CITY OF LAREDO

RECOGNITION AND COMMUNICATION NOTICE
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
March 18, 2019
5:00 P.M.

The Mayor will be presenting the following:

1. Recognizing the Martin High School Mariachi Tigres Del Sur Team for their State Championship win and participation at the first Texas Mariachi Director Association (TMDA) Mariachi State Festival in San Antonio.

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CITY OF LAREDO

CITY COUNCIL MEETING

A-2019-R-04
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
March 18, 2019
5:30 P.M.

DISABILITY ACCESS STATEMENT

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Jose A. Valdez Jr., City Secretary, at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

Pursuant to the Texas Penal Code (trespass by holder of license to carry a handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Concealed Handgun Law or Handgun Licensing Law), may not enter into the City Council Chamber while City Council is in session with a concealed or openly-carried handgun.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of the minutes of February 19, 2019

Citizen comments

Citizens 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. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a particular issue, they need to select not more than three (3) representatives to speak for them and the presiding officer may limit the public comments further in the interest of an orderly meeting. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

VI. VETERAN RECOGNITION

a. Honoring Veteran of the Month Israel Perez as a member of the United States Army National Guard and recognizing his distinguished service to our country.

VII. COMMUNICATIONS

a. Presentation by the Day of Action Committee on world-renowned cellist Yo-Yo Ma's "Day of Action - Building Bridges" and his visit to the City of Laredo on April 13, 2019.

b. Presentation by the Laredo Commission for Women 2019 action plan with possible action and any matters incident thereto.

1. Hall of Fame Event - Date to be determined (June)
2. Women Voter Awareness Workshop - Date to be determined (April)
3. Business Etiquette Workshop - Date to be determined (June)
4. Young Woman’s Leadership Conference - Date to be determined (September)
5. Women’s Build Day for Habitat for Humanity - Date to be determined

VIII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Council Member George Altgelt of Tricia Cortez to the City Manager Search Ad-Hoc Committee.

2. Appointment by Council Member Rudy Gonzalez, Jr.of Roberto Mancha Sr. to the Max Mandel Golf Course Committee.

3. Appointment by Council Member Alberto Torres, Jr. of Gary Jacobs to the Max Mandel Golf Course Committee.

4. Appointment by Council Member Rudy Gonzalez, Jr. of Amber A. Avis to the Laredo Commission for Women.

5. Re-appointment by Council Member Mercurio Martinez, III of Richard Gonzalez to the Citizens Environmental Advisory Committee.

6. Appointment by Council Member Mercurio Martinez, III of Margarita Araiza to the Old Mercy Hospital Ad-Hoc Committee.

7. Appointment by Mayor Pro-Tempore Roberto Balli of Elsa Galvan to the Ethics Commission.

IX. PUBLIC HEARINGS

1. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 8.8547acres, as further described by Metes & Bounds on Exhibit A, located South of Soria Dr., and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

   Planning and Zoning recommends **approval** of the proposed Zone Change and **staff supports** the application.

   ZC-21-2019
   District I

2. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.24 acres, as further described by Metes & Bounds on Exhibit A, located East of US Hwy. 83 and South of Sierra Vista Blvd., from AG (Agricultural District) to B-3 (Community Business District); providing for publication and effective date.

   Planning and Zoning recommends **approval** of the proposed Zone Change and **staff supports** the application.

   ZC-22-2019
   District I

3. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Fiesta Subdivision, located at 101 Alta Mar Dr., from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

   Planning and Zoning recommends **approval** of the proposed Zone Change and **staff does not support** the application.

   ZC-14-2019
   District II

4. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 7 & 8, Block 817, Eastern Division, located at 1520 Cortez St., from R-3 (Mixed Residential District) to B-3 (Community Business District); providing for publication and effective date.

   Planning & Zoning Commission recommended **denial** of the zone change and Staff **does not support** the application. The applicant has since exercised the right to **appeal this decision directly to City Council.**

   ZC-15-2019
   District III

5. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 1.27 acres, as further described by Metes and Bounds on Exhibit A, located at, Southeast corner of Ejido Ave., and Wormser Rd., from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District); providing for publication and effective date.

   Planning & Zoning Commission recommended **approval** of the zone change, and **staff supports** the application.

   ZC-25-2019
   District I

6. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 5, Block 2025, Eastern Division, located at 3220 Ross St., from R-2 (Multi-Family Residential District) to B-3 (Community Business District); providing for publication and effective date.

Planning & Zoning recommended **approval** of the zone change, and **staff supports** the application.

ZC-24-2019
District II

7. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2015-O-136 and authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 5, Del Mar Village Subdivision, located at 120 West Village Blvd., Suites 101-102 (one unit); providing for publication and effective date.

Planning & Zoning recommended **approval** of the Special Use Permit, and **staff supports** the application.

ZC-26-2019
District V

8. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 77.71 acres out of Lot 1, Block 1, San Isidro Southwest Subdivision, Phase II, located at 9819 San Dario Ave., from B-4 (Highway Commercial District) to R-1A (Single family Reduced Area District); providing for publication and effective date.

Planning & Zoning recommended **approval** of the zone change and **staff supports** the application.

ZC-23-2019
District VI

9. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 40.6420 acres, as further described by Metes and Bounds in Exhibit A, located South of FM 1472 Rd., and North of Vidal Cantu Rd., from AG (Agricultural District) to M-1(Light Manufacturing District); providing for publication and effective date.

Planning & Zoning Commission recommended **approval** of the zone change, and though compatible with surrounding zones and land uses, **Staff does not support** the proposed zone change because it does not comply with the Comprehensive Plan's designation for the Future Land Use as Agricultural/Rural and Neighborhood Mixed Use.

ZC-82-2018

District VII

10. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.6484 acres, as further described by Metes and Bounds Exhibit A, located South of FM 1472 Rd.,(Mines Road) and West of Silver Mine Rd., from AG (Agricultural District) to M-1(Light Manufacturing District); providing for publication and effective date.

    Planning & Zoning Commission recommended **approval** of the zone change, and **staff supports** the zone change.

    ZC-80-2018
    District VII

11. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Kimberly Plaza, located at 4800 McPherson Rd.,Suite B; providing for publication and effective date.

    Planning and Zoning Commission recommends **approval** of the proposed Special Use Permit. **Staff does not support** the application as it does not comply with the minimum separation distance of three hundred (300) feet to a residