/440
Frame: 364.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $995.00 Total: $995.00

2.16 HP: 25
Volts: 220/440
Frame: 284.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,050.00 Total: $1,050.00

2.17 HP: 30
Volts: 209/220
Frame: 294.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,100.00 Total: $1,100.00

2.18 HP: 30
Volts: 440.00
Frame: 286.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,100.00 Total: $1,100.00

2.19 HP: 30
Volts: 440.00
Frame: 405.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,100.00 Total: $1,100.00

2.20 HP: 40
Volts: 230/460
Frame: 326U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,675.00 Total: $1,675.00

2.21 HP: 40
Volts: 230/460
Frame: 365U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,675.00 Total: $1,675.00

2.22 HP: 60
Volts: 220/240
Frame: 364TS

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,200.00 Total: $2,200.00

3 Package Header

Section III: 60 To 100 H.P. Electric Motors

****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total: $41,946.00

Item Notes:

Package Items

3.1 HP: 60
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,500.00 Total: $2,500.00

3.2 HP: 75
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,950.00 Total: $2,950.00

3.3 HP: 95
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $3,941.00 Total: $3,941.00

3.4 HP: 100
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $4,300.00 Total: $4,300.00

3.5 HP: 125
Volts: 460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $4,490.00 Total: $4,490.00

3.6 HP: 200
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $4,895.00 Total: $4,895.00

3.7 HP: 300
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $5,345.00 Total: $5,345.00

3.8 HP: 350
Volts: 230.00
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $5,675.00 Total: $5,675.00

3.9 HP: 400
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $7,850.00 Total: $7,850.00

Response Total: $77,841.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS

ELECTRIC MOTOR REPAIRS
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 AM at the Office of the City Secretary on July 16, 2024.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Electric Motor Repairs – Utilities Department
FY24-086

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on July 15, 2024**; and all proposals received will be opened and **acknowledged at 11:00 A.M.** at the Office of the City Secretary on **July 16, 2024.**

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Proposal: Electric Motor Repairs – Utilities Department
FY24-086

Proposals can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 21st DAY OF JUNE 2024.

For: Mario I. Maldonado Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.
All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO INTERIM PURCHASING AGENT

Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary vendor for this contract.**

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the proposal requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the propsal documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

(g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice before cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. The insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

6. Certificate of Interested Parties (Form 1295) **Upon Award of Proposal Only**

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:
A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)
Implementation of House Bill 1295: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.
Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran,

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Request for Proposals
Electric Motor Repairs
Utilities Department

15.0 Scope of Work

The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contracts for electric motor repair services for the City of Laredo Utilities Department. Copies of the proposal 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

16.0 Point of Contact

Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

Utilities Department point of contacts:
Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us
Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

16.1 All questions for this proposal shall be uploaded through in Cit-E-Bid before July 3, 2024, 2:00 P.M.

17.0 General Conditions

17.1 Bidders are required to submit their proposals upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

17.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

18.0 General Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.

18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

18.5 An annual contract purchase order will be issued for each City of Laredo Utilities division 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 providing any service.

18.6 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) and labor rates. All items must show unit prices 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.

18.7 All subject price lists should be submitted with this proposal 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 proposal 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.

19.0 General Repair Specifications

19.1 The contract vendor will be required to pay for all shipping and freight charges (outbound/inbound).

19.2 All electric motors requiring machine shop work and/or motor associated parts must first be cleared with the respective department for their approval to charge the machine shop work to the total repairs.

19.3 Installation will be done by the City.

19.4 Bidder must fill in the necessary information pertaining to discounts, price list, and schedule.

19.5 Bidder must bid on all items in each section. Incomplete proposals will not be considered.

19.6 All prices are to include:
Cost of tear-down
Rewind
Dip in varnish
Bake
Re-assemble
Test-run
Repainted: water treatment motors- sky blue, wastewater treatment- gray

19.7 Turn – around time shall not exceed 5 Days.

(Per unit) 96 (hours)

19.8 All repaired electric motors must have a 12-month warranty.

19.9 Bidder must specify whether other frame sizes not in this proposal should be priced on an individual basis or priced as to the closest frame size in proposal.

20.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

20.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

21.0 Shipment

Shipment preparations shall include the following:

21.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.

21.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.

21.3 All pump openings shall be covered adequately to protect pump during shipment.

21.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.

21.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.

21.6 City of Laredo reserves the right to inspect the motor at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.

21.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.

21.8 Emergency work charged to overtime hours for all labor must be authorized by City of Laredo prior to commencement.

21.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

22.0 Documentation

22.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.

22.2 If the existing motor nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.

22.3 Contractor shall provide projected completion and delivery dates with each repair estimate.

22.4 The Contractor must own and operate a fully specialized electric motor repair shop to include specialized equipment-machinery needed to successfully perform the overall repairs of all the motors. The shop facilities location must be within a 150 miles radius from the City of Laredo and in the State of Texas. Also, said shop been must have at minimum 5 years in operations. The city reserves the right to inspect the shop facility to determined compliance with this requirement for proposal acceptance consideration.

22.4.1 Successful bidder will be required to submit 3 reference letters from present or past customers recommending their company's customer satisfaction.

23.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: 8 a.m. to 5 p.m.

Days of week: Monday- Friday

24.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 13.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

25.0 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.

25.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

26.0 Award of Contract

The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary for this contract.**

Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

26.1 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.

27.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

27.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (as per 29.0)	25
II	Motor Repair Experience & Shop Location (as per 30.0)	25
III	Pricing (as per 31.0)	20
IV	The bidder's Current & Past Contracts Compliance Experienced (as per 32.0)	30
	Total	100

Rating of Definitions for Percentage Method

%	Rating	Definition
0%	Unsatisfactory	Does not satisfy criteria in specifications.
10%	Very Poor to Unsatisfactory	
20%	Very Poor	Meets elements of some criteria minimally.
30%	Poor to Very Poor	

40%	Poor	Meets some criteria at minimum acceptable level.
50%	Average to Poor	
60%	Average	Adequately meets most criteria.
70%	Good to Average	
80%	Good	Exceeds minimum criteria.
90%	Very Good	Provides benefits to the entity in addition to all required criteria.
100%	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	% Meeting Criteria	Sample Points
I	Contractor's Profile & Qualifications (as per 29.0)	25	70%	17.5
II	Motor Repair Experience & Location (as per 30.0)	25	60%	15.0
III	Pricing (as per 31.0)	20	80%	16.0
IV	The bidder's Current & Past Contracts' Compliance Experienced (as per 32.0)	30	90%	27.0
			Total Raw Score	75.5

28.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

29.0 <u>Contractor's Profile & Qualifications (Max 25 Points)</u>

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.

29.1 Provide an overview of your company (years in service, number of employees, etc.).

Delta House Electric has been in business for 25 yrs. There are 3 full-time employees working at the shop. Fernando, Sr. picks up and drops off work. Shop is family owned and operated. Lead is taken by Reynaldo Guzman. Rewind is Rene Hinojosa.

29.2 List of specialized equipment which will be used to comply with this contract obligation.

Shop has coil machine, electric motor rage oven, press machine, testing panels, tools to take out stators, rotors - everything for motor rewind. Machine shop is located next to shop (if needed) Shop also has a varnish tank used to cook stators and used to dip and bake goods.

29.3 Location of specialized motor repair shop.

Shop is located at 212 Forest St., Freer, TX 78357

**********Documentation Shall Be Uploaded onto Cit-E-Bid**********

30.0 Motor Repair Experience and Location (Max 20 Points)

30.1 Describe you past motor repair experience.

Our shop has been in business for 25 years specializing on motor rewind & submersible pump repair.

30.2 Location.

We are located 60 miles north of Laredo, TX. We deliver and pick up atleast 3 times a week. If we are able and willing to go to location anytime necessary.

**********Documentation Shall Be Uploaded onto Cit-E-Bid**********

31.0 Price Schedule (Max 20 Points)

31.1 Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	1/8	115.00	48.00	$ 225.00	SKF
2.0	1/6	115.00	48.00	$ 225.00	SKF
3.0	1/3	115/230	56.00	$ 275.00	SKF
4.0	1/3	115.00	56.00	$ 275.00	SKF
5.0	1/3	115.00	48.00	$ 275.00	SKF
6.0	1/3	230/460	56.00	$ 275.00	SKF
7.0	1/4	115/230	56-Z	$ 325.00	SKF
8.0	1/4	115.00	56-Z	$ 325.00	SKF
9.0	3/4	115.00	48-Y	$ 345.00	SKF
10.0	3/4	115/230	56.00	$ 345.00	SKF
11.0	3/4	230/460	56.00	$ 345.00	SKF
12.0	1.0	115/230	XA48Y	$ 455.00	SKF
13.0	1 1/2	115/230	145-T	$ 485.00	SKF
14.0	2	208/230/460	145-T	$ 575.00	SKF
15.0	2	115/230	182-T	$ 575.00	SKF
16.0	2	220/440	213.00	$ 575.00	SKF
17.0	3	230/460	215.00	$ 600.00	SKF
18.0	3	220/440	213.00	$ 600.00	SKF
19.0	3	230/460	182.00	$ 600.00	SKF
20.0	3	560.00	225.00	$ 600.00	SKF
21.0	3	230/460	254.00	$ 600.00	SKF
22.0	5	230/460	182.00	$ 675.00	SKF
23.0	5	220/440	215.00	$ 675.00	SKF
24.0	7 1/2	220/440	213.00	$ 710.00	SKF
25.0	9.40	440 (sub. pump)		$ 800.00	SKF
			Total	$ 11,760.00	

Company Name: Delta House Electric and Motor Rewind, Inc.

Owner/President Name: Fernando Guzman

Company Address: 212 Forest st

City, State, Zip Code: Freer, TX 78357

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Reynaldo Guzman

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.2 Section II: 10 To 60 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	10	230/460	215-T	$ 850.00	SKF
2.0	10	230/460	256-T	$ 850.00	SKF
3.0	15	220/440	364-U	$ 925.00	SKF
4.0	15	220/440	324-C	$ 925.00	SKF
5.0	15	208/22/440	326-SSO	$ 925.00	SKF
6.0	15	220/440	326.00	$ 925.00	SKF
7.0	15	220/440	324.00	$ 925.00	SKF
8.0	15	230.00	256-T	$ 925.00	SKF
9.0	20	220/440	286-Y	$ 995.00	SKF
10.0	20	230/460	256-T	$ 995.00	SKF
11.0	25	220/440	365.00	$ 1050.00	SKF
12.0	30	209/220/440	326-UP	$ 1100.00	SKF
13.0	15	230/460	254-T	$ 925.00	SKF
14.0	15	230/460	254-JP	$ 925.00	SKF
15.0	20	220/440	364.00	$ 995.00	SKF
16.0	25	220/440	284.00	$ 1050.00	SKF
17.0	30	209/220	294.00	$ 1100.00	SKF
18.0	30	440.00	286.00	$ 1100.00	SKF
19.0	30	440.00	405.00	$ 1100.00	SKF
20.0	40	230/460	326U	$ 1675.00	SKF
21.0	40	230/460	365U	$ 1675.00	SKF
22.0	60	220/240	364 TS	$ 2200.00	SKF
			Total	$ 24,135.00	

Company Name: Delta House Electric and Motor Rewind, Inc

Owner/President Name: Fernando Guzman

Company Address: 212 Forrest st

City, State, Zip Code: Freer, TX 78357

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Reynaldo Guzman

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

31.3 Section III: 60 To 100 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	60	230/460	Any Frame	$ 2500.00	SKF
2.0	75	230/460	Any Frame	$ 2950.00	SKF
3.0	95	230/460	Any Frame	$ 3941.00	SKF
4.0	100	230/460	Any Frame	$ 4300.00	SKF
5.0	125	460	Any Frame	$ 4490.00	SKF
6.0	200	220/440	Any Frame	$ 4895.00	SKF
7.0	300	220/440	Any Frame	$ 5345.00	SKF
8.0	350	230.00	Any Frame	$ 5675.00	SKF
9.0	400	220/440	Any Frame	$ 7850.00	SKF
			Total	$ 41,946.00	

Company Name: Delta House Electric and Motor Rewind, Inc.

Owner/President Name: Fernando Guzman

Company Address: 212 Forest St

City, State, Zip Code: Freer, TX 78357

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Reynaldo Guzman

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

****All sections on this proposal will be awarded to one primary vendor and one secondary vendor based on the Best Value Criteria.****

32.0 **Bidder's Past Relationship with the City of Laredo (Max 30 Points)**

32.1 Describe you past business relationship with the City of Laredo.

The City of Laredo and Delta House have a good working relationship. Anytime there is an emergency we been able to go pick up work at anytime. We fix any issues as soon as possible. We are happy to do business with the City of Laredo. We have had a good relationship with Laredo for 20+ years.

32.2 Describe you past business relationships with any other governmental agency.

No relationship with any other governmental agency.

32.3 Feedback from existing clients. Provide a minimum of three references.

All positive reviews!

Webb County Utilities	1110 Washington St Ste 101 Laredo, TX 78040
Falfurrias Utilities Dep.	120 W Rice St Falfurrias, TX 78355
CoreCivic-Webb Co. Detention	9998 US Hwy 83 Laredo, TX 78046
City of Freer	P.O. Box 329 Freer, TX 78357

33.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of proposals. Documentation may be emailed to ealdape@ci.laredo.tx.us

34.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:
Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

35.0 Required Format and Contents of Proposal Submission

For a proposal to be considered it must contain the following information:
Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

36.0 **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your proposal package

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

Name of Offeror (Business) Delta House Electric and Motor Rewind, Inc.

Signature of person authorized to sign proposal _____ Date _____

Print Name of person authorized to sign proposal Reynaldo Guzman

Title: _____

Business Address: 212 Forrest St

City, State, Zip Code: Freer, TX 78357

Telephone Number: (361) 425-7916 Fax Number: N/A

Contact Person Email Address: delta.milagros@outlook.com

Federal Tax ID Number: 20-0014858

Bidders Principal/Corporate Place of Business Address: 212 Forrest St Freer, TX 78357

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 22 yrs.

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

_____

_____

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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No.)

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify		

This company is not a certified minority business: ☐

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

37.0 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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733

CITY OF LAREDO
PURCHASING DIVISION

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

Reynaldo Guzman _____ _____
Name Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Delta House Electric & Motor Rewind, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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

38.0

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 Fernando Guzman
(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.

Fernando Guzman
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 12 day of July 20 24

Lisa C Lopez
Notary Public

My commission expires:

7-23-2026

LISA C. LOPEZ
Notary Public, State of Texas
Comm. Expires 07-23-2026
Notary ID 3334528

39.0

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First	M.I.	Last	Suffix
Esmeralda		Perez	

***2. Contract Information.**

a) Contract or Project name(s):

Electric Motor Repair-Utilities Department
FY24-086

b) Originating Department(s):

Utilities

***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
Esmeralda Perez	Esmeralda Perez		
Reynaldo Guzman			
Fernando	Fernando Zuazua		

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

entity listed in Question 3

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

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

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

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

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

☐ List of subcontractors:

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

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

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

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

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

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

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

individuals.

☐ List of contributors:

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

☒ **Updates Required**

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

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

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

***Oath**

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

Esmeralda Perez

Name (Print) | Signature Esmeralda Perez | Title Bookkeeper

Delta House Electric & Motor Rewind, Inc.
Company or DBA

7/12/24
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

40.0 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

40.1 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.

40.2 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

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

43.0 **Vendors Instructions:**

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas, 78040 until **5:00 P.M on July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 A.M. at the Office of the City Secretary on July 16, 2024.**

Hand delivered Proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Electric Motor Repairs – Utilities Department
FY24-086

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 11, 2024

City of Laredo
1110 HOUSTON ST
LAREDO TX 78040

Account Information:

Policy Holder Details :	**Delta House Electric & Motor Rewind Inc.**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

WLTR005

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2024

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 be endorsed. If SUBROGATIONIS 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:	
CHRISTOPHER LAWRENCE BATTEN 61616493 505 UNIVERSITY DR E SUITE 701 COLLEGE STATION TX 77840	PHONE (A/C, No, Ext): (979) 776-4700	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Underwriters Insurance Company	30104
INSURED DELTA HOUSE ELECTRIC & MOTOR REWIND INC. PO BOX 1032 FREER TX 78357-1032	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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		61 SBM AS3F97	05/15/2024	05/15/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							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 [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						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	
A	Employment Practices Liability Insurance			61 SBM AS3F97	05/15/2024	05/15/2025	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER

City of Laredo
1110 HOUSTON ST
LAREDO TX 78040

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

Susan L. Castaneda

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TEXAS FARM BUREAU INSURANCE®

BUSINESS AUTO COVERAGE FORM DECLARATION

POLICY NUMBER	DECL NO
21937773	30

FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
PO BOX 2689 . WACO TX 76702-2689

78 125 29363
PAGE 1 OF 2

CALL YOUR AGENT AC 361 664-2661 FOR AUTO-FIRE-LIFE-HEALTH INSURANCE

THE DECLARATIONS OF THIS POLICY INDICATED HEREIN ARE SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND REPLACE ALL PREVIOUSLY ISSUED DECLARATIONS AND SHOULD BE ATTACHED TO AND BECOME A PERMANENT PART OF YOUR POLICY IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FOR POLICYHOLDER INFORMATION, VISIT US AT WWW.TXFB-INS.COM

ITEM ONE Named Insured and Address

125 29363 21937773 I
DELTA HOUSE ELECTRIC INC
PO BOX 1032
FREER TX 78357-1032

FORM OF BUSINESS: CORPORATION
POLICY PERIOD:
From 05/21/2024 To 11/21/2024
12:01 A.M. standard time at the address of the named insured as stated herein

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

▶This policy provides only those coverages where a charge or XXXX is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY COMBINED LIABILITY	7	$ 500,000 EACH ACCIDENT	$ 272
PERSONAL INJURY PROTECTION	See Endorsement TE0401C	$ 2,500	$ 6
AUTO MEDICAL PAYMENTS			
UNINSURED/UNDERINSURED MOTORISTS COMBINED LIABILITY	See Endorsement TE0409D	$ 500,000 EACH ACCIDENT	$ 53
PHYSICAL DAMAGE — COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS — SEE SCHEDULE DED FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING	$ 134
PHYSICAL DAMAGE — SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS — $25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	
PHYSICAL DAMAGE — COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS — SEE SCHEDULE DED FOR EACH COVERED AUTO SEE ITEM ENDR. FOR HIRED OR BORROWED AUTO	$ 215
TOWING AND LABOR		$ for each disablement of a private passenger auto	
		PREMIUM FOR ENDORSEMENTS	
		ESTIMATED TOTAL PREMIUM	$ 680

▶
FORMS AND ENDORSEMENTS APPLYING TO THIS POLICY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

2 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

PREMIUM NOTICE

RENEWAL PREMIUM..... $ 680.00
MOTOR VEHICLE CRIME PREVENTION AUTHORITY FEE(SEE ENCLOSED EXPLANATION)$ 2.50

PREMIUM ADJUSTMENTS WILL BE REFLECTED ON YOUR BILL ACCOUNT STATEMENT

DECTE 10-21

RXC 125 29363 10-20-2023 21937773 2F3269 R6 002 04-19-2024

Named Insured DELTA HOUSE ELECTRIC INC

POLICY NUMBER	DECL. NO
21937773	30

ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN

CAR	YEAR MODEL	TRADE NAME	BODY STYLE	IDENTIFICATION NO	PURCHASED ORIGINAL COST NEW	Actual Cost	New (N) Used (U)	TERRITORY Town & St	SYM	TERR	H.O.	H.O.	E.C	CTY.
1	VEHICLE ELIMINATED													
2	2009	CHEVY	PICKUP	1GCHC49K39E143692	40,000				11	64	3			066

CAR	CLASSIFICATION: Radius of Operation (In Miles)	Business use b = service r = retail c = commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor: Liab.	Primary Rating Factor: Phy. Damage	Secondary Rating Factor	CODE
2			LIGHT	4				012990

Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

	CAR	LIABILITY: BODILY INJURY	LIABILITY: PROPERTY DAMAGE	PERSONAL INJURY PROTECTION	AUTO MEDICAL PAYMENTS	UNINSURED/UNDERINSURED MOTORISTS: BODILY INJURY	UNINSURED/UNDERINSURED MOTORISTS: PROPERTY DAMAGE	COMPREHENSIVE: Limit Stated in Item 2 minus ded. shown below	SPECIFIED CAUSES OF LOSS: LIMIT STATED BELOW	COLLISION: Limit Stated in Item 2 minus ded. shown below	C.B. ENDR.	Towing & Labor: Limit per disbursement	TOTAL PREMIUM
LIMITS OF LIABILITY	2	SEE DECLARATION FOR LIMITS OF LIABILITY		02500		SEE DECLARATION FOR LIMITS OF LIABILITY		$500		$500			
PREMIUM	1	VEHICLE ELIMINATED EFFECTIVE 11/21/2022											
	2	272		6		53		134		215			680

ITEM FOUR-SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS. LIABILITY COVERAGE-RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (IF LIAB. COV. IS PRIMARY)	PREMIUM

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY, DEDUCTIBLE	RATE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS, MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING		$
SPECIFIED CAUSES OF LOSS	$ WHICHEVER IS LESS MINUS $25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM		$
COLLISION	$ WHICHEVER IS LESS, MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO		$
		TOTAL PREMIUM	$

PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless indicated below by "X".
☐ If this box is not checked, PHYSICAL DAMAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

ITEM SIX-SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS-LIABILITY COVERAGE PUBLIC AUTO OR LEASING RENTAL CONCERNS

ESTIMATED YEARLY
☐ GROSS RECEIPTS
☐ MILEAGE

RATES: Per $1000 of Gross Receipts / Per Mile: LIABILITY COVERAGE	RATES: AUTO MEDICAL PAYMENTS	PREMIUMS: LIABILITY COVERAGE	PREMIUMS: AUTO MEDICAL PAYMENTS
		$	$
		$	$
		$	$
		$	$
	TOTAL PREMIUMS	$	$
	MINIMUM PREMIUMS	$	$

When used as a premium basis.
FOR PUBLIC AUTOS
Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:
A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits
B. Advertising Revenue
C. Taxes which you collect as a separate item and remit directly to a governmental division.
D. C.O.D. collections for cost of mail or merchandise including collection fees.
Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.
FOR RENTAL OR LEASING CONCERNS
Gross Receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.
Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

ITEM FIVE-SCHEDULE FOR LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees		$
	Number of Partners		$
Social Service Agency	Number of Employees		$
	Number of Volunteers		$
			$

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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.**

Delta House Electric and Motor Rewind, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Fernando Guzman

Signature of vendor doing business with the governmental entity

7/12/24

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1186518

Date Filed:
07/11/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Delta House Electric and Motor Rewind, Inc
Freer, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY24-086
Electric Motor Repairs -Utilities Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Guzman, Fernando	Freer, TX United States	X	
Guzman , Gloria	Freer, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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 Fernando Guzman
(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.

Fernando Guzman

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 12 day of July 20 24.

Lisa C Lopez

Notary Public

My commission expires:

7-23-2026

LISA C. LOPEZ
Notary Public, State of Texas
Comm. Expires 07-23-2026
Notary ID 3334328

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 28.**

SUBJECT
Authorizing the City Manager to award Contract FY25-069 to the lowest responsive bidder, Soliz Paving, Inc. of Laredo, Texas, in the amount of $985,421.00 for the provision of all necessary machinery, equipment, labor, supervision, and other services and appurtenances required for the elimination of the Uniroyal Lift Station. The scope of work the installation of 1,417 LF of 8" PVC pipe, five fiberglass manholes, street access improvements and road restoration. Funding for this project is available in the Sewer System Fund- 2019 Sewer Revenue Bond.

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

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The Uniroyal Lift Station, constructed in 1992, was made obsolete by the installation of a new nearby gravity sewer line, allowing for its decommissioning. Two companies submitted bids for this project. The pricing summary is as follows

Soliz Paving Inc.	$ 985,421.00
Sal Construction Management	$1,110,258.00

Bid tabulation is attached

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this action is approved

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N

Source of Funds:	2019 Sewer Revenue Bond
Account #:	559-9875-535-9301
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the Sewer System Fund- 2019 Sewer Revenue Bond
Account number 559-9875-535-9301
Project Number SW2401

CITY OF LAREDO
UNIROYAL LIFT STATION ELIMINATION

LIFT STATION CLOSURE PLAN
FOR
UNIROYAL LIFT STATION
1209 UNIROYAL DRIVE
LAREDO, TX 78045

Prepared by:

CRANE ENGINEERING
CIVIL . PUBLIC WORKS . PLANNING . HYDROLOGY

Firm # F-3353
1310 Junction Drive, Ste. B
Laredo, Texas 78041

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER
4/23/25

APRIL 23, 2025

CITY OF LAREDO
UNIROYAL LIFT STATION ELIMINATION & WASTEWATER LINE EXTENSION

LIFT STATION CLOSURE PLAN FOR UNIROYAL LIFT STATION

The construction of a new wastewater gravity extension includes installing a new 8" gravity line to extend an existing 8" gravity line from the Unitec Industrial Park to a recently installed 8" gravity line within the Port Grande Industrial Park. This extension will allow the City of Laredo to eliminate an existing lift station. The lift station is located at 1209 Uniroyal Drive in North Laredo within the Unitec Industrial Park, east of I.H. 35., and within the southeast corner of Jobco Trade Services property. Refer to **Exhibit #1 for Location Map**.

Existing lift station coordinates are as follows: N 17138728.8800
E 676005.6004

Part of the closure plan includes the purging of the existing lift station and force main with fresh water to remove any waste or residue. It is estimated that no excess volume of waste will remain following this procedure.

The closure plan for the Lift Station will include work by the general contractor hired by the city and in-house forces. The following sequence will be utilized to decommission the existing lift station:

1.0 Procedures and timetable for closure of lift station		**Est. Time**
1.1	Contractor to connect gravity manhole (A7) that feeds lift station into part of a new gravity line; Refer to **Exhibit #2** for Construction Plan (Sheet #5)	15 Days
1.2	Contractor to fill wet well with potable water, and with City personnel present, manually operate a pump cycle to remove remaining waste in the wet well and clean existing force main. Repeat this step as needed until all waste is removed.	2 Days
1.3	Contractor to disconnect force main from receiving manhole, purge existing line, and cap it at both ends; Refer to **Exhibit #3** for Construction Plan (Sheet #8)	7 Days
1.4	City to remove pumps, piping, electrical controls, and backup generator; Refer to **Exhibit #4** for existing conditions photos;	15 Days
1.5	City to fill abandoned wet well with sand or flowable fill and add a permanent lock to lift station steel doors and access gates;	10 Days
1.6	Disturbed areas to be reconstructed with concrete to match existing conditions.	10 Days
	TOTAL	59 Days

Sincerely,

CRANE ENGINEERING CORP.
Firm # F-3353

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER

Edward D. Garza, P.E., CFM
Principal Engineer

4/23/25

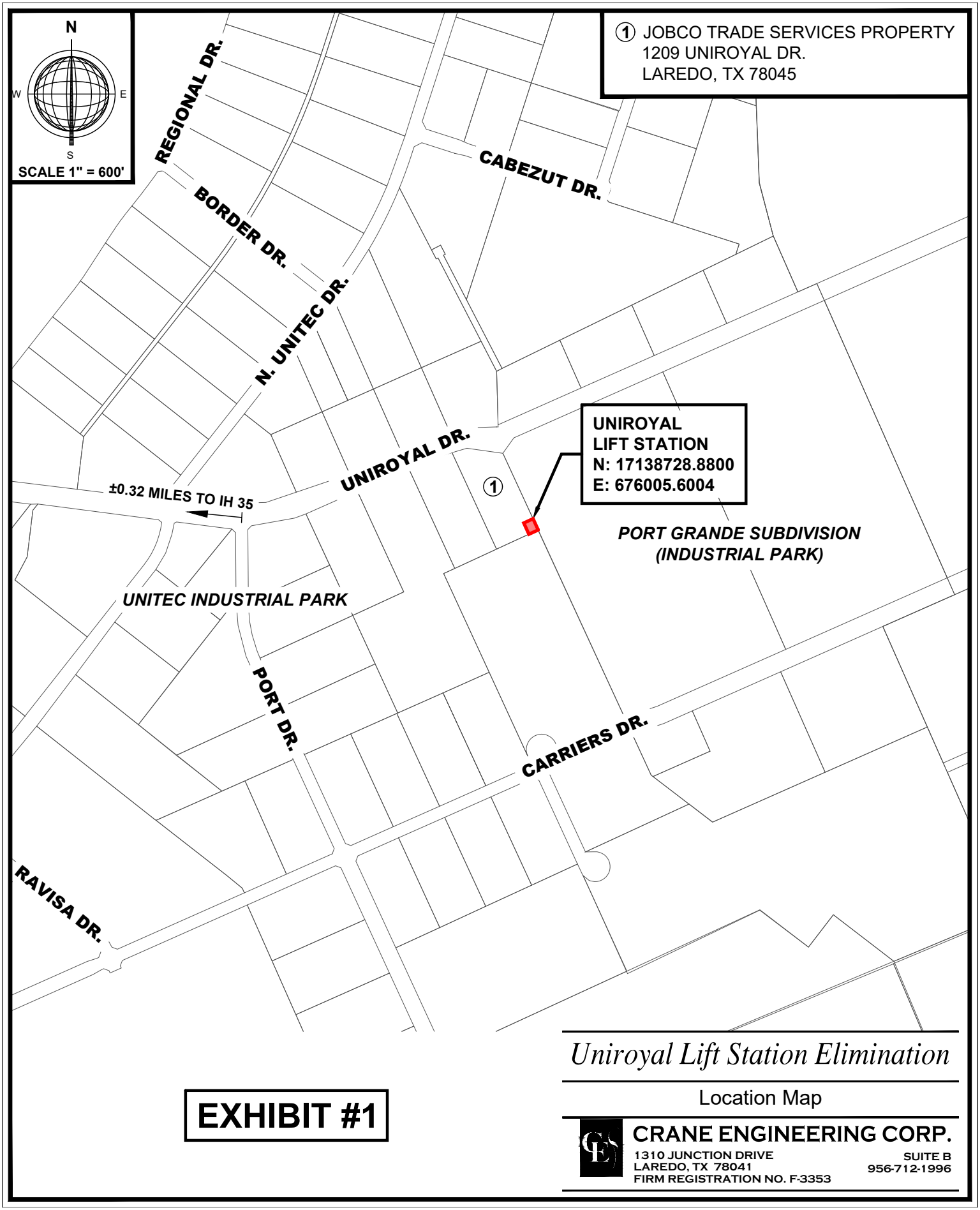


EXHIBIT #1

Uniroyal Lift Station Elimination

Location Map

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

UNITEC INDUSTRIAL CENTER
BLOCK 1, LOT 5, PHASE 1
(VOL. 8, PG, 17, P.R.W.C.T.)
1210 UNIROYAL DR.

MAJESTIC PORT GRANDE PHASE II
LOT 1, BLOCK 1
VOL. 5543, PG. 751,
(2.246 ACRE TRACT)
1212 UNIROYAL DR.

MAJESTIC PORT GRANDE PHASE II
LOT 2, BLOCK 1
VOL. 5543, PG. 751
(2.365 ACRE TRACT)
1214 UNIROYAL DR.

MAJESTIC PORT GRANDE PHASE II
LOT 3, BLOCK 1
1216 UNIROYAL DR.

±0.57 MILES TO IH 35

REMOVE & DISPOSE EXISTING 8" WW LINE ± 420 LF

EX 20' ACCESS EASEMENT

EX FIRE HYDRANT

EX 25' DRAINAGE EASEMENT

EX WATER METER

EX SEWER SERVICE CLEAN OUT FOR LOT 1

EX FIRE HYDRANT

EX SEWER SERVICE CLEAN OUT FOR LOT 2

EX WATER METER

EX TELE. PED.

EX UNDERGROUND CABLE

EX 8" SEWER LINE

EXISTING MANHOLE

EX CLEAN OUT

EX 8" SS

EXISTING 8" WW

EX WATER VALVE

EX 12" WATER LINE

EX FIRE HYDRANT

UNIROYAL DRIVE

EX AEP OVERHEAD

EX WATER METER

EX 12" WL

R.O.W.

EX MANHOLE

EX WATER METER

WATER OVER SEWER

EX WATER METER VAULT

EX AEP ELECTRICAL

EX FIRE HYDRANT

EX 10' AEP EASEMENT

EX WATER METER

EX AEP ELECTRICAL

EX WATER METER

PR WASTEWATER LINE

EX 8" SS

EX 8" SEWER LINE

WATER TANK

CONNECT EXISTING 8" WW TO EXISTING 8" WW

EX CYCLONE FENCE

EX 8" SEWER LINE

UNITEC INDUSTRIAL CENTER PHASE 2
REPLAT
(VOL. 8, PG, 18, P.R.W.C.T.)
10-25-89
1209 UNIROYAL DR.

LOT 8
JOB WAREHOUSE, LLC.
(VOL. 3257, PGS. 101-103 W.C.O.P.R.
BLOCK 9

PORT GRANDE SUBDIVISIION
PHASE 1
VOL. 34, PGS. 47-49
W.C.P.R.
1301 UNIROYAL DR.

MAJESTIC PORT GRANDE 2 LLC
BLOCK 1 LOT 2
VOL. 4592, PG. 321
1402 CARRIERS DR.

EX 45' DRAINAGE EASEMENT

EXISTING LIFT STATION

EXISTING 8" WW

EX 8" SS

MANHOLE A7

EX 8" SEWER LINE

LOT 8
JOB WAREHOUSE, LLC.
(VOL. 3257, PGS. 101-103 W.C.O.P.R.
BLOCK 9

MAJESTIC PORT GRANDE 1 LLC
BLOCK 1, LOT 1
1302 CARRIERS DR.
LAREDO, TX.

EXISTING LIFT STATION

VIEW LOOKING SOUTH

EX MANHOLE

EX 8" SEWER LINE

EX MANHOLE

GENERAL NOTES

1. EXISTING UTILITIES BASED ON FIELD TOPO SURVEY, COORDINATION WITH EACH UTILITY PROVIDER, AND OFFICE RECORDS.

N W E S

SCALE: 1" = 40

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED PROFESSIONAL ENGINEER

12/20/2024

No.	Revision/Issue	Date

FIRM NAME AND ADDRESS
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

Project Name and Address
CITY OF LAREDO UNIROYAL LIFT STATION ELIMINATION & WASTEWATER LINE EXTENSION

Sheet Title
EXISTING UTILITIES W/ PR WASTEWATER LINE

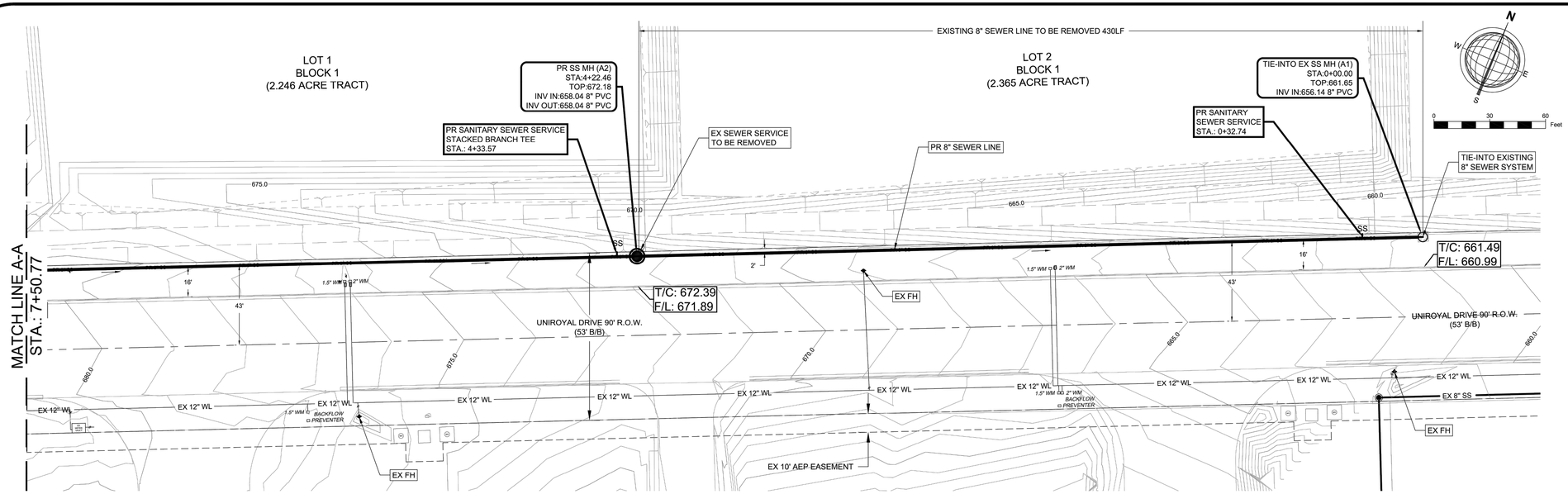
Date 10/4/2024

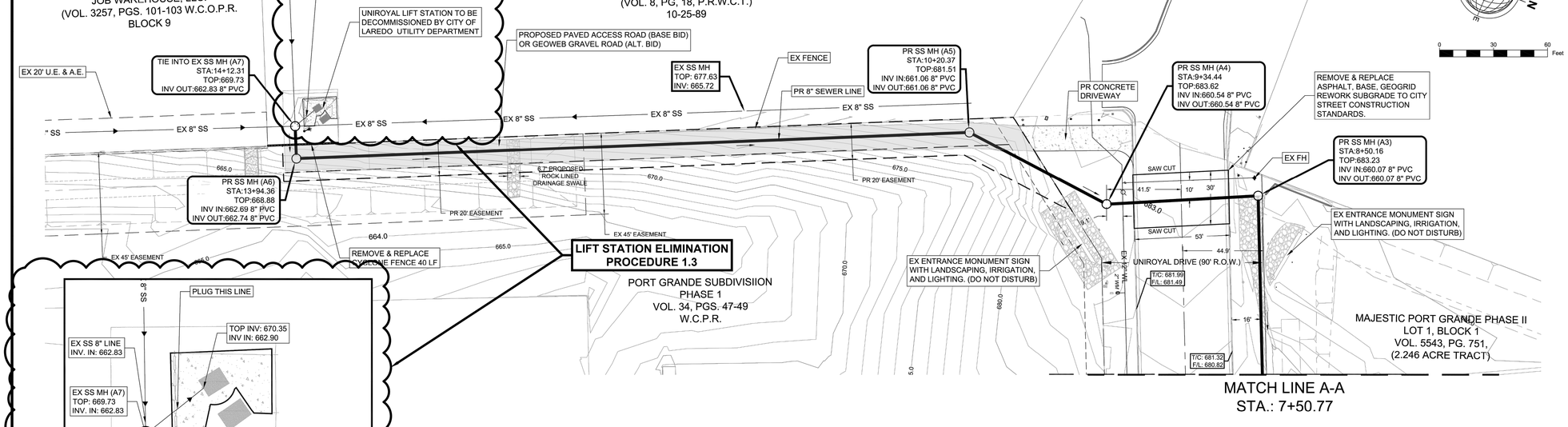
Scale As Noted

Sheet **05**

EXHIBIT #2

EX UTILITIES MAP.DWG
July 13, 2023
OMAROG





UNIROYAL LIFT STATION

EXISTING SIGNS & LANDSCAPING MONUMENT

GENERAL NOTES

TRENCH EXCAVATION PROTECTION

1. CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/ GEOTECHNICAL/ SAFETY/ EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO DEVELOP THE CONTRACTOR'S PLAN TO IMPLEMENT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S PLANS SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY SYSTEMS THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.
2. CONTRACTOR REQUIRED TO DISCONNECT EXISTING SEWER SERVICES FROM PROPERTY AND CONNECT NEW SERVICES. ALL SERVICE CONNECTIONS TO BE PERFORMED BY LICENSED PLUMBER REGISTERED WITH THE CITY OF LAREDO. ALL PERMITS BY CONTRACTOR. COORDINATE INSPECTIONS WITH CITY UTILITY & BUILDING DEPARTMENT. NO SEPARATE PAYMENT FOR CONNECTIONS. SUBSIDIARY TO PAYMENT ON SEWER SERVICES.
3. CONTRACTOR TO CONFIRM EXISTING FLOWLINE ELEVATIONS FOR MANHOLE A7 PRIOR TO, LAYING NEW PIPE. COORDINATE WITH ENGINEER.

STATE OF TEXAS
EDWARD D. GARZA
75853
LICENSED
PROFESSIONAL ENGINEER
12/20/2024

No.	Revision/Issue	Date

FIRM NAME AND ADDRESS
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956712-1996
FIRM REGISTRATION NO. F-3353

Project Name and Address
CITY OF LAREDO UNIROYAL LIFT STATION ELIMINATION & WASTEWATER LINE EXTENSION

Sheet Title
WASTEWATER COLLECTION PLAN 0+00 to 14+12.31

Date 12/16/2024
Scale As Noted
Sheet 08

EXHIBIT #3

Photo Log of Existing Conditions 2/08/2024

EXHIBIT #4

1310 Junction Drive, Suite B Laredo, Texas 78041 (956) 712-1996 Fax: (956) 712-2378

FY25-069

Soliz Paving Inc.

Supplier Response

Event Information

Number: FY25-069
Title: FY25-069 Laredo Uniroyal Lift Station Elimination – Utilities Department
Type: Invitation For Bid
Issue Date: 6/26/2025
Deadline: 7/17/2025 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. Bid forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

***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

Soliz Paving Inc. Information

Address: 8114 HWY 359
Laredo, TX 78043
Phone: (956) 763-6247

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

Ramon Soliz
Signature

lsoliz@solizpaving.com
Email

Submitted at 7/17/2025 04:51:09 PM (CT)

Requested Attachments

Non-Collusive Affidavit

Form of Non-Collusive Affidavit - Soliz Paving 07.17.25.pdf

Form 1295

Form 1295 Certificate - Soliz Paving 07.17.25.pdf

Required upon award of bid.

Response Attachments

BID BOND - Soliz Paving - Laredo Uniroyal Bid.pdf

Bid Bond - Soliz Paving

FY25-069 Bidder Qualifications.pdf

Soliz Paving - Bidder Qualifications

FY25-069 COQ Form - Soliz Paving 07.17.25.pdf

Conflict of Interest Questionaire - Soliz Paving

FY25-069 COQ Form REVISED 2021 FORM - Soliz Paving 07.17.25.pdf

COQ Form REVISED 2021 - Soliz Paving

FY25-069 Bidders Questionaire and Discretionary Contracts Disclosure 07.17.25.pdf

Bidders Questionaire and Discretionary Contracts Disclosure

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☑ Yes
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**
	Soliz Paving, Inc. - Rogelio Soliz Jr. - (956) 763-4405
4	**State how long under has the business been in its present business name**
	2015
5	**If applicable, list all other names under which the Business identified above operated in the last five years**
	N/A
6	**State if the Company is a certified minority business enterprise**
	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
7	**Questions Part 1**
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	1. No 2. No 3. No 4. No 5. No
8	**Questions Part 2**
	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
	1. No 2. No 3. No
9	**State if the Company is a certified minority business enterprise**
	This company is not a certified minority business
10	**Conflict of Interest Disclosure**
	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
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) Rogelio Soliz Jr.
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department A.) Laredo Uniroyal Lift Station Elimination 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)** Soliz Paving, Inc. Rogelio Soliz Jr. Ramon Soliz
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

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

If you selected Not Applicable on Question 5. please skip this section. If it applies to you, please list subcontractors in this section.

N/A

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

Not Applicable

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

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

25 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7. please skip this section. If it applies to you, please list all contributors in this section.

N/A

26 **Updates on contributions required**

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

27 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

29 **Question 9. Updates Required**

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

☑ I have read and understand this section

30 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

1.) Rogelio Soliz Jr. / Ramon Soliz 2.) Owners 3.) Soliz Paving, Inc. 4.) 07/16/25

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

40 Insurance Terms and Conditions

INSURANCE REQUIREMENTS

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

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

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

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

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

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo

accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for

bodily injury and property damage, including owned, non- owned, and hired car coverage.

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(o) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

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

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
43	**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. Ackowledge
44	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☑ Acknowledge

45	**Payment & Performance Bonds**

Bonds

Bid Bond

A Bid Bond is required to be submitted with each bid proposal in accordance with the provisions of the Texas Government Code, Chapter 2253. The Bid Bond ensures that the bidder will enter into a contract if awarded and will provide the required performance and payment bonds. The Bid Bond must meet the following conditions:

- The Bid Bond shall be in an amount not less than five percent (5%) of the total bid price.
- The Bid Bond shall be executed by the bidder and a surety company authorized to do business in Texas.
- The Bid Bond shall be submitted with the bid proposal in the form of a surety bond, cashier's check, or certified check.
- The Bid Bond shall be forfeited if the bidder fails to enter into a contract or provide the required performance and payment bonds within the time specified by the municipality.

Payment Bond

A Payment Bond is required for projects in excess of $50,000.00 involving construction, repair, or rehabilitation, in compliance with Texas Government Code, Chapter 2253, Subchapter A. The Payment Bond ensures that all subcontractors, suppliers, and workers will be paid for their labor and materials. The Payment Bond must meet the following conditions:

- The Payment Bond must be in an amount equal to 100% of the contract price.
- The Payment Bond must be provided to the municipality prior to the start of work under the contract.
- The surety on the Payment Bond must be a company authorized to conduct business in Texas.
- The Payment Bond shall protect all claimants who have supplied labor or materials for the project from non-payment.

Performance Bond

A Performance Bond is required for projects in excess of $100,000.00 involving construction or infrastructure improvements, as provided under Texas Government Code, Chapter 2253, Subchapter A. The Performance Bond guarantees the contractor's faithful performance of the contract and the completion of the work in accordance with the contract terms. The Performance Bond must meet the following conditions:

- The Performance Bond must be in an amount equal to 100% of the contract price.
- The Performance Bond shall be executed by the contractor and a surety company authorized to do business in Texas.
- The Performance Bond shall be submitted to the municipality prior to the start of work under the contract.
- The Performance Bond ensures that, in the event of contractor default, the municipality will be indemnified for any damages or expenses incurred to complete the project.

☑ I Agree

46	**Required Submittals (Qualifications)** Project: City of Laredo Uniroyal Lift Station Elimination I. Are you registered to do business with the City of Laredo? Yes No II. If you are registered to do business with the City of Laredo. have you completed the registration forms and requirements listed on the City of Laredo Contractor Registration webpage? https://www.cityoflaredo.com/departments/building-development-services/permit- applications-requirements Yes. (date of completion _) No III. Statement of Qualifications & References: 1) Name of Project: Value of Contract: Date Completed: Contact Information: 2) Name of Project: Value of Contract: Date Completed: Contact Information: 3) Name of Project: Value of Contract: Date Completed: Contact Information: IV: Current Workload: (List Current Projects, Value, and % complete) 1) Name of Project: Value of Contract: % Complete: Project Engineer: 2) Name of Project: Value of Contract: % Complete: Project Engineer: ☑ Vendor has acknowledged questions and answers.

Bid Lines

1	**Package Header** Wastewater Improvements + Street Access Improvements + SW3 Improvements + Site Improvements. NOTE #1 – PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration. NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo. The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final. **********Bid Price Schedule Section must be completely filled out in order to be considered********** Quantity: 1 UOM: PKG Total: $985,421.00

Package Items

1.1 Wastewater Improvements (1.1 to 1.15)
Mobilization & bonding, complete in place per unit.

Quantity: 1 UOM: LS Price: $85,000.00 Total: $85,000.00

1.2 Removal of existing 8" PVC, complete in place per unit.

Quantity: 423 UOM: LF Price: $115.00 Total: $48,645.00

1.3 Removal of Single Sewer Service, complete in place per unit.

Quantity: 2 UOM: EA Price: $4,850.00 Total: $9,700.00

1.4 Fiberglass Sewer Manhole w/Concrete Collar (0' - 12'), complete in place per unit. .

Quantity: 1 UOM: EA Price: $15,985.00 Total: $15,985.00

1.5 Fiberglass Sewer Manhole w/Concrete Collar (12' - 16'), complete in place per unit.

Quantity: 1 UOM: EA Price: $23,875.00 Total: $23,875.00

1.6 Fiberglass Sewer Manhole w/Concrete Collar (>16'), complete in place per unit.

Quantity: 3 UOM: EA Price: $27,850.00 Total: $83,550.00

1.7 8" SDR 26 PVC (0'-8'), complete in place per unit.

Quantity: 232 UOM: LF Price: $78.00 Total: $18,096.00

1.8 8" SDR 26 PVC (8'-12'), complete in place per unit.

Quantity: 294 UOM: LF Price: $115.00 Total: $33,810.00

1.9 8" SDR 26 PVC (12'-16'), complete in place per unit.

Quantity: 307 UOM: LF Price: $155.00 Total: $47,585.00

1.10 8" SDR 26 PVC (>16'), complete in place per unit.

Quantity: 584 UOM: LF Price: $205.00 Total: $119,720.00

1.11 Single Sewer Service (-30), complete in place per unit..

Quantity: 1 UOM: EA Price: $17,950.00 Total: $17,950.00

1.12 Single Stack Branch Tee Service, complete in place per unit.

Quantity: 1 UOM: EA Price: $13,850.00 Total: $13,850.00

1.13 Tie into existing SS MH, complete in place per unit.

Quantity: 1 UOM: EA Price: $18,985.00 Total: $18,985.00

1.14 Tie into existing SS MH including temporary bypass, complete in place per unit.

Quantity: 1 UOM: EA Price: $35,900.00 Total: $35,900.00

1.15 Trench Safety, complete in place per unit.

Quantity: 1417 UOM: LF Price: $65.00 Total: $92,105.00

1.16 Street Access Improvements
Geogrid for reconstruction, complete in place per unit.

Quantity: 1600 UOM: SF Price: $10.85 Total: $17,360.00

1.17 22" Flexible Base for reconstruction, complete in place per unit..

Quantity: 175 UOM: SY Price: $95.00 Total: $16,625.00

1.18 3" Type D HMAC for reconstruction, complete in place per unit..

Quantity: 175 UOM: SY Price: $125.00 Total: $21,875.00

1.19 Prime coat MC-30, complete in per unit.

Quantity: 915 UOM: SY Price: $10.00 Total: $9,150.00

1.20 8" Subgrade Preparation for reconstruction, complete in place per unit.

Quantity: 175 UOM: SY Price: $15.00 Total: $2,625.00

1.21 Import Fill for access road grading (8" max lifts), complete in place per unit.

Quantity: 820 UOM: CY Price: $28.00 Total: $22,960.00

1.22 2" Type D HMAC for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $68.00 Total: $50,320.00

1.23 10" Flexible Base for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $35.00 Total: $25,900.00

1.24 8" Subgrade Preparation for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $15.00 Total: $11,100.00

1.25 Type "A" Curb & Gutter, complete in place per unit.

Quantity: 80 UOM: LF Price: $35.00 Total: $2,800.00

1.26 7" t 3,000 psi Concrete Driveway for Access Road, complete in place per unit.

Quantity: 850 UOM: SF Price: $18.75 Total: $15,937.50

1.27 Traffic Control, complete in place per unit.

Quantity: 1 UOM: LS Price: $50,500.00 Total: $50,500.00

1.28 SW3 Improvements

Concrete Wash Pit, complete in place per unit.

Quantity: 1 UOM: EA Price: $10,000.00 Total: $10,000.00

1.29 Trash Container, complete in place per unit.

Quantity: 1 UOM: EA Price: $7,500.00 Total: $7,500.00

1.30 Silt Fence, complete in place per unit.

Quantity: 1405 UOM: LF Price: $7.50 Total: $10,537.50

1.31 Gravel Filters for Existing Stormwater Channels, complete in place per unit.

Quantity: 7 UOM: EA Price: $2,100.00 Total: $14,700.00

1.32 Erosion Control Blanket, complete in place per unit.

Quantity: 1100 UOM: SY Price: $4.50 Total: $4,950.00

1.33 Hydro mulch and vegetative watering, complete in place per unit.

Quantity: 1100 UOM: SY Price: $7.25 Total: $7,975.00

1.34 Stabilized Construction Entrance, complete in place per unit.

Quantity: 1 UOM: EA Price: $2,800.00 Total: $2,800.00

1.35 10' Concrete Valley Gutter, complete in place per unit.

Quantity: 150 UOM: SF Price: $45.00 Total: $6,750.00

1.36 Remove / Replace Existing Cyclone Fence, complete in place per unit.

Quantity: 40 UOM: LF Price: $35.00 Total: $1,400.00

1.37 10' wide Rock Lined Drainage Swale, complete in place per unit. .

Quantity: 30 UOM: LF Price: $230.00 Total: $6,900.00

2 Package Header

Option A Access Road (Deduct)

NOTE #1 – PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo. The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

**********Bid Price Schedule Section must be completely filled out in order to be considered**********

Quantity: 1 UOM: PKG Total: $-76,220.00

Package Items

2.1 Access Road (22A) This total will be a negative number.
2" Type D HMAC for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $-68.00 Total: $-50,320.00

2.2 Access Road (23A) This total will be a negative number.
10" Flexible Base for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $-35.00 Total: $-25,900.00

3 Package Header

Option B Access Road (Add)

NOTE #1 – PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo. The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

**********Bid Price Schedule Section must be completely filled out in order to be considered**********

Quantity: 1 UOM: PKG Total: $75,337.50

Package Items

3.1 Access Road (22B) This total will be a positive number.
2" Type D HMAC for Access Road, complete in place per unit.

Quantity: 735 UOM: SY Price: $85.00 Total: $62,475.00

3.2 Access Road (23B) This total will be a positive number.
6" Flexible Base for Access Road, complete in place per unit..

Quantity: 735 UOM: SY Price: $17.50 Total: $12,862.50

4 Package Header

Option C 57 Stone if Groundwater Encountered (Add)

NOTE #1 – PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo. The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

**********Bid Price Schedule Section must be completely filled out in order to be considered**********

Quantity: 1 UOM: PKG Total: $6,650.00

Package Items

4.1 57 Stone if Groundwater Encountered (38C) This total will be a positive number.
6" Minimum Layer of 57 Stone to stabilize Subgrade, complete in place per unit.

Quantity: 70 UOM: CY Price: $95.00 Total: $6,650.00

Response Total: $991,188.50

38.0 Required Submittals (Bid Bond)

BID BOND

Project: City of Laredo Uniroyal Lift Station Elimination

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

Soliz Paving, Inc.

as Principal, and Granite Re, Inc. as Surety, are hereby held and firmly bound unto City of Laredo as Owner in the penal sum of Five Percent of Bid Amount (5%) for payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 17th day of July, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to City of Laredo a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the FY25-069 Laredo Uniroyal Lift Station Elimination - Utilities Department

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

The Surety, for value received, hereby stipulates and agrees that he 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. Soliz Paving, Inc.

(L.S.)
Principal

Granite Re, Inc.
Surety

By: Kenneth D. Whittington, Attorney-In-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn. said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this July 17, 2025.

Kyle P. McDonald, Assistant Secretary

GR-40 Ed. 06-24

GRANITE RE, INC.

DO NOT PUT THIS PAGE WITH YOUR BID — COMPLETE AND FAX OR EMAIL BACK TO GRANITE RE, INC.

Bid Bond Results Form

Soliz Paving, Inc.
8114 Hwy 359
Laredo, TX 78043

Project Owner: City of Laredo, TX
1110 Houston Street
Laredo, TX 78040

Bid Date: 07/17/2025

Bid Reference: FY25-069 Laredo Uniroyal Lift Station Elimination - Utilities Department

Approximate Bid Amount: $1,100,000.00

****** IMPORTANT **** If your bid is over 10% of your estimate, you MUST call us for approval.**

PLEASE LIST THE FIRST THREE BIDDERS IF KNOWN

	Contractor's Name	Amount
Low	_____	$ _____
2nd	_____	$ _____
3rd	_____	$ _____

Your Bid if Not Listed Above $ _____

Comments: _____

_____

_____

By: _____ Date: _____

PLEASE RETURN THIS TO GRANITE RE, INC. BY FAX OR EMAIL AS SOON AS POSSIBLE.

14001 Quailbrook Drive | Oklahoma City, Oklahoma | granitere.com
405.752.2600 | 800.440.5953 | Fax: 405.749.6800

Not licensed in all states. | Granite Re, Inc. conducts business in California as Granite Surety Insurance Company | © 2022 Granite Re, Inc.

GR-24.1 Ed. 01-22

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:
2025-1338149

Date Filed:
07/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Soliz Paving Inc
Laredo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY25-069
Lift Station Elimination, Water Lines, Wastewater Improvmeents, Street Access Improvements, Site Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Soliz Paving, Inc.	Laredo, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

38.0 Required Submittals (Qualifications)

Project: City of Laredo Uniroyal Lift Station Elimination

I. **Are you registered to do business with the City of Laredo?** XX **Yes** _____ **No**

II. If you are registered to do business with the City of Laredo, have you completed the registration forms and requirements listed on the City of Laredo Contractor Registration webpage?

https://www.cityoflaredo.com/departments/building-development-services/permit- applications-requirements

XX Yes. (date of completion May 2015) _____ No

III. Statement of Qualifications & References:

1) Name of Project: North Laredo Industrial Park - Phase 5
Value of Contract: $23,000,000
Date Completed: Ongoing - Finish Date August 2025
Contact Information: Ernesto Montemayor (404) 690-5780

2) Name of Project: Catamount Warehouses - Buildings 1, 2 & 3
Value of Contract: $6,000,000.00
Date Completed: January 2025
Contact Information: Scott Reynolds

3) Name of Project: Santa Elena Subdivision
Value of Contract: $5,745,094.50
Date Completed: August 2025
Contact Information: Richie Hachar (956) 645-2892

IV: Current Workload: (List Current Projects, Value, and % complete)

1) Name of Project: Arco Warehouses - Buildings 1, 2 & 3
Value of Contract: $5,977,709.00
% Complete: 85%
Project Engineer: TopSite Engineering - Ricardo Villarreal, PE

2) Name of Project: Aquero Subdivision
Value of Contract: $2,469,575.25
% Complete: 75%
Project Engineer: Porras Engineering

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.**

Soliz Paving, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

07/17/25

Date

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Rogelio Soliz Jr. / Ramon Soliz
Being first duly sworn, deposes and says:

That he/she is Owners of Soliz Paving, Inc.
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 17th day of July 2025.

Jacqueline S. Chavarria
Notary Public

My commission expires:

01/11/2027

JACQUELINE SOLIZ CHAVARRIA
Notary Public, State of Texas
Comm. Expires 01-11-2027
Notary ID 130047117

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.**

Soliz Paving, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity — Date: 07/17/25

40.0 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) Soliz Paving, Inc.

Signature of person authorized to sign bid _____ Date 07/17/25

Print Name of person authorized to sign bid Rogelio Soliz Jr. or Ramon Soliz

Title: Owners

Business Address: 8114 State Hwy. 359

City, State, Zip Code: Laredo, Texas 78043

Telephone Number: (956) 462-6071 Fax Number: _____

Contact Person Email Address: lsoliz@solizpaving.com

Federal Tax ID Number: 47-5105380

Bidders Principal/Corporate Place of Business Address: 8114 State Hwy. 359, Laredo, Texas 78043

Indicated Status of Business:

Corporation XX Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 2015

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

44.0

City of Laredo
Discretionary Contracts Disclosure

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

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

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

Rogelio		Soliz	Jr.
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Laredo Uniroyal Lift Station Elimination - FY25-069

b) Originating Department(s): City of Laredo Utilities Department

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

Rogelio Soliz Jr.			
Name (Print)	Signature	Name (Print)	Signature
Ramon Soliz			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

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

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

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

List of subcontractors: _____

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

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

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

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

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

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

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

List of contributors: _____

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

X **Updates Required**

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

X **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

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

***Oath**

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

Rogelio Soliz Jr. / Ramon Soliz		Owners
Name (Print)	Signature	Title
Soliz Paving, Inc.		07/17/25
Company or DBA		Date

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

FY25-069

SAL Construction Management LLC

Supplier Response

Event Information

Number:	FY25-069
Title:	FY25-069 Laredo Uniroyal Lift Station Elimination – Utilities Department
Type:	Invitation For Bid
Issue Date:	6/26/2025
Deadline:	7/17/2025 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. Bid forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ** ***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

SAL Construction Management LLC Information

Address: P O Box 8185
Weslaco, TX 78599
Phone: (956) 202-1452

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

Caroline Romero
Signature

anel@sal-construction.com
Email

Submitted at 7/17/2025 02:05:03 PM (CT)

Requested Attachments

Non-Collusive Affidavit

Non Collusive Affidavit Form Signed.pdf

Form 1295

Form 1295 Signed.pdf

Required upon award of bid.

Response Attachments

Uniroyal Lift Station Bid Submission.pdf

All bid documents required for the Laredo Uniroyal Lift Station Elimination-Utilities Dept. FY25-069

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☑ Yes
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** SAL Construction Management LLC; Caroline Romero 956-202-1452
4	**State how long under has the business been in its present business name** 13 years
5	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A

6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No

8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No

9	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)

10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
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) Caroline Romero
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department Laredo Uniroyal Lift Station Elimination-Utilites Department
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Caroline Romero
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 Caroline Romero, Managing Member, SAL Construction Management LLC, 7/17/2025
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

40 Insurance Terms and Conditions

INSURANCE REQUIREMENTS

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

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

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

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

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

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo

accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for

bodily injury and property damage, including owned, non- owned, and hired car coverage.

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(o) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

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

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

43 **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

44 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

45

Payment & Performance Bonds

Bonds

Bid Bond

A Bid Bond is required to be submitted with each bid proposal in accordance with the provisions of the Texas Government Code, Chapter 2253. The Bid Bond ensures that the bidder will enter into a contract if awarded and will provide the required performance and payment bonds. The Bid Bond must meet the following conditions:

- The Bid Bond shall be in an amount not less than five percent (5%) of the total bid price.
- The Bid Bond shall be executed by the bidder and a surety company authorized to do business in Texas.
- The Bid Bond shall be submitted with the bid proposal in the form of a surety bond, cashier's check, or certified check.
- The Bid Bond shall be forfeited if the bidder fails to enter into a contract or provide the required performance and payment bonds within the time specified by the municipality.

Payment Bond

A Payment Bond is required for projects in excess of $50,000.00 involving construction, repair, or rehabilitation, in compliance with Texas Government Code, Chapter 2253, Subchapter A. The Payment Bond ensures that all subcontractors, suppliers, and workers will be paid for their labor and materials. The Payment Bond must meet the following conditions:

- The Payment Bond must be in an amount equal to 100% of the contract price.
- The Payment Bond must be provided to the municipality prior to the start of work under the contract.
- The surety on the Payment Bond must be a company authorized to conduct business in Texas.
- The Payment Bond shall protect all claimants who have supplied labor or materials for the project from non-payment.

Performance Bond

A Performance Bond is required for projects in excess of $100,000.00 involving construction or infrastructure improvements, as provided under Texas Government Code, Chapter 2253, Subchapter A. The Performance Bond guarantees the contractor's faithful performance of the contract and the completion of the work in accordance with the contract terms. The Performance Bond must meet the following conditions:

- The Performance Bond must be in an amount equal to 100% of the contract price.
- The Performance Bond shall be executed by the contractor and a surety company authorized to do business in Texas.
- The Performance Bond shall be submitted to the municipality prior to the start of work under the contract.
- The Performance Bond ensures that, in the event of contractor default, the municipality will be indemnified for any damages or expenses incurred to complete the project.

☑ I Agree

4 6	**Required Submittals (Qualifications)**

Project: City of Laredo Uniroyal Lift Station Elimination
I. Are you registered to do business with the City of Laredo? Yes No

II. If you are registered to do business with the City of Laredo, have you completed the registration forms and requirements listed on the City of Laredo Contractor Registration webpage?

https://www.cityoflaredo.com/departments/building-development-services/permit- applications-requirements
Yes, (date of completion _) No

III. Statement of Qualifications & References:

1) Name of Project:
Value of Contract:
Date Completed:
Contact Information:
2) Name of Project:
Value of Contract:
Date Completed:
Contact Information:
3) Name of Project:
Value of Contract:
Date Completed:
Contact Information:
IV: Current Workload: (List Current Projects, Value, and % complete)

1) Name of Project:
Value of Contract:
% Complete:
Project Engineer:
2) Name of Project:
Value of Contract:
% Complete:
Project Engineer:

☑ Vendor has acknowledged questions and answers.

Bid Lines

1	**Package Header**

Wastewater Improvements + Street Access Improvements + SW3 Improvements + Site Improvements.

NOTE #1 – PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo. The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

**********Bid Price Schedule Section must be completely filled out in order to be considered**********

Quantity: 1 UOM: PKG Total: $1,110,258.00

Package Items

1.1 Wastewater Improvements (1.1 to 1.15)
Mobilization & bonding, complete in place per unit.

Quantity: 1 UOM: LS Price: $125,000.00 Total: $125,000.00

1.2 Removal of existing 8" PVC, complete in place per unit.

Quantity: 423 UOM: LF Price: $25.00 Total: $10,575.00

1.3 Removal of Single Sewer Service, complete in place per unit.

Quantity: 2 UOM: EA Price: $750.00 Total: $1,500.00

1.4 Fiberglass Sewer Manhole w/Concrete Collar (0' - 12'), complete in place per unit. .

Quantity: 1 UOM: EA Price: $20,800.00 Total: $20,800.00

1.5 Fiberglass Sewer Manhole w/Concrete Collar (12' - 16'), complete in place per unit.

Quantity: 1 UOM: EA Price: $25,500.00 Total: $25,500.00

1.6 Fiberglass Sewer Manhole w/Concrete Collar (>16'), complete in place per unit.

Quantity: 3 UOM: EA Price: $28,500.00 Total: $85,500.00

1.7 8" SDR 26 PVC (0'-8'), complete in place per unit.

Quantity: 232 UOM: LF Price: $131.50 Total: $30,508.00

1.8 8" SDR 26 PVC (8'-12'), complete in place per unit.

Quantity: 294 UOM: LF Price: $141.50 Total: $41,601.00

1.9 8" SDR 26 PVC (12'-16'), complete in place per unit.

Quantity: 307 UOM: LF Price: $181.50 Total: $55,720.50

1.10 8" SDR 26 PVC (>16'), complete in place per unit.

Quantity: 584 UOM: LF Price: $306.50 Total: $178,996.00

1.11 Single Sewer Service (-30), complete in place per unit..

Quantity: 1 UOM: EA Price: $4,775.00 Total: $4,775.00

1.12 Single Stack Branch Tee Service, complete in place per unit.

Quantity: 1 UOM: EA Price: $5,075.00 Total: $5,075.00

1.13 Tie into existing SS MH, complete in place per unit.

Quantity: 1 UOM: EA Price: $12,500.00 Total: $12,500.00

1.14 Tie into existing SS MH including temporary bypass, complete in place per unit.

Quantity: 1 UOM: EA Price: $48,000.00 Total: $48,000.00

1.15 Trench Safety, complete in place per unit.

Quantity: 1417 UOM: LF Price: $85.00 Total: $120,445.00

1.16 Street Access Improvements
Geogrid for reconstruction, complete in place per unit.

Quantity: 1600 UOM: SF Price: $10.00 Total: $16,000.00

1.17 22" Flexible Base for reconstruction, complete in place per unit..

Quantity: 175 UOM: SY Price: $80.00 Total: $14,000.00

1.18 3" Type D HMAC for reconstruction, complete in place per unit..

Quantity: 175 UOM: SY Price: $65.00 Total: $11,375.00

1.19 Prime coat MC-30, complete in per unit.

Quantity: 915 UOM: SY Price: $9.00 Total: $8,235.00

1.20 8" Subgrade Preparation for reconstruction, complete in place per unit.

Quantity: 175 UOM: SY Price: $15.00 Total: $2,625.00

1.21 Import Fill for access road grading (8" max lifts), complete in place per unit.

Quantity: 820 UOM: CY Price: $52.00 Total: $42,640.00

1.22 2" Type D HMAC for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $30.00 Total: $22,200.00

1.23 10" Flexible Base for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $38.00 Total: $28,120.00

1.24 8" Subgrade Preparation for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $18.00 Total: $13,320.00

1.25 Type "A" Curb & Gutter, complete in place per unit.

Quantity: 80 UOM: LF Price: $55.00 Total: $4,400.00

1.26 7" t 3,000 psi Concrete Driveway for Access Road, complete in place per unit.

Quantity: 850 UOM: SF Price: $23.00 Total: $19,550.00

1.27 Traffic Control, complete in place per unit.

Quantity: 1 UOM: LS Price: $28,500.00 Total: $28,500.00

1.28 SW3 Improvements

Concrete Wash Pit, complete in place per unit.

Quantity: 1 UOM: EA Price: $4,800.00 Total: $4,800.00

1.29 Trash Container, complete in place per unit.

Quantity: 1 UOM: EA Price: $12,000.00 Total: $12,000.00

1.30 Silt Fence, complete in place per unit.

Quantity: 1405 UOM: LF Price: $9.50 Total: $13,347.50

1.31 Gravel Filters for Existing Stormwater Channels, complete in place per unit.

Quantity: 7 UOM: EA Price: $8,500.00 Total: $59,500.00

1.32 Erosion Control Blanket, complete in place per unit.

Quantity: 1100 UOM: SY Price: $10.00 Total: $11,000.00

1.33 Hydro mulch and vegetative watering, complete in place per unit.

Quantity: 1100 UOM: SY Price: $11.00 Total: $12,100.00

1.34 Stabilized Construction Entrance, complete in place per unit.

Quantity: 1 UOM: EA Price: $3,600.00 Total: $3,600.00

1.35 10' Concrete Valley Gutter, complete in place per unit.

Quantity: 150 UOM: SF Price: $28.00 Total: $4,200.00

1.36 Remove / Replace Existing Cyclone Fence, complete in place per unit.

Quantity: 40 UOM: LF Price: $70.00 Total: $2,800.00

1.37 10' wide Rock Lined Drainage Swale, complete in place per unit. .

Quantity: 30 UOM: LF Price: $315.00 Total: $9,450.00

2 Package Header

Option A Access Road (Deduct)

NOTE #1 – PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo. The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

**********Bid Price Schedule Section must be completely filled out in order to be considered**********

Quantity: 1 UOM: PKG Total: $-63,640.00

Package Items

2.1 Access Road (22A) This total will be a negative number.
2" Type D HMAC for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $-38.00 Total: $-28,120.00

2.2 Access Road (23A) This total will be a negative number.
10" Flexible Base for Access Road, complete in place per unit.

Quantity: 740 UOM: SY Price: $-48.00 Total: $-35,520.00

3 Package Header

Option B Access Road (Add)

NOTE #1 – PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo. The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

**********Bid Price Schedule Section must be completely filled out in order to be considered**********

Quantity: 1 UOM: PKG Total: $96,285.00

Package Items

3.1 Access Road (22B) This total will be a positive number.
2" Type D HMAC for Access Road, complete in place per unit.

Quantity: 735 UOM: SY Price: $95.00 Total: $69,825.00

3.2 Access Road (23B) This total will be a positive number.
6" Flexible Base for Access Road, complete in place per unit..

Quantity: 735 UOM: SY Price: $36.00 Total: $26,460.00

4 Package Header

Option C 57 Stone if Groundwater Encountered (Add)

NOTE #1 – PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo. The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

**********Bid Price Schedule Section must be completely filled out in order to be considered**********

Quantity: 1 UOM: PKG Total: $6,300.00

Package Items

4.1 57 Stone if Groundwater Encountered (38C) This total will be a positive number.
6" Minimum Layer of 57 Stone to stabilize Subgrade, complete in place per unit.

Quantity: 70 UOM: CY Price: $90.00 Total: $6,300.00

Response Total: $1,149,203.00

43.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Caroline Romero
Being first duly sworn, deposes and says:

That he/she is a Managing Member of SAL Construction Managment LLC
(a Partner of officer of the firm of, etc.)

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

Caroline Romero
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 17 day of July 20 2025.

Notary Public

My commission expires:

February 7, 2027

ANEL RODRIGUEZ
Notary ID #125908204
My Commission Expires
February 7, 2027

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.

SAL Construction Management LLC

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

FY25-069

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.

Caroline Romero
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP SEAL ABOVE

Sworn to and subscribed before me, by the said Caroline Romero, this the 17 day of July, 20 25 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**********

38.0 Required Submittals (Bid Bond)

BID BOND

Project: City of Laredo Uniroyal Lift Station Elimination

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
SAL Construction Management, LLC

as Principal, and Travelers Casualty and Surety Company of America
Surety, are hereby held and firmly bound unto
City of Laredo Five Percent Greatest Amount Bid
as Owner in the penal sum of 5% G.A.B.
for payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 17th day of July, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the
UniRoyal Lift Station Elimination & Wastewater Line Extension

NOW, THEREFORE,

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

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

The Surety, for value received, hereby stipulates and agrees that he 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.

SAL Construction Management, LLC
(L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety

By: Magdda E. Escandón
Magdda E. Escandón, Attorney in Fact

38.0 Required Submittals (Qualifications)

Project: City of Laredo Uniroyal Lift Station Elimination

I. **Are you registered to do business with the City of Laredo?** ✓ **Yes** _____ **No**

II. If you are registered to do business with the City of Laredo, have you completed the registration forms and requirements listed on the City of Laredo Contractor Registration webpage?

https://www.cityoflaredo.com/departments/building-development-services/permit- applications-requirements

✓ Yes. (date of completion Renewal 9/26/2024) _____ No

III. Statement of Qualifications & References:

1) Name of Project: World Logistics Park Drainage
Value of Contract: 3.2 million
Date Completed: 2/2024
Contact Information: Andrew Brittingham 956-235-2229

2) Name of Project: Eleden Sub'd Ph 23
Value of Contract: 2.2 million
Date Completed: January 2025
Contact Information: Oscar Santos 956-763-3854

3) Name of Project: City of Laredo-Santa Rita 36" Sewer Interceptor Repair
Value of Contract: 840,000.00
Date Completed: January 2024
Contact Information: Oscar Martel 956-721-2000

IV: Current Workload: (List Current Projects, Value, and % complete)

1) Name of Project: 36" Water Transmission Main Jefferson WTP to Zacate Creek
Value of Contract: 23.4 million
% Complete: 70%
Project Engineer: TopSite Civil Group

2) Name of Project: 36" Water Transmission Jefferson WTP Lyon St Booster Pump
Value of Contract: 9.7 million
% Complete: 50%
Project Engineer: TopSite Civil Group

39.0 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)

40.0 **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) SAL Construction Management LLC

Signature Caroline Romero Date July 17, 2025
of person authorized to sign bid

Print Name Caroline Romero
of person authorized to sign bid

Title: Managing Member

Business Address: P O Box 8185

City, State, Zip Code: Weslaco, TX 78599

Telephone Number: 956-202-1452 Fax Number: _____

Contact Person Email Address: anel@sal-construction.com

Federal Tax ID Number: TX 46-0604991

Bidders Principal/Corporate Place of Business Address: 801 S Missouri Ave. Weslaco, TX 78596

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: Limited Liability Company

If other state business status: _____

State how long under its present business name: 13 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

41.0 Price Schedule

41.1 Wastewater Improvements + Street Access Improvements + SW3 Improvements + Site Improvements.

Item #	Wastewater Improvements	Est. Quantity	Unit	Unit Price	Extended
1	Mobilization & bonding, complete in place per unit.	1	LS	$ 125,000.00	$ 125,000.00
2	Removal of existing 8" PVC, complete in place per unit.	423	LF	$ 25.00	$ 10,575.00
3	Removal of Single Sewer Service, complete in place per unit.	2	EA	$ 750.00	$ 1,500.00
4	Fiberglass Sewer Manhole w/Concrete Collar (0' - 12'), complete in place per unit.	1	EA	$ 20,800.00	$ 20,800.00
5	Fiberglass Sewer Manhole w/Concrete Collar (12' - 16'), complete in place per unit.	1	EA	$ 25,500.00	$ 25,500.00
6	Fiberglass Sewer Manhole w/Concrete Collar (>16'), complete in place per unit.	3	EA	$ 28,500.00	$ 85,500.00
7	8" SDR 26 PVC (0'-8'), complete in place per unit.	232	LF	$ 131.50	$ 30,508.00
8	8" SDR 26 PVC (8'-12'), complete in place per unit.	294	LF	$ 141.50	$ 41,601.00
9	8" SDR 26 PVC (12'-16'), complete in place per unit.	307	LF	$ 181.50	$ 55,720.50
10	8" SDR 26 PVC (>16'), complete in place per unit.	584	LF	$ 306.50	$ 178,996.00
11	Single Sewer Service (-30), complete in place per unit.	1	EA	$ 4,775.00	$ 4,775.00
12	Single Stack Branch Tee Service, complete in place per unit.	1	EA	$ 5,075.00	$ 5,075.00
13	Tie into existing SS MH, complete in place per unit.	1	EA	$ 12,500.00	$ 12,500.00
14	Tie into existing SS MH including temporary bypass, complete in place per unit.	1	EA	$ 48,000.00	$ 48,000.00
15	Trench Safety, complete in place per unit.	1,417	LF	$ 85.00	$ 120,445.00
	Street Access Improvements				
16	Geogrid for reconstruction, complete in place per unit.	1,600	SF	$ 10.00	$ 16,000.00
17	22" Flexible Base for reconstruction, complete in place per unit.	175	SY	$ 80.00	$ 14,000.00
18	3" Type D HMAC for reconstruction, complete in place per unit.	175	SY	$ 65.00	$ 11,375.00
19	Prime coat MC-30, complete in per unit.	915	SY	$ 9.00	$ 8,235.00
20	8" Subgrade Preparation for reconstruction, complete in place per unit.	175	SY	$ 15.00	$ 2,625.00
21	Import Fill for access road grading (8" max lifts), complete in place per unit.	820	CY	$ 52.00	$ 42,640.00

22	2" Type D HMAC for Access Road, complete in place per unit.	740	SY	$ 30.00	$ 22,200.00
23	10" Flexible Base for Access Road, complete in place per unit.	740	SY	$ 38.00	$ 28,120.00
24	8" Subgrade Preparation for Access Road, complete in place per unit.	740	SY	$ 18.00	$ 13,320.00
25	Type "A" Curb & Gutter, complete in place per unit.	80	LF	$ 55.00	$ 4,400.00
26	7" t 3,000 psi Concrete Driveway for Access Road, complete in place per unit.	850	SF	$ 23.00	$ 19,550.00
27	Traffic Control, complete in place per unit.	1	LS	$ 28,500.00	$ 28,500.00
	SW3 Improvements				
28	Concrete Wash Pit, complete in place per unit.	1	EA	$ 4,800.00	$ 4,800.00
29	Trash Container, complete in place per unit.	1	EA	$ 12,000.00	$ 12,000.00
30	Silt Fence, complete in place per unit.	1,405	LF	$ 9.50	$ 13,347.50
31	Gravel Filters for Existing Stormwater Channels, complete in place per unit.	7	EA	$ 8,500.00	$ 59,500.00
32	Erosion Control Blanket, complete in place per unit.	1,100	SY	$ 10.00	$ 11,000.00
33	Hydro mulch and vegetative watering, complete in place per unit.	1,100	SY	$ 11.00	$ 12,100.00
34	Stabilized Construction Entrance, complete in place per unit.	1	EA	$ 3,600.00	$ 3,600.00
	Site Improvements				
35	10' Concrete Valley Gutter, complete in place per unit.	150	SF	$ 28.00	$ 4,200.00
36	Remove / Replace Existing Cyclone Fence, complete in place per unit.	40	LF	$ 70.00	$ 2,800.00
37	10' wide Rock Lined Drainage Swale, complete in place per unit.	30	LF	$ 315.00	$ 9,450.00
				Total	$ 993,910.50

41.2 **Options A**: Access Road (Deduct)

Item #	Description Access Road	Est. Quantity	Unit	Unit Price	Extended
DEDUCT:					
22A	2" Type D HMAC for Access Road, complete in place per unit.	-740	SY	$ 38.00	$ -28,120.00
23A	10" Flexible Base for Access Road, complete in place per unit.	-740	SY	$ 48.00	$ -35,520.00
				Total	-63,640.00

41.3 **Options B**: Access Road (Add)

Item #	Description Access Road	Est. Quantity	Unit	Unit Price	Extended
Add:					
22B	4" Geoweb w/ Pea Gravel for Access Road, complete in place per unit.	735	SY	$ 95.00	$ 69,825.00
23B	6" Flexible Base for Access Road, complete in place per unit.	735	SY	$ 36.00	$ 26,460.00
				Total	96,285.00

41.4 **Options C**: 57 Stone if Groundwater Encountered (Add)

Item #	Description 57 Stone if Groundwater Encountered	Est. Quantity	Unit	Unit Price	Extended
Add:					
38C	6" Minimum Layer of 57 Stone to stabilize Subgrade, complete in place per unit.	70	CY	$ 90.00	$ 6,300.00
				Total	6,300.00

NOTE #1 – PAY ITEMS: All items shall consist of furnishing all materials, labor, equipment, superintendence, and all necessary work to undertake and complete the pay item without any further compensation, adjustment, or consideration.

NOTE #2 – GENERAL NOTE: All bid items will be paid for when complete, in place, tested, and accepted by the City of Laredo. The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

***********Bid Price Schedule Section must be completely filled out in order to be considered*********

Company Name: SAL Construction Management LLC

Owner/President Name: Caroline Romero

Company Address: P O Box 8185

City, State, Zip Code: Weslaco, TX 78599

Company Authorized Representative's Signature: Caroline Romero

Company Representative's Name: Caroline Romero

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

42.0 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 the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

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

SAL Construction Management LLC — Caroline Romero — 7/17/2025

Name — Signature — 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

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.**

SAL Construction Management 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.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Caroline Kamen

Signature of vendor doing business with the governmental entity

7/17/2025

Date

43.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Caroline Romero
Being first duly sworn, deposes and says:

That he/she is a Managing Member of SAL Construction Managment LLC
(a Partner of officer of the firm of, etc.)

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

Caroline Romero
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 17 day of July 20 2025.

Notary Public

My commission expires:

February 7, 2027

ANEL RODRIGUEZ
Notary ID #125908204
My Commission Expires
February 7, 2027

44.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

Caroline ____ Romero ____
First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s): Laredo UniRoyal Lift Station Elimination Utilities Dept.

b) Originating Department(s): _____

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

Name (Print)	Signature	Name (Print)	Signature
Caroline Romero	Caroline Romero		

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

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

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

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

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

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

List of subcontractors: _____

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

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

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

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

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

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

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

List of contributors: _____

Updates on Contributions Required

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

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

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

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

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

_____

_____

***Acknowledgements**

✓ **Updates Required**

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

✓ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

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

***Oath**

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

Caroline Romero	Caroline Romero	Managing Member
Name (Print)	Signature	Title
SAL Construction Management LLC		7/14/2025
Company or DBA		Date

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

45.0 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

45.1 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.

45.2 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.**

SAL Construction Management LLC

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

FY25-069

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.

Caroline Romero
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP SEAL ABOVE

Sworn to and subscribed before me, by the said Caroline Romero, this the 17 day of July, 20 25, 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**********

46.0 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 July 17, 2025; and all bids received will be opened and read publicly at 1:00 P.M. at the Office of the City Secretary on July 18, 2025.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Laredo Uniroyal Lift Station Elimination – Utilities Department
FY25-069

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 Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2024

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: Mindy Rivera	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: mindy@mcafeeagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sal Construction Management, LLC P O Box 8185 Weslaco TX 78599	INSURER A: The Ohio Casualty Ins. Co.	
	INSURER B: Ohio Security Ins. Co.	
	INSURER C: Indian Harbor Ins. Co.	
	INSURER D: Texas Mutual Ins. Co.	22945
	INSURER E: Hanover Insurance Company	22292
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 Renewal **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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			BKO(25)56308513	07/25/2024	07/25/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 300,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			BAS(25)56308513	07/25/2024	07/25/2025	~~COMBINED SINGLE LIMIT~~ (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 85,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SXS0066474	07/25/2024	07/25/2025	~~COMBINED SINGLE LIMIT~~ EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001257506	09/02/2023	09/02/2024	[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
E	Inland Marine			IHD A083417-12	07/25/2024	07/25/2025	Leased/Rented Deductible	305,000 1,000

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

CERTIFICATE HOLDER

For Insurance Purposes

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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							Soliz Paving Inc.	
							Total Price	$991,188.50
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended
1	Wastewater Improvements + Street Access Ir			1	PKG		**$985,421.00**	$985,421.00
1.1	Wastewater Improvements (1.1 to 1.15)Mob			1	LS		**$85,000.00**	
1.2	Removal of existing 8'' PVC, complete in plac			423	LF		$115.00	
1.3	Removal of Single Sewer Service, complete ir			2	EA		$4,850.00	
1.4	Fiberglass Sewer Manhole w/Concrete Collar			1	EA		**$15,985.00**	
1.5	Fiberglass Sewer Manhole w/Concrete Collar			1	EA		**$23,875.00**	
1.6	Fiberglass Sewer Manhole w/Concrete Collar			3	EA		**$27,850.00**	
1.7	8" SDR 26 PVC (0'-8'), complete in place per u			232	LF		**$78.00**	
1.8	8" SDR 26 PVC (8'-12'), complete in place per			294	LF		**$115.00**	
1.9	8" SDR 26 PVC (12'-16'), complete in place pe			307	LF		**$155.00**	
1.10	8" SDR 26 PVC (>16'), complete in place per u			584	LF		**$205.00**	
1.11	Single Sewer Service (-30), complete in place			1	EA		$17,950.00	
1.12	Single Stack Branch Tee Service, complete in			1	EA		$13,850.00	
1.13	Tie into existing SS MH, complete in place pe			1	EA		$18,985.00	
1.14	Tie into existing SS MH including temporary b			1	EA		**$35,900.00**	
1.15	Trench Safety, complete in place per unit.			1417	LF		**$65.00**	
1.16	Street Access ImprovementsGeogrid for reco			1600	SF		$10.85	
1.17	22" Flexible Base for reconstruction, complet			175	SY		$95.00	
1.18	3" Type D HMAC for reconstruction, complet			175	SY		$125.00	
1.19	Prime coat MC-30, complete in per unit.			915	SY		$10.00	
1.20	8'' Subgrade Preparation for reconstruction,			175	SY		**$15.00**	
1.21	Import Fill for access road grading (8" max lif			820	CY		**$28.00**	
1.22	2" Type D HMAC for Access Road, complete i			740	SY		$68.00	
1.23	10" Flexible Base for Access Road, complete i			740	SY		**$35.00**	
1.24	8'' Subgrade Preparation for Access Road, co			740	SY		**$15.00**	
1.25	Type “A” Curb & Gutter, complete in place pe			80	LF		**$35.00**	
1.26	7” t 3,000 psi Concrete Driveway for Access F			850	SF		**$18.75**	
1.27	Traffic Control, complete in place per unit.			1	LS		$50,500.00	
1.28	SW3 ImprovementsConcrete Wash Pit, comp			1	EA		$10,000.00	
1.29	Trash Container, complete in place per unit.			1	EA		**$7,500.00**	
1.30	Silt Fence, complete in place per unit.			1405	LF		**$7.50**	
1.31	Gravel Filters for Existing Stormwater Channe			7	EA		**$2,100.00**	
1.32	Erosion Control Blanket, complete in place pe			1100	SY		**$4.50**	
1.33	Hydro mulch and vegetative watering, compl			1100	SY		**$7.25**	
1.34	Stabilized Construction Entrance, complete ir			1	EA		**$2,800.00**	
1.35	10’ Concrete Valley Gutter, complete in place			150	SF		$45.00	

1.36	Remove / Replace Existing Cyclone Fence, co	40	LF	**$35.00**	
1.37	10’ wide Rock Lined Drainage Swale, complet	30	LF	**$230.00**	
2	Option A Access Road (Deduct)NOTE #1 – PA	1	PKG	**-$76,220.00**	-$76,220.00
2.1	Access Road (22A) This total will be a negativ	740	SY	**-$68.00**	
2.2	Access Road (23A) This total will be a negativ	740	SY	-$35.00	
3	Option BAccess Road (Add)NOTE #1 – PAY ITI	1	PKG	**$75,337.50**	$75,337.50
3.1	Access Road (22B) This total will be a positive	735	SY	**$85.00**	
3.2	Access Road (23B) This total will be a positive	735	SY	**$17.50**	
4	Option C57 Stone if Groundwater Encountere	1	PKG	$6,650.00	$6,650.00
4.1	57 Stone if Groundwater Encountered (38C)	70	CY	$95.00	

	SAL Construction Management LLC	
	Total Price	$1,149,203.00
Line #	Unit	Extended
1	$1,110,258.00	$1,110,258.00
1.1	$125,000.00	
1.2	**$25.00**	
1.3	**$750.00**	
1.4	$20,800.00	
1.5	$25,500.00	
1.6	$28,500.00	
1.7	$131.50	
1.8	$141.50	
1.9	$181.50	
1.10	$306.50	
1.11	**$4,775.00**	
1.12	**$5,075.00**	
1.13	**$12,500.00**	
1.14	$48,000.00	
1.15	$85.00	
1.16	**$10.00**	
1.17	**$80.00**	
1.18	**$65.00**	
1.19	**$9.00**	
1.20	**$15.00**	
1.21	$52.00	
1.22	**$30.00**	
1.23	$38.00	
1.24	$18.00	
1.25	$55.00	
1.26	$23.00	
1.27	**$28,500.00**	
1.28	**$4,800.00**	
1.29	$12,000.00	
1.30	$9.50	
1.31	$8,500.00	
1.32	$10.00	
1.33	$11.00	
1.34	$3,600.00	
1.35	**$28.00**	

1.36	$70.00	
1.37	$315.00	
2	-$63,640.00	-$63,640.00
2.1	-$38.00	
2.2	**-$48.00**	
3	$96,285.00	$96,285.00
3.1	$95.00	
3.2	$36.00	
4	**$6,300.00**	$6,300.00
4.1	**$90.00**	

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 29.**

SUBJECT
Authorizing the City Manager to approve change order No. 1 in the amount of $115,491.76 and increase of 200 working days to the contract time. This change order is required to complete the City of Laredo Sports Complex - Lift Station Project, adding material not included in the original contract and delay on easement acquisition. With this change order the contract amount with Southern Trenchless Solutions of La Feria, Texas will increase the contract to a total of $3,054,594.01 and 350 working days. Funds are available in the Sewer System Fund- 2022 Sewer Revenue Bond.

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

PREVIOUS COUNCIL ACTION
On September 5, 2023, the City Council approved the construction contract to Southern Trenchless Solutions of La Feria, Texas in the amount of $2,939,102.25 with a contract time of 150 working days to execute the contract utilizing Buy Board Cooperative Purchasing Program Contract Number 635-21

BACKGROUND
The project was not part of the original CIP Bond sale. Funds from the Sewer Line Rehabilitation will be transferred to fund this project. The new sport complex will require a lift station to pump the sewer to an existing gravity line. The project consisted of the installation of 2,480 linear feet of 8-inch gravity sanitary sewer line to discharge into the proposed duplex lift station 5,685 feet of parallel 6-inch and 10-inch force main and related appurtenances.

Contract	Amount	Working Days
Original contract	$2,939,102.25	150
Change Order No. 1	$115,491.76	200
Total	$3,054,594.01	350

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this action is approved

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2022 Sewer Revenue Bond
Account #:	559-9875-535-9301
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the Sewer System Fund- 2022 Sewer Revenue Bond
Account number 559-9875-535-9301
Project ID:
Project Number SW2119

City of Laredo Utilities Department

CHANGE ORDER 1

Date: 07/17/25

PO# 382445

Project: **CUARTO VIENTOS LOMAS DEL SUR UTILITY EXTENSION AND LIFT STATION**

Contractor: Southern Trenchless Solutions
1200 W. Expressway 83
La Feria, Texas 78559

You are hereby requested to comply with the following changes from the contract plans and specifications.
This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

INCREASE IN CONTRACT DOCUMENT

ITEM No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	INCREASE IN CONTRACT PRICE
	6" FORCE MAIN				
CO No.1	Air Release Valves on 6" force Main (needed to activate line)	3	EA	$ 9,200.00	$ 27,600.00
	10" FORCE MAIN				
	10" Plug Valves (TCEQ REQUIREMENT)	2	EA	$ 19,500.00	$ 39,000.00
	Air Release Valves on 10" force Main (AS PER PREVIOUS MEETING WERE GOING TO BE PLACED LATER BY COL)	3	EA	$ 9,900.00	$ 29,700.00
	12" Gravity Line				
	Rock Clause	1	LS	$ 19,191.76	$ 19,191.76
				Total…..	**$115,491.76**

Change order No. 1	$115,491.76
Change order No. 2 :	
Change order Total :	**$115,491.76**

Original Contract:	$ 2,939,102.25	Original Contract Time:	Calendar days
Change Order total	$115,491.76	Contingency Allowance No. 1	Calendar days
Current contract amount :	$ 3,054,594.01	Total Contract Time	Calendar days

Requested by: Date:_____

luis ramirez

Southern Trenchless Solutions

Approved by: Date: _____

Oscar Martel, E.I.T. Project Manager

Approved by: Date: _____

Joseph Neeb

City Manager

Approved by: Date: _____

Executive Director Utilities Department

Attest:

Mario I Maldonado, Jr.
City Secretary

Approved as to Form:

Doanh "Zone" T. Nguyen
City Attorney

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 30.**

SUBJECT
Authorizing the City Manager to award Contract to the lowest responsive bidder, RAVA Construction, LLC. of Spring, Texas, in the amount of $1,940,000.00 for the provision of all necessary machinery, equipment, labor, supervision, and other services and appurtenances required for the Zacate Creek Wastewater Treatment Plant Improvements. The scope of work consists of New DIP Header and yard piping, new telescoping assembly and other necessary appurtenances. Funding for this project is available from the Sewer System Fund- 2022 Sewer Revenue Bond.

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

PREVIOUS COUNCIL ACTION
No

BACKGROUND
Two companies submitted bids for this project. The pricing summary is as follows

RAVA Construction LLC.	$ 1,940,000.00
J.S. Haren Company	$2,089,210.00

Bid tabulation is attached

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this action is approved

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2022 Sewer Revenue Bond
Account #:	559-9875-535-9301
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the Sewer System Fund- 2022 Sewer Revenue Bond
Account number 559-9875-535-9301
Project Number SW1819

City of Laredo Bid Information

Date: July 3, 2025 Time: 10:00 AM Place: City Secretary's Office BID: Zacate Creek Wastewater Treatment Plant Improvements		#1 J.S. Haren Company Manual		#2 Rava Construction Manual		#3		#4		#5		#6	
		Addendum:		Addendum:		Addendum:		Addendum:		Addendum:		Addendum:	
	Bid Bond	Yes__No__ N/A __		Yes__No__ N/A __		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___ # __		Yes___ No___ # __		Yes___ No___ # __	
Description	Item No.	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid
$	Bid Total :	$2,089,210.00		$1,940,000.00									

Note: All bid information is subject to City review and approval.

ARDURRA

August 1, 2025

Tareq G. Al-Zabet, Ph.D.
Utilities Director
City of Laredo
5816 Daugherty Ave.
Laredo, TX 78041

RE: Zacate Creek Wastewater Treatment Plant Improvements
Construction Contract Award Recommendation

Dear Dr. Al-Zabet,

Bids were received Wednesday, July 2, 2025, then opened, and read aloud on Thursday, July 3, 2025, at 10:00 a.m. in the City Secretary's office for the above referenced project. Two (2) bids were received, who were J.S. Haren Company, and RAVA Construction LLC. The apparent low bidder, including constructions and all materials, was RAVA Construction LLC with a **Total Amount** of **$1,940,000.00**.

Ardurra has reviewed and analyzed the submitted bids, and tabulation of the bid schedules was performed to certify that each bid was entered correctly. The results of this bid tabulation and review are summarized in the attached Bid Tabulation. No discrepancies were found in the bid submitted by RAVA Construction LLC. However, the bid from J.S. Haren Company included a clerical error in Item A1.2, where the unit price in numerical form is shown as the same as the total amount. The unit price was correctly written in words, and the error does not affect the overall bid total.

Ardurra has reviewed the Contractor's bid documents and to its knowledge RAVA Construction LLC has submitted the lowest and responsible bid including constructions and all materials. Ardurra recommends that RAVA Construction LLC **furnish all materials** to help mitigate potential warranty concerns or related issues. Ardurra has performed its due diligence to confirm RAVA Construction LLC resume and past performance. Ardurra has no reason to believe that RAVA Construction LLC will not successfully execute this project. Therefore, it is our recommendation that the City of Laredo award the construction contract for the Zacate Creek Wastewater Treatment Plant Improvements Project to **RAVA Construction LLC** for the **Total Amount** of **$1,940,000.00.**

If you have any questions or need additional information, please feel free to contact me at (956) 462-5511 or via email at ihinojosa@ardurra.com.

Sincerely,
Ardurra Group, Inc.
TBPELS Firm No. F-10053

Ignacio Hinojosa, P.E.
Client Services Manager

Attachments: Attachment 1 – Bid Tabulation
Attachment 2 – RAVA Construction LLC Bid Proposal

ATTACHMENT 1

BID TABULATION

City of Laredo
Zacate Creek Wastewater Treatment Plant Improvements
Table 1
Overall Bid Tabulation

DENOTES APPARENT LOW BID
DENOTES ERROR IN BID

City of Laredo ZCWWTP Improvements Project (Base Bid) Bids Opened July 3, 2025 Prepared by: Ardurra Group, Inc.				RAVA Construction, LLC		RAVA Construction, LLC (City Providing Materials)		J.S. Haren Company		J.S. Haren Company (City Providing Materials)	
ITEM	DESCRIPTION	UNIT	QTY	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
BASE BID											
001	Mobilization, complete in place per lump sum	LS	1	$ 30,000.00	$ 30,000.00			$ 125,000.00	$ 125,000.00		
002	Miscellaneous Site Civil Work, complete in place per lump sum	LS	1	$ 112,000.00	$ 112,000.00			$ 70,000.00	$ 70,000.00		
003	Reconnect, modify, and adjust existing piping, complete in place per each	EA	1	$ 300,000.00	$ 300,000.00			$ 105,000.00	$ 105,000.00		
004	Install new air lift pump for South Reareation Basin, complete in place per each	EA	1	$ 300,000.00	$ 300,000.00			$ 85,000.00	$ 85,000.00		
005	Allowance	Allowance	1	$ 50,000.00	$ 50,000.00			$ 50,000.00	$ 50,000.00		
	BASE BID TOTAL (BID ITEMS No. 001-005)				$ 792,000.00		$ 792,000.00		$ 435,000.00		$ 385,000.00

City of Laredo ZCWWTP Improvements Project (Alternative 1) Bids Opened July 3, 2025 Prepared by: Ardurra Group, Inc.				RAVA Construction, LLC		RAVA Construction, LLC (City Providing Materials)		J.S. Haren Company		J.S. Haren Company (City Providing Materials)	
ITEM	DESCRIPTION	UNIT	QTY	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
Alternative #1											
A1.1	Provide and install 8" diameter 316 S.S. Telescoping Valve and platform including all supports, complete in place per each	EA	1	$ 60,000.00	$ 60,000.00			$ 135,000.00	$ 135,000.00		
A1.2	Provide and install 8" C900 P.V.C. piping and connection to outfall at existing 24" C.I.P., complete in place per linear foot	LF	77	$ 2,000.00	$ 154,000.00			$ 780.00	$ 60,060.00		
A1.3	Provide and install 24"X12" Tee, All fittings, complete in place per each	EA	1	$ 25,000.00	$ 25,000.00			$ 27,000.00	$ 27,000.00		
A1.4	Provide and install 12"x8" Reducer, All fittings, complete in place per each	EA	1	$ 10,000.00	$ 10,000.00			$ 4,500.00	$ 4,500.00		
A1.5	Provide and install 8" 90° Bend, All fittings, complete in place per each	EA	2	$ 5,000.00	$ 10,000.00			$ 9,000.00	$ 18,000.00		
A1.6	Provide and install stair and platform; complete assembly and railing including all concrete foundation and piers, compelte in place per lump sum	LS	1	$ 40,000.00	$ 40,000.00			$ 347,000.00	$ 347,000.00		
	ALERNATIVE 1 TOTAL (ALTERNATIVE 1 ITEMS No. A1.1-A1.6)				$ 299,000.00		$ 299,000.00		$ 591,560.00		$ 425,000.00

City of Laredo ZCWWTP Improvements Project (Alternative 2) Bids Opened July 3, 2025 Prepared by: Ardurra Group, Inc.				RAVA Construction, LLC		RAVA Construction, LLC (City Providing Materials)		J.S. Haren Company		J.S. Haren Company (City Providing Materials)	
ITEM	DESCRIPTION	UNIT	QTY	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
Alternative #2											
A2.1	Remove and replace existing 6" diameter Telescoping Valves including all piping, complete in place per each	EA	2	$ 35,000.00	$ 70,000.00			$ 27,000.00	$ 54,000.00		
	ALERNATIVE 2 TOTAL (ALTERNATIVE 2 ITEMS No. A2.1)				$ 70,000.00		$ 70,000.00		$ 54,000.00		$ 40,000.00

City of Laredo ZCWWTP Improvements Project (Alternative 3) Bids Opened July 3, 2025 Prepared by: Ardurra Group, Inc.				RAVA Construction, LLC		RAVA Construction, LLC (City Providing Materials)		J.S. Haren Company		J.S. Haren Company (City Providing Materials)	
ITEM	DESCRIPTION	UNIT	QTY	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
Alternative #3											
A3.1	Provide and install new 18" P.V.C. C900 underground piping to Headworks at Splitter Box, complete in place per Linear foot	LF	80	$ 1,000.00	$ 80,000.00			$ 1,600.00	$ 128,000.00		
A3.2	Provide and install new 18" D.I.P. at Header Class 53 piping with Protecto 401 interior coating at existing Reaeration Basin wall, complete in place per linear foot	LF	17	$ 4,000.00	$ 68,000.00			$ 4,000.00	$ 68,000.00		
A3.3	Provide and install new 14" D.I.P. Class 53 piping at Header with Protecto 401 interior coating at existing Reaeration Basin wall, complete in place per linear foot	LF	14	$ 2,500.00	$ 35,000.00			$ 4,000.00	$ 56,000.00		
A3.4	Provide and install 12" P.V.C. C900, green color, underground piping to Headworks at Splitter Box, complete in place per linear foot	LF	30	$ 1,000.00	$ 30,000.00			$ 1,500.00	$ 45,000.00		
A3.5	Provide and install 12" D.I.P Class 53 piping with Protecto 401 interior coating at Splitter Box, complete in place per linear foot	LF	5	$ 3,000.00	$ 15,000.00			$ 1,800.00	$ 9,000.00		
A3.6	Provide and install new 8" P.V.C. C900 piping, complete in place per linear foot	LF	25	$ 600.00	$ 15,000.00			$ 1,250.00	$ 31,250.00		
A3.7	Provide and install 6" P.V.C. C900 piping, complete in place per linear foot	LF	6	$ 1,000.00	$ 6,000.00			$ 1,200.00	$ 7,200.00		
A3.8	Provide and install 18" 90° bend fitting, complete in place per each	EA	8	$ 8,000.00	$ 64,000.00			$ 12,000.00	$ 96,000.00		
A3.9	Provide and install 18" 45° bend fitting, complete in place per each	EA	1	$ 7,000.00	$ 7,000.00			$ 12,000.00	$ 12,000.00		
A3.10	Provide and install 18"x18" Tee fitting, complete in place per each	EA	3	$ 19,000.00	$ 57,000.00			$ 33,000.00	$ 99,000.00		
A3.11	Provide and install 18" Plug Valve, complete in place per each	EA	2	$ 60,000.00	$ 120,000.00			$ 42,000.00	$ 84,000.00		
A3.12	Provide and install 14" Plug Valve, complete in place per each	EA	2	$ 12,000.00	$ 24,000.00			$ 37,000.00	$ 74,000.00		
A3.13	Provide and install 18"x14" Reducer fitting, complete in place per each	EA	3	$ 7,000.00	$ 21,000.00			$ 16,000.00	$ 48,000.00		
A3.14	Provide and install 14'x14" Tee fitting, complete in place per each	EA	3	$ 20,000.00	$ 60,000.00			$ 18,000.00	$ 54,000.00		
A3.15	Provide and install 14" Coupling Adapter, complete in place per each	EA	3	$ 5,000.00	$ 15,000.00			$ 4,000.00	$ 12,000.00		
A3.16	Provide and install 12" 90° Bend fitting, complete in place per each	EA	2	$ 3,000.00	$ 6,000.00			$ 4,500.00	$ 9,000.00		
A3.17	Provide and install 12" 22.5° Bend fitting, complete in place per seach	EA	1	$ 3,000.00	$ 3,000.00			$ 5,000.00	$ 5,000.00		
A3.18	Provide and install 8" 90° Bend fitting, complete in place per each	EA	1	$ 4,000.00	$ 4,000.00			$ 2,500.00	$ 2,500.00		
A3.19	Provide and install 8"x12" Increaser, complete in place per each	EA	1	$ 4,000.00	$ 4,000.00			$ 3,800.00	$ 3,800.00		
A3.20	Provide and install 8"x6" Cross fitting, complete in place per each	EA	1	$ 2,500.00	$ 2,500.00			$ 6,000.00	$ 6,000.00		

City of Laredo
Zacate Creek Wastewater Treatment Plant Improvements
Table 1
Overall Bid Tabulation

A3.21	Provide and install 8" 22.5° Bend fitting, complete in place per each	EA	1	$ 2,500.00	$ 2,500.00			$ 3,100.00	$ 3,100.00		
A3.22	Provide and install 8"x6" Reducer fitting, complete in place per each	EA	1	$ 7,000.00	$ 7,000.00			$ 1,600.00	$ 1,600.00		
A3.23	Provide and install 8" Plug Valve, complete in place per each	EA	1	$ 3,000.00	$ 3,000.00			$ 9,000.00	$ 9,000.00		
A3.24	Provide and install 6"x6" Tee fitting, complete in place per each	EA	1	$ 3,500.00	$ 3,500.00			$ 2,000.00	$ 2,000.00		
A3.25	Provide and install 6"x6" Cross fitting, complete in place per each	EA	1	$ 14,500.00	$ 14,500.00			$ 4,000.00	$ 4,000.00		
A3.26	Provide and install 6" Plug Valve, complete in place per each	EA	6	$ 10,000.00	$ 60,000.00			$ 6,000.00	$ 36,000.00		
A3.27	Provide and install 6" Coupling Adapter, complete in place per each	EA	4	$ 2,000.00	$ 8,000.00			$ 800.00	$ 3,200.00		
A3.28	Provide and install 4" wide Stainless Steel (SS) Pipe Straps; (For 12" and 18" Diameter), complete in place per each	EA	2	$ 1,500.00	$ 3,000.00			$ 1,400.00	$ 2,800.00		
A3.29	Provide and install Concrete Pipe Support, complete in place per each	EA	4	$ 1,000.00	$ 4,000.00			$ 8,250.00	$ 33,000.00		
A3.30	Provide and install new concrete flatwork replacement, complete in place per square foot	SF	100	$ 100.00	$ 10,000.00			$ 140.00	$ 14,000.00		
A3.31	Provide and install new Flange Adapters (size varies), complete in place per lump sum	LS	1	$ 20,000.00	$ 20,000.00			$ 45,000.00	$ 45,000.00		
A3.32	Provide and install new 18" End Cap at Header, complete in place per each	EA	1	$ 7,000.00	$ 7,000.00			$ 5,200.00	$ 5,200.00		
	ALERNATIVE 3 TOTAL (ALTERNATIVE 3 ITEMS No. A3.1-A3.32)				**$ 779,000.00**		**$ 779,000.00**		**$ 1,008,650.00**		**$ 710,000.00**

City of Laredo ZCWWTP Improvements Project Bids Opened July 3, 2025 Prepared by: Ardurra Group, Inc.				**RAVA Construction, LLC**		**RAVA Construction, LLC (City Providing Materials)**		**J.S. Haren Company**		**J.S. Haren Company (City Providing Materials)**	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT BID PRICE**	**AMOUNT**	**UNIT BID PRICE**	**AMOUNT**	**UNIT BID PRICE**	**AMOUNT**	**UNIT BID PRICE**	**AMOUNT**
1	Total Base Bid				$ 792,000.00		$ 792,000.00		$ 435,000.00		$ 385,000.00
2	Total Alternative #1				$ 299,000.00		$ 299,000.00		$ 591,560.00		$ 425,000.00
3	Total Alternative #2				$ 70,000.00		$ 70,000.00		$ 54,000.00		$ 40,000.00
4	Total Alternative #3				$ 779,000.00		$ 779,000.00		$ 1,008,650.00		$ 710,000.00
	SUMMARY (ITEMS No. 1-4)				**$ 1,940,000.00**		**$ 1,940,000.00**		**$ 2,089,210.00**		**$ 1,560,000.00**

ATTACHMENT 2

RAVA CONSTRUCTION LLC BID SUBMITTAL

COPY

BID BOND

Project: Zacate Creek Wastewater Treatment Plant Improvements

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

RAVA Construction, LLC

as Principal, and Federal Insurance Company as Surety, are hereby held and firmly bound unto City of Laredo, Texas as Owner in the penal sum of Five Percent of the Greatest Amount Bid ($5% G.A.B.) for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 26th day of June, 20 25.

The condition of the above obligation is such that whereas the Principal has submitted to City of Laredo, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the Zacate Creek Wastewater Treatment Plant Improvements

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the

time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

RAVA Construction, LLC (L.S.)
Principal

By: Atul Raj

Federal Insurance Company
Surety

By: Ashley Britt, Attorney-in-Fact

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, Kathleen Cuckler, Robert C. Davis, Will Duke, Aaron Hawley, 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 **13th** day of **January, 2025.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **13th** day of **January, 2025** 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 26th day of June, 2025.

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.

COPY

SECTION A-5
BID PROPOSAL

To: The City of Laredo, Texas

Honorable Dr. Victor D. Treviño, Mayor

From: RAVA Construction, LLC
Contractor

Address: 10333 Westoffice Dr., Spring, TX 77042
Phone: 832.304.0060
Fax: _____

Project: Zacate Creek Wastewater Treatment Plant Improvements

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

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: _____ 6/23/2025
Addendum No. 2: _____ 06/25/2025
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

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

Wage Determination: _____
Labor Provisions: _____
Affirmative Action Program: _____

Project: Zacate Creek Wastewater Treatment Plant Improvements

Form of Non-Collusive Affidavit

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 of Officer of the firm of, etc.)

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

Signature of 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 26 day of June, 2025.

KARA MEYER
My Notary ID # 133240312
Expires July 29, 2029

Notary Public

My Commission expires

7/29/2029

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: Zacate Creek Wastewater Treatment Plant Improvements

MATERIALS INCORPORATED INTO THE PROJECT - BASE BID:	$ 792,000.00
MATERIALS INCORPORATED INTO THE PROJECT - ALT. # 1:	$ 299,000.00
MATERIALS INCORPORATED INTO THE PROJECT - ALT. # 2:	$ 70,000.00
MATERIALS INCORPORATED INTO THE PROJECT - ALT. # 3:	$ 779,000.00
ALL OTHER CHARGES:	$ 0.00
*TOTAL:	$ 1,940,000.00

*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.

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: Zacate Creek Wastewater Treatment Plant Improvements

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Jefferson Water Treatment Plant West High Service Pump Station
   Value of Contract: $11,650,000.00
   Date Completed: ongoing
2. Name of Project: Filter Rehabilitation and Disinfection Improvements
   Value of Contract: $34,122,212.00
   Date Completed: ongoing
3. Name of Project: Wylie Water Treatment Plant Filter Rehabilitation
   Value of Contract: $4,539,000.00
   Date Completed: May 15, 2024

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

Resume of Fredie Rodriguez is attached.

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

This will be presented if requested by the Owner.

NOTE: **TO BE SUBMITTED UPON REQUEST**

IS NOT AN ACCEPTABLE ANSWER.

FREDIE RODRIGUEZ
SUPERINTENDENT

RAVA CONSTRUCTION

Fredie will coordinate all day-to-day activities with the Project Manager and Project Executive. Fredie will be responsible for supervision at the field level of all job site personnel and subcontractors, adherence to the project schedule, safety management/compliance, and to the standard of quality outlined in the contract documents.

EXPERIENCE & EDUCATION

16 years professional experience
5 years Superintendent
2 years RAVA Construction

TRAINING AND CERTIFICATION

OSHA 30 Hours
Competent Person Trenching, Confined Spaces, Fall Protection, Excavation
SWPPP & SPCC
CPR | First Aid | Bloodborne Pathogens
Forklift Training

PROJECT EXPERIENCE

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.

OTHER EXPERIENCE

- **City of Laredo Manadas Wastewater Treatment Plant LAREDO, TX Superintendent. $51M.**
  The new Wastewater Treatment Plant will have a wastewater treatment capacity of 4.75 MGD. Gravity pipe outfall installation to lead the clean water to Manadas Creek Tributary.
- **Leon Creek Water Recycling Center Improvements Phase II San Antonio, TX Superintendent. $14M.**
  Phase II Improvements. Removal and replacement of existing grit removal equipment installed two cloth media filters, provided a new chlorine injection point, demolished abandoned facilities, replaced site paving, structural and safety repairs to the WRC Flow Equalization Basins, added isolation valves and adjusted fire hydrants.
- **HEB San Antonio Region Support Center Primary Treatment Plant SAN ANTONIO, TX Foreman. $9M.**
  Design-Build Project, new primary treatment facility for the dairy waste from HEB productions.
- **SAWS Agua Vista Station SAN ANTONIO, TX Foreman. $70.7M.**
  Expansion of the city's Surface Water Treatment Plant from approximately 17 MGD to 30 MGD. This expansion provided enough treated potable water to accommodate the future growth in the Pflugerville service area. The scope includes: an expansion of existing Lake Raw Water Pump station. Constructed three new metal buildings and two new masonry buildings; yard piping of one to 54-inch diameter; installation of a new electrical system, a new SCADA system and a new main control room; and demolitions of existing facilities.
- **ON Stevens Water Plant CORPUS CHRISTI, TX Foreman. $21M.**
  New pump station with six new split-case, centrifugal pumps and start-up, including a new 72" SS header pipe, MV electrical installation with 3 VFDs, SCADA integration, a new 12,700-square-foot masonry building with foundation construction. 60 and 72-inch yard piping.
- **South Laredo Wastewater Treatment Plant 12 MGD Expansion LAREDO, TX Foreman. $21M.**
  Expansion from 12 MGD to 18 MGD. Construction of aeration basin, secondary clarifier, and effluent sample building; expansion of chlorine contact basin and RAS pump station; modification of chlorine storage and feed building; installation of submersible pump, RAS pumps, and chlorine contact basin splitter box.
- **South Laredo Wastewater Treatment Plant 6 MGD Expansion LAREDO, TX Foreman. $43.9M.**
  Upgraded the existing 6 MGD to 12 MGD. The new process train included a new influent pump station with two 6 MGD and three 12 MGD submersible impeller pumps, a new headworks facility with mechanical bar screens, screenings conveyor and vortex grit equipment, a new aeration basin with five turbo blowers and coarse and fine bubble aeration, a new 100' clarifier, a new chlorine contact basin with attached non potable water pump station with three 1 MGD vertical turbine pumps, a new chlorine storage and feed facility with a chlorine induction system, a new RAS pump station, a new dewatering facility including two new meter belt presses, a new conveyor system and polymer feed system, a new bio-trickling filter odor control system, and a new aerated sludge holding tank pump.

Project: Zacate Creek Wastewater Treatment Plant Improvements

Proposed Progress Schedules:

See Attached.

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

See Attached.

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

N/a

NOTE: **TO BE SUBMITTED UPON REQUEST**

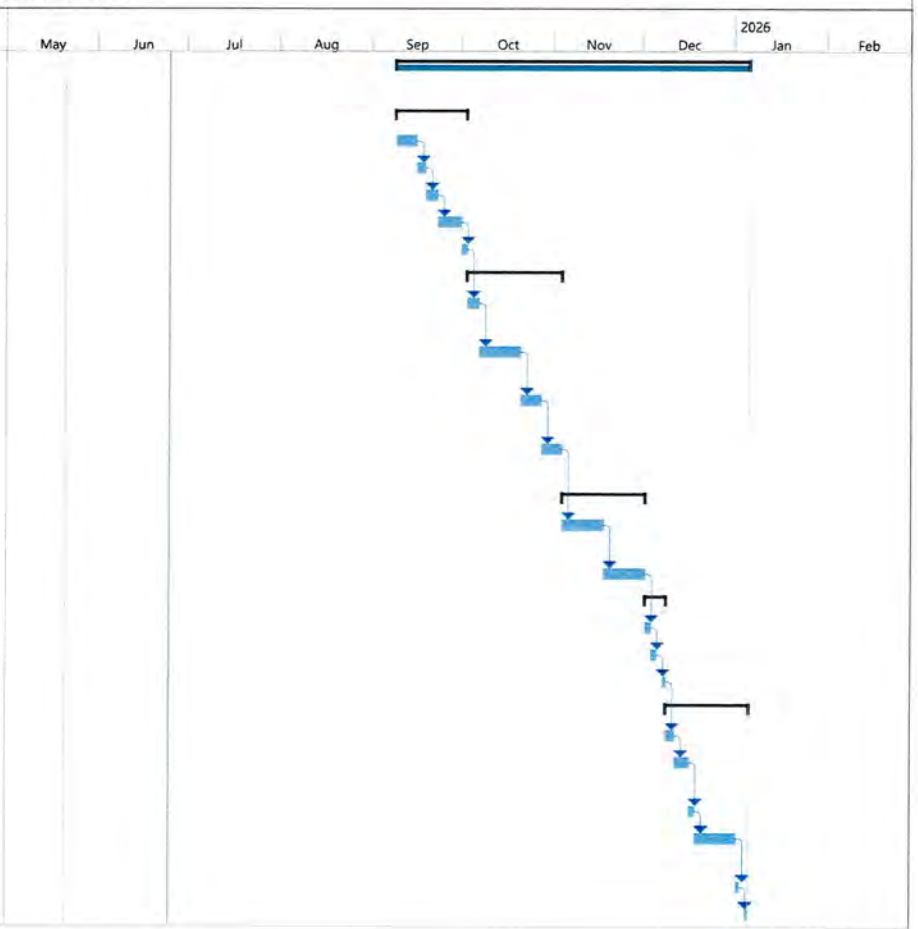
IS NOT AN ACCEPTABLE ANSWER.

SCHEDULE

We have prepared three distinct schedules, each corresponding to a different alternative scenario. In the event that we are awarded more than one alternative, the activities from each schedule will be integrated, with some overlap expected.

ZACATE CREEK WASTEWATER TREATMENT PLANT

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Zacate Waste Water Treatment Plant Alt # 1**	**85 days**	**Tue 9/9/25**	**Mon 1/5/26**		
2		**Preconstruction**	**18 days**	**Tue 9/9/25**	**Thu 10/2/25**		
3		Job Set Up	5 days	Tue 9/9/25	Mon 9/15/25		
4		Silt Fence Installation	3 days	Tue 9/16/25	Thu 9/18/25	3	
5		staking	2 days	Fri 9/19/25	Mon 9/22/25	4	
6		Demolition	6 days	Tue 9/23/25	Tue 9/30/25	5	
7		Disposal of Spoil Material	2 days	Wed 10/1/25	Thu 10/2/25	6	
8		**Utilities**	**22 days**	**Fri 10/3/25**	**Mon 11/3/25**		
9		Installation of 24"x12" cut in tee	2 days	Fri 10/3/25	Mon 10/6/25	7	
10		Installation of 8" sewer line	10 days	Tue 10/7/25	Mon 10/20/25	9	
11		Installation of support brackets	5 days	Tue 10/21/25	Mon 10/27/25	10	
12		Installation of telescoping valve, stand and support	5 days	Tue 10/28/25	Mon 11/3/25	11	
13		**Stairs**	**20 days**	**Tue 11/4/25**	**Mon 12/1/25**		
14		Concrete Foundation for Stairs	10 days	Tue 11/4/25	Mon 11/17/25	12	
15		Stair installation	10 days	Tue 11/18/25	Mon 12/1/25	14	
16		**concrete**	**5 days**	**Tue 12/2/25**	**Mon 12/8/25**		
17		Leveling	2 days	Tue 12/2/25	Wed 12/3/25	15	
18		Rebar Installation	2 days	Thu 12/4/25	Fri 12/5/25	17	
19		Concrete Pour	1 day	Mon 12/8/25	Mon 12/8/25	18	
20		**Details and end**	**20 days**	**Tue 12/9/25**	**Mon 1/5/26**		
21		Final Touches	3 days	Tue 12/9/25	Thu 12/11/25	19	
22		Final Clean and Demobilization	3 days	Fri 12/12/25	Tue 12/16/25	21	
23		Punch List	2 days	Wed 12/17/25	Thu 12/18/25	22	
24		Complete Punch list / Owner Training	10 days	Fri 12/19/25	Thu 1/1/26	23	
25		Substancial Completition	1 day	Fri 1/2/26	Fri 1/2/26	24	
26		Final Compeletion	1 day	Mon 1/5/26	Mon 1/5/26	25	

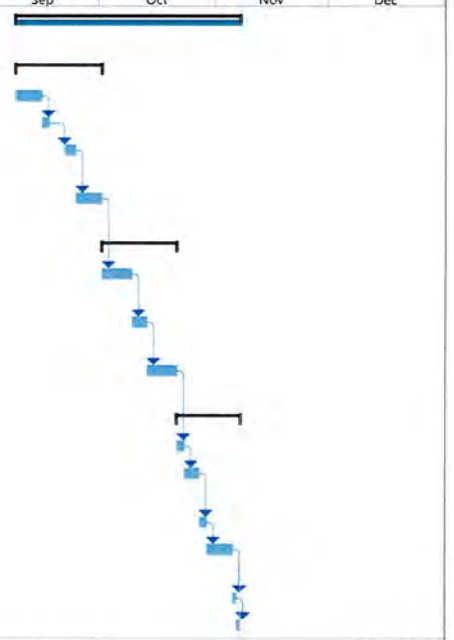


Project: ElMetroTransitFacilityI
Date: Wed 6/25/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ZACATE CREEK WASTEWATER TREATMENT PLANT

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Zacate Waste Water Treatment Plant Alt # 2**	**44 days**	**Tue 9/9/25**	**Fri 11/7/25**		
2		**Preconstruction**	**17 days**	**Tue 9/9/25**	**Wed 10/1/25**		
3		Job Set Up	5 days	Tue 9/9/25	Mon 9/15/25		
4		Silt Fence Installation	2 days	Tue 9/16/25	Wed 9/17/25	3	
5		Dewatering of Reaeration Basin (prop north digester)	3 days	Mon 9/22/25	Wed 9/24/25	4	
6		cleaning of Reaeration Basin (prop north digester)	5 days	Thu 9/25/25	Wed 10/1/25	5	
7		**Utilities**	**14 days**	**Thu 10/2/25**	**Tue 10/21/25**		
8		Dismantle existing Telescoping Valve	6 days	Thu 10/2/25	Thu 10/9/25	6	
9		Cleaning and Disposal of spoil material	2 days	Fri 10/10/25	Mon 10/13/25	8	
10		Install new Telescoping Valve	6 days	Tue 10/14/25	Tue 10/21/25	9	
11		**Details and end**	**13 days**	**Wed 10/22/25**	**Fri 11/7/25**		
12		Final Touches	2 days	Wed 10/22/25	Thu 10/23/25	10	
13		Final Clean and Demobilization	2 days	Fri 10/24/25	Mon 10/27/25	12	
14		Punch List	2 days	Tue 10/28/25	Wed 10/29/25	13	
15		Complete Punch list / Owner Training	5 days	Thu 10/30/25	Wed 11/5/25	14	
16		Substancial Completition	1 day	Thu 11/6/25	Thu 11/6/25	15	
17		Final Completition	1 day	Fri 11/7/25	Fri 11/7/25	16	

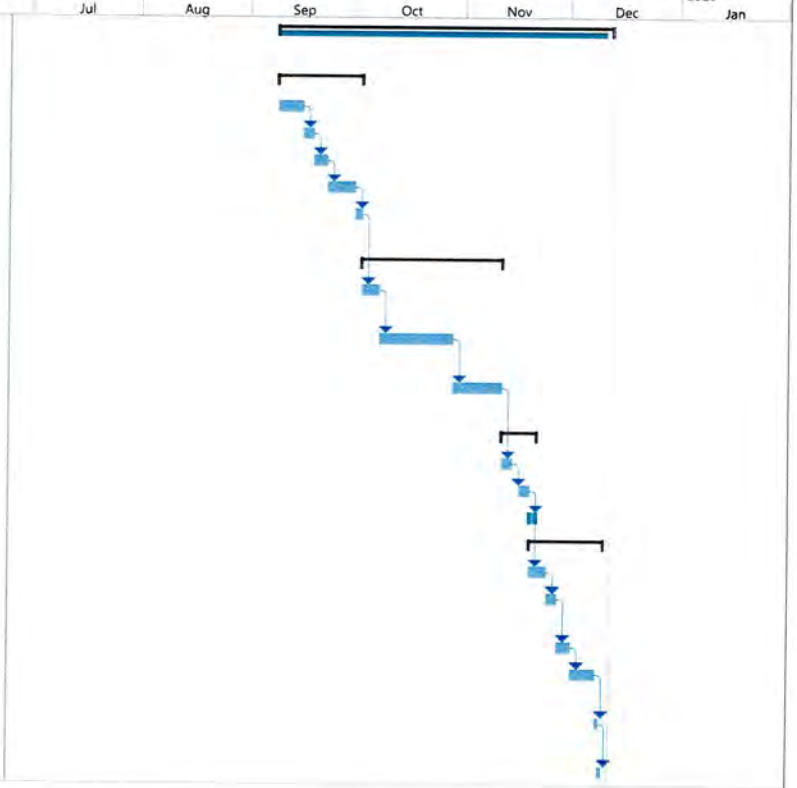


Project: ElMetroTransitFacilityI
Date: Wed 6/25/25

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

ZACATE CREEK WASTEWATER TREATMENT PLANT

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Zacate Waste Water Treatment Plant Alt # 1**	**69 days**	**Tue 9/9/25**	**Fri 12/12/25**		
2		**Preconstruction**	**18 days**	**Tue 9/9/25**	**Thu 10/2/25**		
3		Job Set Up	5 days	Tue 9/9/25	Mon 9/15/25		
4		Silt Fence Installation	3 days	Tue 9/16/25	Thu 9/18/25	3	
5		Staking	2 days	Fri 9/19/25	Mon 9/22/25	4	
6		Demolition	6 days	Tue 9/23/25	Tue 9/30/25	5	
7		Disposal of Spoil Material	2 days	Wed 10/1/25	Thu 10/2/25	6	
8		**Utilities**	**28 days**	**Fri 10/3/25**	**Tue 11/11/25**		
9		Conexion of Existing Pipe	3 days	Fri 10/3/25	Tue 10/7/25	7	
10		Installation of 6",8",12" P.V.C Sewer Line	15 days	Wed 10/8/25	Tue 10/28/25	9	
11		Installation of 14"/18" D.I.P Header	10 days	Wed 10/29/25	Tue 11/11/25	10	
12		**Concrete**	**8 days**	**Wed 11/12/25**	**Fri 11/21/25**		
13		Leveling	3 days	Wed 11/12/25	Fri 11/14/25	11	
14		Rebar Installation	3 days	Mon 11/17/25	Wed 11/19/25	13	
15		Concrete Pour	2 days	Thu 11/20/25	Fri 11/21/25	14	
16		**Details and end**	**15 days**	**Thu 11/20/25**	**Wed 12/10/25**		
17		Final Touches	3 days	Thu 11/20/25	Mon 11/24/25	14	
18		Final Clean and Demobilization	3 days	Tue 11/25/25	Thu 11/27/25	17	
19		Punch List	2 days	Fri 11/28/25	Mon 12/1/25	18	
20		Complete Punch list / Owner Training	5 days	Tue 12/2/25	Mon 12/8/25	19	
21		Substancial Completition	1 day	Tue 12/9/25	Tue 12/9/25	20	
22		Final Compeletion	1 day	Wed 12/10/25	Wed 12/10/25	21	



Project: ElMetroTransitFacilityI
Date: Wed 6/25/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

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RAVA CONSTRUCTION

RAVA Construction, LLC
10333 Westoffice Drive
Houston TX 77042
832-304-0060

PROPOSED EQUIPMENT

MACHINE	CAPACITY	AGE	CONDITIONS	LOCATION
Mini - Excavator	3.5 ton	2024	New	Laredo
Skid Steer Loader	3480 lbs	2018	Used	New Braunfels, TX
Trench Roller	16,860 lbs	2019	Used	Laredo
Crane	55 ton	2001	Used	Laredo
Water Truck	500 gal	2024	New	Laredo

RAVA Construction, LLC
10333 Westoffice Drive
Houston TX 77042
832-304-0060

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	CONTACT	SCOPE OF WORK
N/a		

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: Zacate Creek Wastewater Treatment Plant Improvements

	BASE BID				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
1	Mobilization, Bonds, Storm Water Pollution Prevention Plan (SWPPP) and Compliance with National Pollutant Discharge Elimination System (NPDES) Permit; complete, in place, ready to use for the lump sum of: Thirty Thousand dollars and Zero cents.	LS	1	$30,000.00	$ 30,000.00
2	Miscellaneous site civil work including all clearing, grubbing, demolition of required sidewalks, concrete, conflicts, and piping, to use for the lump sum of: One Hundred Twelve Thousand dollars and Zero cents	LS	1	$112,000.00	$ 112,000.00
3	Reconnect, modify, and adjust existing piping; all work to include all restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Three Hundred Thousand dollars and Zero cents	EA	1	$300,000.00	$ 300,000.00

	BASE BID				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
4	Install new air lift pump for South Reareation Basin by removing existing 90 degree fitting, intall 1.5" tubing in existing piping, and connect 1.5" piping to existing nearby air line; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Three Hundred Thousand dollars and Zero cents	EA	1	$ 300,000.00	$ 300,000.00
5	Allowance: Utility and Contingency. This allowance is to be used at the Owner's discretion for unanticipated adjustment of a utility or unknown structure, which warrants the use of the Allowance, or a portion thereof. Should use of the Allowance become necessary, the Owner will provide written authorization at a cost to be negotiated between the Owner and the Contractor and based on the Contractor's actual cost. No work is to be performed under this item without written approval and authorization from the Owner. Work performed without written authorization will not be paid. There is no guarantee that any of these funds will be used, and this item may be deleted in its entirety. If approved, an authorization shall be measured by complete and functioning adjustment of the unanticipated work. Payment shall be made for work complete, in place, tested, and ready to use.	Allowance	1	$ 50,000.00	$ 50,000.00

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1-5)

$ 792,000.00

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1-5) WRITTEN IN WORDS:

Seven Hundred Ninety Two Thousand Dollars and Zero Cents

ALTERNATIVE #1					
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A1.01	Provide and install 8" diameter 316 S.S. Telescoping Valve and platform including all supports; all work to include all piping (SS), appurtenances, fittings, reducers, seals, concrete wall coring, and all other items for a complete installation; all work complete, in place, tested, ready to use per each of: Sixty Thousand dollars and Zero cents.	EA	1	$60,000.00	$ 60,000.00
A1.02	Provide and install 8" C900 P.V.C. piping and connection to outfall at existing 24" C.I.P; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: One Hundred Fifty Four Thousand dollars and Zero cents.	LF	77	$2,000.00	$ 154,000.00
A1.03	Provide and install 24"X12" Tee; all work to include all fittings, piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Twenty Five Thousand dollars and Zero cents.	EA	1	$25,000.00	$ 25,000.00
A1.04	Provide and install 12"x8" Reducer; all work to include all fittings, piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Ten Thousand dollars and Zero cents.	EA	1	$10,000.00	$ 10,000.00

ALTERNATIVE #1					
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A1.05	Provide and install 8" 90° Bend; all work to include all fittings, piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Ten Thousand dollars and Zero cents.	EA	2	$5,000.00	$ 10,000.00
A1.06	Provide and install stair and platform; complete assembly and railing including all concrete foundation and piers; all work to include all appurtenances and all other items for a complete installation; all work complete, in-place, tested; ready to use per each of: Forty Thousand dollars and Zero cents.	LS	1	$40,000.00	$ 40,000.00

TOTAL ALT #1 AMOUNT (ALT # 1 BID ITEMS NO. A1.01-A1.06)

$ 299,000.00

TOTAL ALT #1 AMOUNT (ALT # 1 BID ITEMS NO. A1.01-A1.06)
WRITTEN IN WORDS:

Two Hundred Ninety Nine Thousand Dollars and Zero Cents.

ALTERNATE #2					
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A2.01	Remove and replace existing 6" diameter Telescoping Valves including all piping; all work to include all appurtenances, fittings, reducers, seals, and all other items for a complete installation; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Seventy Thousand dollars and Zero cents.	EA	2	35,000.00	$ 70,000.00

TOTAL ALT #2 AMOUNT (ALT # 2 BID ITEM NO. A2.01)

$ 70,000.00

TOTAL ALT #2 AMOUNT (ALT # 2 BID ITEM NO. A2.01)

WRITTEN IN WORDS:

Seventy Thousand Dollars and Zero Cents.

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.01	Provide and install new 18" P.V.C. C900 underground piping to Headworks at Splitter Box; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: Eighty Thousand dollars and Zero cents.	LF	80	$ 1,000.00	$ 80,000.00
A3.02	Provide and install new 18" D.I.P. at Header Class 53 piping with Protecto 401 interior coating at existing Reaeration Basin wall (Proposed North Digester); paint piping; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: Sixty Eight Thousand dollars and Zero cents.	LF	17	$ 4,000.00	$ 68,000.00
A3.03	Provide and install new 14" D.I.P. Class 53 piping at Header with Protecto 401 interior coating at existing Reaeration Basin wall (Proposed North Digester); paint piping; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: Thirty Five Thousand dollars and Zero cents.	LF	14	$ 2,500.00	$ 35,000.00
A3.04	Provide and install 12" P.V.C. C900, green color, underground piping to Headworks at Splitter Box; all work to include all piping, restraints, tie-ins; all work complete, in-place, tested; ready to use per linear foot of: Thirty Thousand dollars and Zero cents.	LF	30	$ 1,000.00	$ 30,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.05	Provide and install 12" D.I.P Class 53 piping with Protecto 401 interior coating at Splitter Box; paint all exposed Ductile Iron Piping and Fittings; wrap exterior pipe; all work to include all piping, restraints, 4" S.S strap tie-ins; all work complete, in-place, tested; ready to use per linear foot of: Fifteen Thousand dollars and Zero cents.	LF	5	$3,000.00	$ 15,000.00
A3.06	Provide and install new 8" P.V.C. C900 piping; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: Fifteen Thousand dollars and Zero cents.	LF	25	$600.00	$ 15,000.00
A3.07	Provide and install 6" P.V.C. C900 piping; all work to include piping, restraints, tie-ins; all work complete, in-place, tested; ready to use per linear foot of: Six Thousand dollars and Zero cents.	LF	6	$1,000.00	$ 6,000.00
A3.08	Provide and install 18" 90° bend fitting; all work complete, in-place, tested; ready to use per each of: Sixty Four Thousand dollars and Zero cents.	EA	8	$8,000.00	$ 64,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.09	Provide and install 18" 45° bend fitting; all work complete, in-place, tested; ready to use per each of: Seven Thousand dollars and Zero cents.	EA	1	$ 7,000.00	$ 7,000.00
A3.10	Provide and install 18"x18" Tee fitting; all work complete, in-place, tested; ready to use per each of: Fifty Seven Thousand dollars and Zero cents.	EA	3	$ 19,000.00	$ 57,000.00
A3.11	Provide and install 18" Plug Valve; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: One Hundred Twenty Thousand dollars and Zero cents.	EA	2	$ 60,000.00	$ 120,000.00
A3.12	Provide and install 14" Plug Valve; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Twenty Four Thousand dollars and Zero cents.	EA	2	$ 12,000.00	$ 24,000.00
A3.13	Provide and install 18"x14" Reducer fitting; all work complete, in-place, tested; ready to use per each of: Twenty One Thousand dollars and Zero cents.	EA	3	$ 7000.00	$ 21,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.14	Provide and install 14"x14" Tee fitting; all work complete, in-place, tested; ready to use per each of: Sixty Thousand dollars and Zero cents.	EA	3	$20,000.00	$ 60,000.00
A3.15	Provide and install 14" Coupling Adapter; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Fifteen Thousand dollars and Zero cents.	EA	3	$5,000.00	$ 15,000.00
A3.16	Provide and install 12" 90° Bend fitting; all work complete, in-place, tested; ready to use per each of: Six Thousand dollars and Zero cents.	EA	2	$3,000.00	$ 6,000.00
A3.17	Provide and install 12" 22.5° Bend fitting; all work complete, in-place, tested; ready to use per each of: Three Thousand dollars and Zero cents.	EA	1	$3,000.00	$ 3,000.00
A3.18	Provide and install 8" 90° Bend fitting; all work complete, in-place, tested; ready to use per each of: Four Thousand dollars and Zero cents.	EA	1	$4,000.00	$ 4,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.19	Provide and install 8"x12" Increaser; all work complete, in-place, tested; ready to use per each of: Four Thousand dollars and Zero cents.	EA	1	$4,000.00	$ 4,000.00
A3.20	Provide and install 8"x6" Cross fitting; all work complete, in-place, tested; ready to use per each of: Two Thousand Five Hundred dollars and Zero cents.	EA	1	$2,500.00	$ 2,500.00
A3.21	Provide and install 8" 22.5° Bend fitting; all work complete, in-place, tested; ready to use per each of: Two Thousand Five Hundred dollars and Zero cents.	EA	1	$2,500.00	$ 2,500.00
A3.22	Provide and install 8"x6" Reducer fitting; all work complete, in-place, tested; ready to use per each of: Seven Thousand dollars and Zero cents.	EA	1	$7,000.00	$ 7,000.00
A3.23	Provide and install 8" Plug Valve; all work complete, in-place, tested; ready to use per each of: Three Thousand dollars and Zero cents.	EA	1	$3,000.00	$ 3,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.24	Provide and install 6"x6" Tee fitting; all work complete, in-place, tested; ready to use per each of: Three Thousand Five Hundred dollars and Zero cents.	EA	1	$ 3,500.00	$ 3,500.00
A3.25	Provide and install 6"x6" Cross fitting; all work complete, in-place, tested; ready to use per each of: Fourteen Thousand Five Hundred dollars and Zero cents.	EA	1	$ 14,500.00	$ 14,500.00
A3.26	Provide and install 6" Plug Valve; all work complete, in-place, tested; ready to use per each of: Sixty Thousand dollars and Zero cents.	EA	6	$ 10,000.00	$ 60,000.00
A3.27	Provide and install 6" Coupling Adapter; all work complete, in-place, tested; ready to use per each of: Eight Thousand dollars and Zero cents.	EA	4	$ 2,000.00	$ 8,000.00
A3.28	Provide and install 4" wide Stainless Steel (SS) Pipe Straps; (For 12" and 18" Diameter) all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Three Thousand dollars and Zero cents.	EA	2	$ 1,500.00	$ 3,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.29	Provide and install Concrete Pipe Support; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Four thousand dollars and Zero cents.	EA	4	$ 1,000.00	$ 4,000.00
A3.30	Provide and install new concrete flatwork replacement; all work to include all items and match existing concrete thickness for a complete installation; all work complete, in-place, tested; ready to use per square foot of: Ten Thousand dollars and Zero cents.	SF	100	$ 100.00	$ 10,000.00
A3.31	Provide and install new Flange Adapters (size varies); all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per lump sum of: Twenty Thousand dollars and Zero cents.	LS	1	$ 20,000.00	$ 20,000.00
A3.32	Provide and install new 18" End Cap at Header; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Seven Thousand dollars and Zero cents.	EA	1	$ 7,000.00	$ 7,000.00

TOTAL ALT #3 AMOUNT (ALT # 3 BID ITEMS NO. A3.01-A3.32)

$ 779,000.00

TOTAL ALT #3 AMOUNT (ALT # 3 BID ITEMS NO. A3.01-A3.32)

WRITTEN IN WORDS:

Seven Hundred Seventy Nine Thousand Dollars and Zero Cents.

SUMMARY SHEET

PROJECT: Zacate Creek Wastewater Treatment Plant Improvements

TOTAL BASE BID:

$ 792,000.00

TOTAL ALT #1:

$ 299,000.00

TOTAL ALT #2:

$ 70,000.00

TOTAL ALT #3:

$ 779,000.00

GRAND TOTAL INCLUDING BASE BID, ALT#1, ALT#2, & ALT#3:

$ 1,940,000.00

SPECIAL BID: FOR INSTALLATION ONLY INCLUDING LABOR, BONDS, INSURANCE, WARRANTY, AND SUPERINTENDANCE; COMPLETE, IN-PLACE, TESTED, AND READY TO USE.

CITY TO PROVIDE ALL MATERIALS.

SPECIAL BID - PROJECT: Zacate Creek Wastewater Treatment Plant Improvements

SPECIAL BID - TOTAL BASE BID:

$ 792,000.00

SPECIAL BID - TOTAL ALT #1:

$ 299,000.00

SPECIAL BID - TOTAL ALT #2:

$ 70,000.00

SPECIAL BID - TOTAL ALT #3:

$ 779,000.00

SPECIAL BID - GRAND TOTAL INCLUDING BASE BID, ALT#1, ALT#2, & ALT#3:

$ 1,940,000.00

NOTE: THE CITY RESERVES THE RIGHT TO AWARD BASE BID AND/OR ANY OR NONE OF ALTERNATIVES 1, 2, OR 3. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS INCLUDING SPECIAL BIDS.

NOTE:

1) **Items of work or requirements not shown nor specifically listed for payment in the Bid Proposal and for work, scope, requirements in the plans, contract documents or specifications, if not listed, shall be considered necessary and subsidiary to the other items in the Bid Schedule and shall be required under the Contract.**

   Meet All Local, State, Federal, AWWA, TCEQ, and OSHA Codes and Regulations; complete, in-place, tested, and ready to use.

2) **All Bid Items listed are approximate and are for reference only. See plans and specifications.**

Note: For any conflict for measurement and payment items shown in the plans, standard or technical specifications, or drawings of this project the items shown in the "Bid Proposal/Schedule of Values" will prevail and be the only items to be used for project payment; complete, tested, in place and ready to use.

RAVA Construction, LLC
Contractor

Signature | President
Title

10333 Westoffice Dr. | Houston, TX | 77042
Address | City/State | Zip Code

Telephone Number: (832) 304-0060

Fax Number: ( )

Date: 6/26/2025

NOTE: FINAL PAYMENT FOR BID ITEMS SHOWN IN BID PROPOSAL/SCHEDULE WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

BID BOND

Project: Zacate Creek Wastewater Treatment Plant Improvements

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

RAVA Construction, LLC

as Principal, and Federal Insurance Company as Surety, are hereby held and firmly bound unto City of Laredo, Texas as Owner in the penal sum of Five Percent of the Greatest Amount Bid ($5% G.A.B.) for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 26th day of June, 20 25.

The condition of the above obligation is such that whereas the Principal has submitted to City of Laredo, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the Zacate Creek Wastewater Treatment Plant Improvements

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the

time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

RAVA Construction, LLC (L.S.)
Principal

By: Atul Raj

Federal Insurance Company
Surety

By: Ashley Britt, Attorney-in-Fact

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, Kathleen Cuckler, Robert C. Davis, Will Duke, Aaron Hawley, 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 **13th** day of **January, 2025.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **13th** day of **January, 2025** 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 26th day of June, 2025.

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.

SECTION A-5
BID PROPOSAL

To: The City of Laredo, Texas

Honorable Dr. Victor D. Treviño, Mayor

From: RAVA Construction, LLC
Contractor

Address: 10333 Westoffice Dr., Spring, TX 77042
Phone: 832.304.0060
Fax: _____

Project: Zacate Creek Wastewater Treatment Plant Improvements

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

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: _____ 6/23/2025
Addendum No. 2: _____ 06/25/2025
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

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

Wage Determination: _____
Labor Provisions: _____
Affirmative Action Program: _____

Project: Zacate Creek Wastewater Treatment Plant Improvements

Form of Non-Collusive Affidavit

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 of Officer of the firm of, etc.)

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

Signature of 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 26 day of June, 2025.

NOTARY PUBLIC STATE OF TEXAS
KARA MEYER
My Notary ID # 133240312
Expires July 29, 2029

Notary Public

My Commission expires

7/29/2029

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: Zacate Creek Wastewater Treatment Plant Improvements

MATERIALS INCORPORATED INTO THE PROJECT - BASE BID:	$ 792,000.00
MATERIALS INCORPORATED INTO THE PROJECT - ALT. # 1:	$ 299,000.00
MATERIALS INCORPORATED INTO THE PROJECT - ALT. # 2:	$ 70,000.00
MATERIALS INCORPORATED INTO THE PROJECT - ALT. # 3:	$ 779,000.00
ALL OTHER CHARGES:	$ 0.00
*TOTAL:	$ 1,940,000.00

*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.

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: Zacate Creek Wastewater Treatment Plant Improvements

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Jefferson Water Treatment Plant West High Service Pump Station
   Value of Contract: $11,650,000.00
   Date Completed: ongoing
2. Name of Project: Filter Rehabilitation and Disinfection Improvements
   Value of Contract: $34,122,212.00
   Date Completed: ongoing
3. Name of Project: Wylie Water Treatment Plant Filter Rehabilitation
   Value of Contract: $4,539,000.00
   Date Completed: May 15, 2024

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

Resume of Fredie Rodriguez is attached.

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

This will be presented if requested by the Owner.

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

FREDIE RODRIGUEZ
SUPERINTENDENT

RAVA CONSTRUCTION

Fredie will coordinate all day-to-day activities with the Project Manager and Project Executive. Fredie will be responsible for supervision at the field level of all job site personnel and subcontractors, adherence to the project schedule, safety management/compliance, and to the standard of quality outlined in the contract documents.

EXPERIENCE & EDUCATION

16 years professional experience
5 years Superintendent
2 years RAVA Construction

TRAINING AND CERTIFICATION

OSHA 30 Hours
Competent Person Trenching, Confined Spaces, Fall Protection, Excavation
SWPPP & SPCC
CPR | First Aid | Bloodborne Pathogens
Forklift Training

PROJECT EXPERIENCE

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.

OTHER EXPERIENCE

- **City of Laredo Manadas Wastewater Treatment Plant LAREDO, TX Superintendent. $51M.**
  The new Wastewater Treatment Plant will have a wastewater treatment capacity of 4.75 MGD. Gravity pipe outfall installation to lead the clean water to Manadas Creek Tributary.
- **Leon Creek Water Recycling Center Improvements Phase II San Antonio, TX Superintendent. $14M.**
  Phase II Improvements. Removal and replacement of existing grit removal equipment installed two cloth media filters, provided a new chlorine injection point, demolished abandoned facilities, replaced site paving, structural and safety repairs to the WRC Flow Equalization Basins, added isolation valves and adjusted fire hydrants.
- **HEB San Antonio Region Support Center Primary Treatment Plant SAN ANTONIO, TX Foreman. $9M.**
  Design-Build Project, new primary treatment facility for the dairy waste from HEB productions.
- **SAWS Agua Vista Station SAN ANTONIO, TX Foreman. $70.7M.**
  Expansion of the city's Surface Water Treatment Plant from approximately 17 MGD to 30 MGD. This expansion provided enough treated potable water to accommodate the future growth in the Pflugerville service area. The scope includes: an expansion of existing Lake Raw Water Pump station. Constructed three new metal buildings and two new masonry buildings; yard piping of one to 54-inch diameter; installation of a new electrical system, a new SCADA system and a new main control room; and demolitions of existing facilities.
- **ON Stevens Water Plant CORPUS CHRISTI, TX Foreman. $21M.**
  New pump station with six new split-case, centrifugal pumps and start-up, including a new 72" SS header pipe, MV electrical installation with 3 VFDs, SCADA integration, a new 12,700-square-foot masonry building with foundation construction. 60 and 72-inch yard piping.
- **South Laredo Wastewater Treatment Plant 12 MGD Expansion LAREDO, TX Foreman. $21M.**
  Expansion from 12 MGD to 18 MGD. Construction of aeration basin, secondary clarifier, and effluent sample building; expansion of chlorine contact basin and RAS pump station; modification of chlorine storage and feed building; installation of submersible pump, RAS pumps, and chlorine contact basin splitter box.
- **South Laredo Wastewater Treatment Plant 6 MGD Expansion LAREDO, TX Foreman. $43.9M.**
  Upgraded the existing 6 MGD to 12 MGD. The new process train included a new influent pump station with two 6 MGD and three 12 MGD submersible impeller pumps, a new headworks facility with mechanical bar screens, screenings conveyor and vortex grit equipment, a new aeration basin with five turbo blowers and coarse and fine bubble aeration, a new 100' clarifier, a new chlorine contact basin with attached non potable water pump station with three 1 MGD vertical turbine pumps, a new chlorine storage and feed facility with a chlorine induction system, a new RAS pump station, a new dewatering facility including two new meter belt presses, a new conveyor system and polymer feed system, a new bio-trickling filter odor control system, and a new aerated sludge holding tank pump.

Project: Zacate Creek Wastewater Treatment Plant Improvements

Proposed Progress Schedules:

See Attached.

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

See Attached.

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

N/a

NOTE: **TO BE SUBMITTED UPON REQUEST**

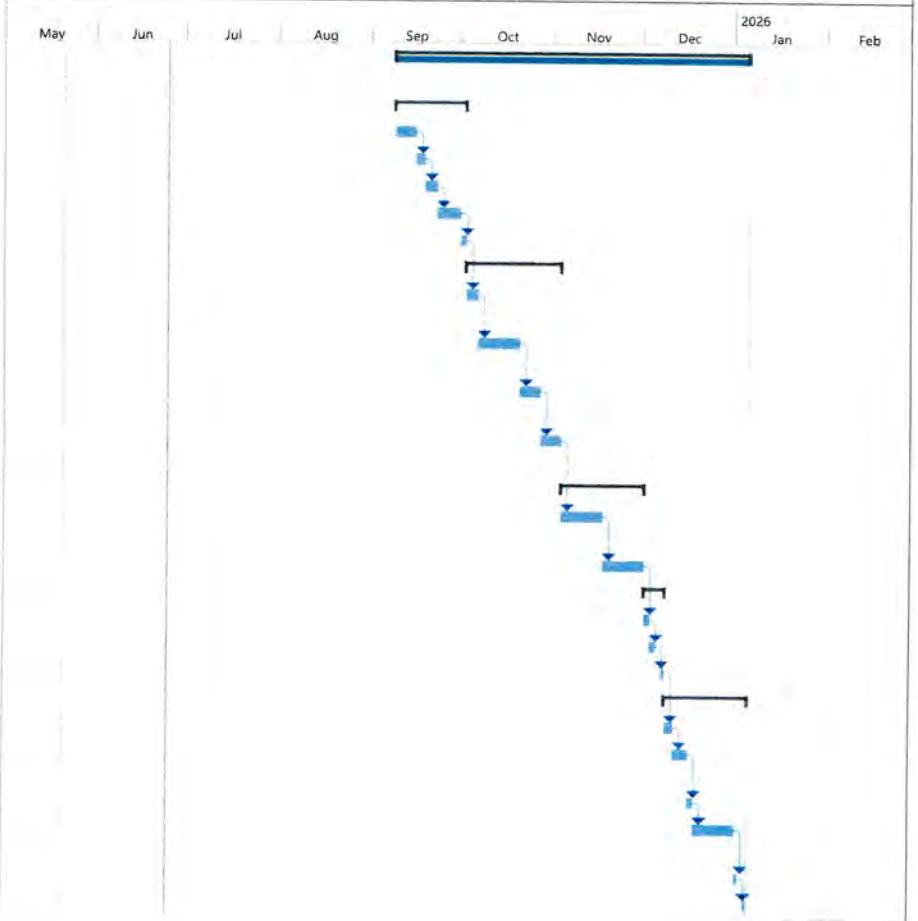
IS NOT AN ACCEPTABLE ANSWER.

SCHEDULE

We have prepared three distinct schedules, each corresponding to a different alternative scenario. In the event that we are awarded more than one alternative, the activities from each schedule will be integrated, with some overlap expected.

ZACATE CREEK WASTEWATER TREATMENT PLANT

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Zacate Waste Water Treatment Plant Alt # 1**	**85 days**	**Tue 9/9/25**	**Mon 1/5/26**		
2		**Preconstruction**	**18 days**	**Tue 9/9/25**	**Thu 10/2/25**		
3		Job Set Up	5 days	Tue 9/9/25	Mon 9/15/25		
4		Silt Fence Installation	3 days	Tue 9/16/25	Thu 9/18/25	3	
5		staking	2 days	Fri 9/19/25	Mon 9/22/25	4	
6		Demolition	6 days	Tue 9/23/25	Tue 9/30/25	5	
7		Disposal of Spoil Material	2 days	Wed 10/1/25	Thu 10/2/25	6	
8		**Utilities**	**22 days**	**Fri 10/3/25**	**Mon 11/3/25**		
9		Installation of 24"x12" cut in tee	2 days	Fri 10/3/25	Mon 10/6/25	7	
10		Installation of 8" sewer line	10 days	Tue 10/7/25	Mon 10/20/25	9	
11		Installation of support brackets	5 days	Tue 10/21/25	Mon 10/27/25	10	
12		Installation of telescoping valve, stand and support	5 days	Tue 10/28/25	Mon 11/3/25	11	
13		**Stairs**	**20 days**	**Tue 11/4/25**	**Mon 12/1/25**		
14		Concrete Foundation for Stairs	10 days	Tue 11/4/25	Mon 11/17/25	12	
15		Stair installation	10 days	Tue 11/18/25	Mon 12/1/25	14	
16		**concrete**	**5 days**	**Tue 12/2/25**	**Mon 12/8/25**		
17		Leveling	2 days	Tue 12/2/25	Wed 12/3/25	15	
18		Rebar Installation	2 days	Thu 12/4/25	Fri 12/5/25	17	
19		Concrete Pour	1 day	Mon 12/8/25	Mon 12/8/25	18	
20		**Details and end**	**20 days**	**Tue 12/9/25**	**Mon 1/5/26**		
21		Final Touches	3 days	Tue 12/9/25	Thu 12/11/25	19	
22		Final Clean and Demobilization	3 days	Fri 12/12/25	Tue 12/16/25	21	
23		Punch List	2 days	Wed 12/17/25	Thu 12/18/25	22	
24		Complete Punch list / Owner Training	10 days	Fri 12/19/25	Thu 1/1/26	23	
25		Substancial Completition	1 day	Fri 1/2/26	Fri 1/2/26	24	
26		Final Compeletion	1 day	Mon 1/5/26	Mon 1/5/26	25	

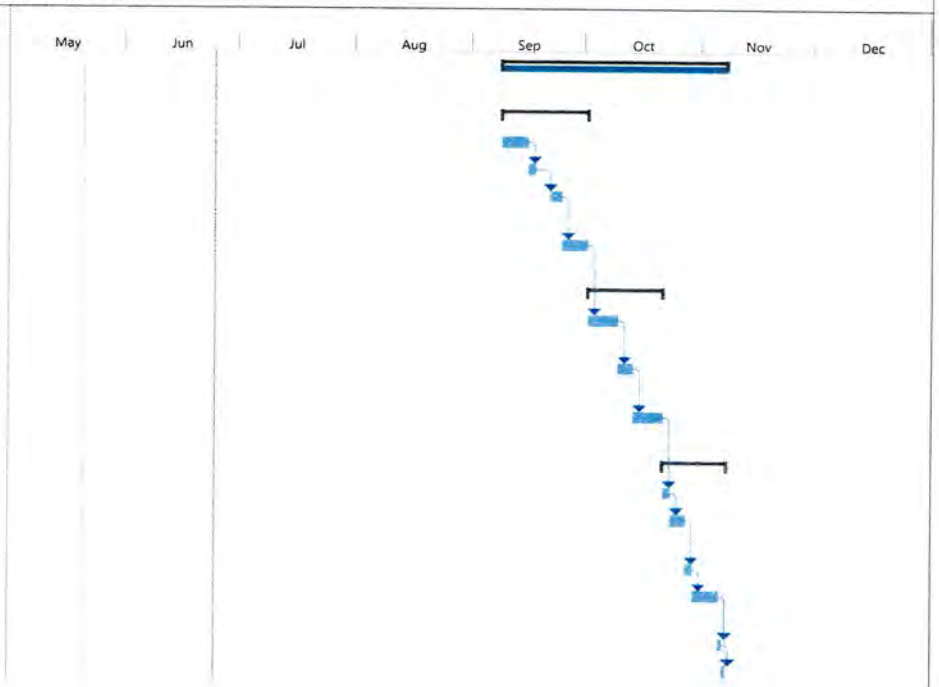


Project: ElMetroTransitFacilityI
Date: Wed 6/25/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ZACATE CREEK WASTEWATER TREATMENT PLANT

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Zacate Waste Water Treatment Plant Alt # 2**	**44 days**	**Tue 9/9/25**	**Fri 11/7/25**		
2		**Preconstruction**	**17 days**	**Tue 9/9/25**	**Wed 10/1/25**		
3		Job Set Up	5 days	Tue 9/9/25	Mon 9/15/25		
4		Silt Fence Installation	2 days	Tue 9/16/25	Wed 9/17/25	3	
5		Dewatering of Reaeration Basin (prop north digester)	3 days	Mon 9/22/25	Wed 9/24/25	4	
6		cleaning of Reaeration Basin (prop north digester)	5 days	Thu 9/25/25	Wed 10/1/25	5	
7		**Utilities**	**14 days**	**Thu 10/2/25**	**Tue 10/21/25**		
8		Dismantle existing Telescoping Valve	6 days	Thu 10/2/25	Thu 10/9/25	6	
9		Cleaning and Disposal of spoil material	2 days	Fri 10/10/25	Mon 10/13/25	8	
10		Install new Telescoping Valve	6 days	Tue 10/14/25	Tue 10/21/25	9	
11		**Details and end**	**13 days**	**Wed 10/22/25**	**Fri 11/7/25**		
12		Final Touches	2 days	Wed 10/22/25	Thu 10/23/25	10	
13		Final Clean and Demobilization	2 days	Fri 10/24/25	Mon 10/27/25	12	
14		Punch List	2 days	Tue 10/28/25	Wed 10/29/25	13	
15		Complete Punch list / Owner Training	5 days	Thu 10/30/25	Wed 11/5/25	14	
16		Substancial Completition	1 day	Thu 11/6/25	Thu 11/6/25	15	
17		Final Completition	1 day	Fri 11/7/25	Fri 11/7/25	16	

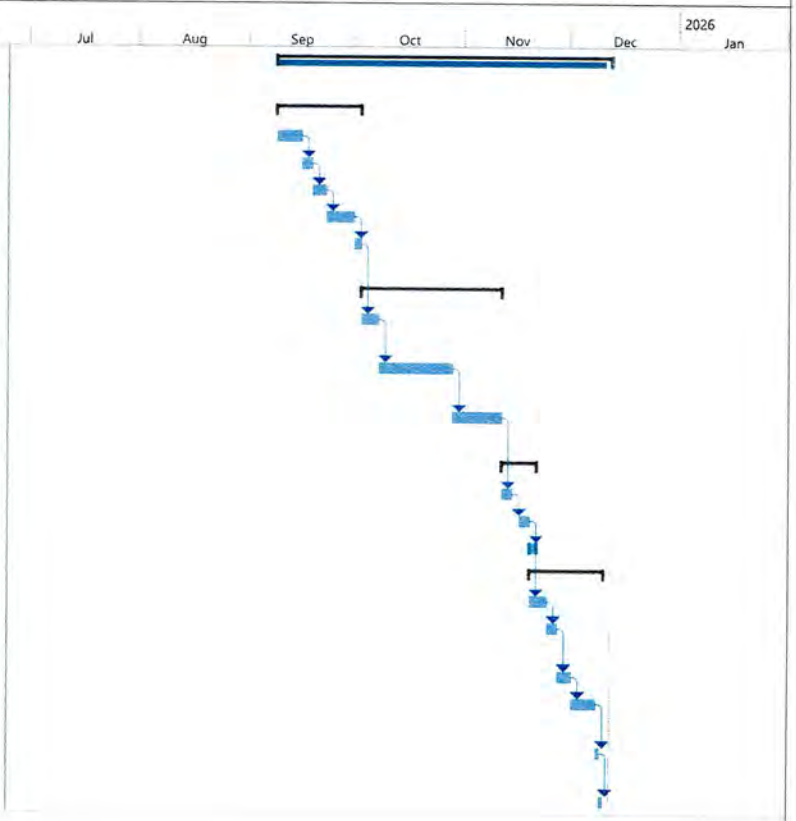


Project: ElMetroTransitFacilityI
Date: Wed 6/25/25

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

ZACATE CREEK WASTEWATER TREATMENT PLANT

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Zacate Waste Water Treatment Plant Alt # 1**	**69 days**	**Tue 9/9/25**	**Fri 12/12/25**		
2		**Preconstruction**	**18 days**	**Tue 9/9/25**	**Thu 10/2/25**		
3		Job Set Up	5 days	Tue 9/9/25	Mon 9/15/25		
4		Silt Fence Installation	3 days	Tue 9/16/25	Thu 9/18/25	3	
5		Staking	2 days	Fri 9/19/25	Mon 9/22/25	4	
6		Demolition	6 days	Tue 9/23/25	Tue 9/30/25	5	
7		Disposal of Spoil Material	2 days	Wed 10/1/25	Thu 10/2/25	6	
8		**Utilities**	**28 days**	**Fri 10/3/25**	**Tue 11/11/25**		
9		Conexion of Existing Pipe	3 days	Fri 10/3/25	Tue 10/7/25	7	
10		Installation of 6",8",12" P.V.C Sewer Line	15 days	Wed 10/8/25	Tue 10/28/25	9	
11		Installation of 14"/18" D.I.P Header	10 days	Wed 10/29/25	Tue 11/11/25	10	
12		**Concrete**	**8 days**	**Wed 11/12/25**	**Fri 11/21/25**		
13		Leveling	3 days	Wed 11/12/25	Fri 11/14/25	11	
14		Rebar Installation	3 days	Mon 11/17/25	Wed 11/19/25	13	
15		Concrete Pour	2 days	Thu 11/20/25	Fri 11/21/25	14	
16		**Details and end**	**15 days**	**Thu 11/20/25**	**Wed 12/10/25**		
17		Final Touches	3 days	Thu 11/20/25	Mon 11/24/25	14	
18		Final Clean and Demobilization	3 days	Tue 11/25/25	Thu 11/27/25	17	
19		Punch List	2 days	Fri 11/28/25	Mon 12/1/25	18	
20		Complete Punch list / Owner Training	5 days	Tue 12/2/25	Mon 12/8/25	19	
21		Substancial Completition	1 day	Tue 12/9/25	Tue 12/9/25	20	
22		Final Compeletion	1 day	Wed 12/10/25	Wed 12/10/25	21	



Project: ElMetroTransitFacilityI
Date: Wed 6/25/25

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

RAVA CONSTRUCTION

RAVA Construction, LLC
10333 Westoffice Drive
Houston TX 77042
832-304-0060

PROPOSED EQUIPMENT

MACHINE	CAPACITY	AGE	CONDITIONS	LOCATION
Mini-Excavator	3.5 ton	2024	New	Laredo
Skid Steer Loader	3480 lbs	2018	Used	New Braunfels, TX
Trench Roller	16,860 lbs	2019	Used	Laredo
Crane	55 ton	2001	Used	Laredo
Water Truck	500 gal	2024	New	Laredo

RAVA CONSTRUCTION

RAVA Construction, LLC
10333 Westoffice Drive
Houston TX 77042
832-304-0060

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	CONTACT	SCOPE OF WORK
N/a		

CITY OF LAREDO
UTILITIES DEPARTMENT
BID SCHEDULE

PROJECT: Zacate Creek Wastewater Treatment Plant Improvements

	BASE BID				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
1	Mobilization, Bonds, Storm Water Pollution Prevention Plan (SWPPP) and Compliance with National Pollutant Discharge Elimination System (NPDES) Permit; complete, in place, ready to use for the lump sum of: Thirty Thousand dollars and Zero cents.	LS	1	$30,000.00	$ 30,000.00
2	Miscellaneous site civil work including all clearing, grubbing, demolition of required sidewalks, concrete, conflicts, and piping, to use for the lump sum of: One Hundred Twelve Thousand dollars and Zero cents	LS	1	$112,000.00	$ 112,000.00
3	Reconnect, modify, and adjust existing piping; all work to include all restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Three Hundred Thousand dollars and Zero cents	EA	1	$ 300,000.00	$ 300,000.00

	BASE BID				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
4	Install new air lift pump for South Reareation Basin by removing existing 90 degree fitting, intall 1.5" tubing in existing piping, and connect 1.5" piping to existing nearby air line; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Three Hundred Thousand dollars and Zero cents	EA	1	$300,000.00	$ 300,000.00
5	Allowance: Utility and Contingency. This allowance is to be used at the Owner's discretion for unanticipated adjustment of a utility or unknown structure, which warrants the use of the Allowance, or a portion thereof. Should use of the Allowance become necessary, the Owner will provide written authorization at a cost to be negotiated between the Owner and the Contractor and based on the Contractor's actual cost. No work is to be performed under this item without written approval and authorization from the Owner. Work performed without written authorization will not be paid. There is no guarantee that any of these funds will be used, and this item may be deleted in its entirety. If approved, an authorization shall be measured by complete and functioning adjustment of the unanticipated work. Payment shall be made for work complete, in place, tested, and ready to use.	Allowance	1	$ 50,000.00	$ 50,000.00

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1-5)

$ 792,000.00

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1-5) WRITTEN IN WORDS:

Seven Hundred Ninety Two Thousand Dollars and Zero Cents

ALTERNATIVE #1					
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A1.01	Provide and install 8" diameter 316 S.S. Telescoping Valve and platform including all supports; all work to include all piping (SS), appurtenances, fittings, reducers, seals, concrete wall coring, and all other items for a complete installation; all work complete, in place, tested, ready to use per each of: Sixty Thousand dollars and Zero cents.	EA	1	$ 60,000.00	$ 60,000.00
A1.02	Provide and install 8" C900 P.V.C. piping and connection to outfall at existing 24" C.I.P; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: One Hundred Fifty Four Thousand dollars and Zero cents.	LF	77	$ 2000.00	$ 154,000.00
A1.03	Provide and install 24"X12" Tee; all work to include all fittings, piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Twenty Five Thousand dollars and Zero cents.	EA	1	$ 25000.00	$ 25,000.00
A1.04	Provide and install 12"x8" Reducer; all work to include all fittings, piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Ten Thousand Dollars dollars and Zero cents.	EA	1	$ 10,000.00	$ 10,000.00

ALTERNATIVE #1					
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A1.05	Provide and install 8" 90° Bend; all work to include all fittings, piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Ten Thousand dollars and Zero cents.	EA	2	$ 5,000.00	$ 10,000.00
A1.06	Provide and install stair and platform; complete assembly and railing including all concrete foundation and piers; all work to include all appurtenances and all other items for a complete installation; all work complete, in-place, tested; ready to use per each of: Forty Thousand dollars and Zero cents.	LS	1	$ 40,000.00	$ 40,000.00

TOTAL ALT #1 AMOUNT (ALT # 1 BID ITEMS NO. A1.01-A1.06)

$ 299,000.00

TOTAL ALT #1 AMOUNT (ALT # 1 BID ITEMS NO. A1.01-A1.06)
WRITTEN IN WORDS:

Two Hundred Ninety Nine Thousand Dollars and Zero Cents.

ALTERNATE #2					
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A2.01	Remove and replace existing 6" diameter Telescoping Valves including all piping; all work to include all appurtenances, fittings, reducers, seals, and all other items for a complete installation; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per each of: Seventy Thousand dollars and Zero cents.	EA	2	35,000.00	$ 70,000.00

TOTAL ALT #2 AMOUNT (ALT # 2 BID ITEM NO. A2.01)

$ 70,000.00

TOTAL ALT #2 AMOUNT (ALT # 2 BID ITEM NO. A2.01)

WRITTEN IN WORDS:

Seventy Thousand Dollars and Zero Cents

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.01	Provide and install new 18" P.V.C. C900 underground piping to Headworks at Splitter Box; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: Eighty Thousand dollars and Zero cents.	LF	80	$ 1,000.00	$ 80,000.00
A3.02	Provide and install new 18" D.I.P. at Header Class 53 piping with Protecto 401 interior coating at existing Reaeration Basin wall (Proposed North Digester); paint piping; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: Sixty Eight Thousand dollars and Zero cents.	LF	17	$4,000.00	$ 68,000.00
A3.03	Provide and install new 14" D.I.P. Class 53 piping at Header with Protecto 401 interior coating at existing Reaeration Basin wall (Proposed North Digester); paint piping; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: Thirty Five Thousand dollars and Zero cents.	LF	14	$2,500.00	$ 35,000.00
A3.04	Provide and install 12" P.V.C. C900, green color, underground piping to Headworks at Splitter Box; all work to include all piping, restraints, tie-ins; all work complete, in-place, tested; ready to use per linear foot of: Thirty Thousand dollars and Zero cents.	LF	30	$ 1,000.00	$ 30,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.05	Provide and install 12" D.I.P Class 53 piping with Protecto 401 interior coating at Splitter Box; paint all exposed Ductile Iron Piping and Fittings; wrap exterior pipe; all work to include all piping, restraints, 4" S.S strap tie-ins; all work complete, in-place, tested; ready to use per linear foot of: Fifteen Thousand dollars and Zero cents.	LF	5	$ 3,000.00	$ 15,000.00
A3.06	Provide and install new 8" P.V.C. C900 piping; all work to include all piping, restraints, tie-ins; all work complete, in place, tested, ready to use per linear foot of: Fifteen Thousand dollars and Zero cents.	LF	25	$ 600.00	$ 15,000.00
A3.07	Provide and install 6" P.V.C. C900 piping; all work to include piping, restraints, tie-ins; all work complete, in-place, tested; ready to use per linear foot of: Six Thousand dollars and Zero cents.	LF	6	$ 1,000.00	$ 6,000.00
A3.08	Provide and install 18" 90° bend fitting; all work complete, in-place, tested; ready to use per each of: Sixty Four Thousand dollars and Zero cents.	EA	8	$ 8,000.00	$ 64,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.09	Provide and install 18" 45° bend fitting; all work complete, in-place, tested; ready to use per each of: Seven Thousand dollars and Zero cents.	EA	1	$7,000.00	$ 7,000.00
A3.10	Provide and install 18"x18" Tee fitting; all work complete, in-place, tested; ready to use per each of: Fifty Seven Thousand dollars and Zero cents.	EA	3	$19,000.00	$ 57,000.00
A3.11	Provide and install 18" Plug Valve; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: One Hundred Twenty Thousand dollars and Zero cents.	EA	2	$60,000.00	$ 120,000.00
A3.12	Provide and install 14" Plug Valve; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Twenty Four Thousand dollars and Zero cents.	EA	2	$12,000.00	$ 24,000.00
A3.13	Provide and install 18"x14" Reducer fitting; all work complete, in-place, tested; ready to use per each of: Twenty One Thousand dollars and Zero cents.	EA	3	$7,000.00	$ 21,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.14	Provide and install 14"x14" Tee fitting; all work complete, in-place, tested; ready to use per each of: Sixty Thousand dollars and Zero cents.	EA	3	$20,000.00	$ 60,000.00
A3.15	Provide and install 14" Coupling Adapter; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Fifteen Thousand dollars and Zero cents.	EA	3	$5,000.00	$ 15,000.00
A3.16	Provide and install 12" 90° Bend fitting; all work complete, in-place, tested; ready to use per each of: Six Thousand dollars and Zero cents.	EA	2	$3,000.00	$ 6,000.00
A3.17	Provide and install 12" 22.5° Bend fitting; all work complete, in-place, tested; ready to use per each of: Three Thousand dollars and Zero cents.	EA	1	$3,000.00	$ 3,000.00
A3.18	Provide and install 8" 90° Bend fitting; all work complete, in-place, tested; ready to use per each of: Four Thousand dollars and Zero cents.	EA	1	$4,000.00	$ 4,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.19	Provide and install 8"x12" Increaser; all work complete, in-place, tested; ready to use per each of: Four Thousand dollars and Zero cents.	EA	1	$4,000.00	$ 4,000.00
A3.20	Provide and install 8"x6" Cross fitting; all work complete, in-place, tested; ready to use per each of: Two Thousand Five Hundred dollars and Zero cents.	EA	1	$2500.00	$ 2,500.00
A3.21	Provide and install 8" 22.5° Bend fitting; all work complete, in-place, tested; ready to use per each of: Two Thousand Five Hundred dollars and Zero cents.	EA	1	$2,500.00	$ 2,500.00
A3.22	Provide and install 8"x6" Reducer fitting; all work complete, in-place, tested; ready to use per each of: Seven Thousand dollars and Zero cents.	EA	1	$7,000.00	$ 7,000.00
A3.23	Provide and install 8" Plug Valve; all work complete, in-place, tested; ready to use per each of: Three Thousand dollars and Zero cents.	EA	1	$3,000.00	$ 3,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.24	Provide and install 6"x6" Tee fitting; all work complete, in-place, tested; ready to use per each of: Three Thousand Five Hundred dollars and Zero cents.	EA	1	$ 3500.00	$ 3,500.00
A3.25	Provide and install 6"x6" Cross fitting; all work complete, in-place, tested; ready to use per each of: Fourteen Thousand Five Hundred dollars and Zero cents.	EA	1	$ 14,500.00	$ 14,500.00
A3.26	Provide and install 6" Plug Valve; all work complete, in-place, tested; ready to use per each of: Sixty Thousand dollars and Zero cents.	EA	6	$ 10,000.00	$ 60,000.00
A3.27	Provide and install 6" Coupling Adapter; all work complete, in-place, tested; ready to use per each of: Eight Thousand dollars and Zero cents.	EA	4	$ 2,000.00	$ 8,000.00
A3.28	Provide and install 4" wide Stainless Steel (SS) Pipe Straps; (For 12" and 18" Diameter) all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Three Thousand dollars and Zero cents.	EA	2	$ 1,500.00	$ 3,000.00

	ALTERNATIVE 3				
Item No.	Description of item with Lump Sum Price Written in Words	Unit	Qty.	Unit Price	Amount
A3.29	Provide and install Concrete Pipe Support; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Four Thousand dollars and Zero cents.	EA	4	$ 1,000.00	$ 4,000.00
A3.30	Provide and install new concrete flatwork replacement; all work to include all items and match existing concrete thickness for a complete installation; all work complete, in-place, tested; ready to use per square foot of: Ten Thousand dollars and Zero cents.	SF	100	$ 100.00	$ 10,000.00
A3.31	Provide and install new Flange Adapters (size varies); all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per lump sum of: Twenty Thousand dollars and Zero cents.	LS	1	$ 20,000.00	$ 20,000.00
A3.32	Provide and install new 18" End Cap at Header; all work to include all items for a complete installation; all work complete, in-place, tested; ready to use per each of: Seven Thousand dollars and Zero cents.	EA	1	$ 7000.00	$ 7,000.00

TOTAL ALT #3 AMOUNT (ALT # 3 BID ITEMS NO. A3.01-A3.32)

$ 779,000.00

TOTAL ALT #3 AMOUNT (ALT # 3 BID ITEMS NO. A3.01-A3.32)

WRITTEN IN WORDS:

Seven Hundred Seventy Nine Thousand Dollars and Zero Cents

SUMMARY SHEET

PROJECT: Zacate Creek Wastewater Treatment Plant Improvements

TOTAL BASE BID:

$ 792,000.00

TOTAL ALT #1:

$ 299,000.00

TOTAL ALT #2:

$ 70,000.00

TOTAL ALT #3:

$ 779,000.00

GRAND TOTAL INCLUDING BASE BID, ALT#1, ALT#2, & ALT#3:

$ 1,940,000.00

SPECIAL BID: FOR INSTALLATION ONLY INCLUDING LABOR, BONDS, INSURANCE, WARRANTY, AND SUPERINTENDANCE; COMPLETE, IN-PLACE, TESTED, AND READY TO USE.

CITY TO PROVIDE ALL MATERIALS.

SPECIAL BID - PROJECT: Zacate Creek Wastewater Treatment Plant Improvements

SPECIAL BID - TOTAL BASE BID:

$ 792,000.00

SPECIAL BID - TOTAL ALT #1:

$ 299,000.00

SPECIAL BID - TOTAL ALT #2:

$ 70,000.00

SPECIAL BID - TOTAL ALT #3:

$ 779,000.00

SPECIAL BID - GRAND TOTAL INCLUDING BASE BID, ALT#1, ALT#2, & ALT#3:

$ 1,940,000.00

NOTE: THE CITY RESERVES THE RIGHT TO AWARD BASE BID AND/OR ANY OR NONE OF ALTERNATIVES 1, 2, OR 3. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS INCLUDING SPECIAL BIDS.

NOTE:

1) **Items of work or requirements not shown nor specifically listed for payment in the Bid Proposal and for work, scope, requirements in the plans, contract documents or specifications, if not listed, shall be considered necessary and subsidiary to the other items in the Bid Schedule and shall be required under the Contract.**

   Meet All Local, State, Federal, AWWA, TCEQ, and OSHA Codes and Regulations; complete, in-place, tested, and ready to use.

2) **All Bid Items listed are approximate and are for reference only. See plans and specifications.**

Note: For any conflict for measurement and payment items shown in the plans, standard or technical specifications, or drawings of this project the items shown in the "Bid Proposal/Schedule of Values" will prevail and be the only items to be used for project payment; complete, tested, in place and ready to use.

RAVA Construction, LLC
Contractor

Signature | President
Title

10333 Westoffice Dr. | Houston, TX | 77042
Address | City/State | Zip Code

Telephone Number: (832) 304-0060

Fax Number: ( )

Date: 6/26/2025

NOTE: FINAL PAYMENT FOR BID ITEMS SHOWN IN BID PROPOSAL/SCHEDULE WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

City of Laredo

City Council

Meeting Date: 8/18/2025 **Consent Agenda 31.**

SUBJECT
Authorizing the City Manager to approve the final payment in the amount of $22,000.00 and to release the retainage of $30,300.00 for a total amount of $52,300.00 to SAL Construction and Management LLC, for the Manhole Repair located in IH35, and to accept the project as complete. Funding for this payment is available from the Sewer System Fund- 2019 Sewer System Revenue Bond

PREVIOUS COUNCIL ACTION
On July 21, 2025 City Council approved the emergency PO to SAL Construction and Management LLC in the amount of $325,000.00 for the repairs of a collapsed manhole.

BACKGROUND
The project has been completed in accordance with the repair specifications and is ready for final acceptance

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Approval of Motion

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2019 Sewer Revenue Bond
Account #:	559-9875-535-9301
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Sewer System Fund- 2019 Sewer Revenue Bond
Account 559-9875-535-9301
Project Number SW1801.

Retainage account 559-000-206-0100

City of Laredo

City Council

Meeting Date: 8/18/2025 **Closed Session 32.**

SUBJECT
Request for Executive Session, pursuant to Section 551.071(1)(A) of the Texas Government Code, to approve of a mediated settlement agreement in cause number 2024CVK000200-D4, Gubagreen Industrial, LLC v. The City of Laredo, City Council member Vanessa Perez, and Vanessa Perez as a private citizen, and any other matter incident thereto.

PREVIOUS COUNCIL ACTION
NA

BACKGROUND
NA

COMMITTEE RECOMMENDATION
NA

STAFF RECOMMENDATION
NA

Fiscal Impact

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

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

City Council

Meeting Date: 8/18/2025 **Council Item 33.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Council Item 34.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Council Item 35.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Council Item 36.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Council Item 37.**

City of Laredo

City Council

Meeting Date: 8/18/2025 **Council Item 38.**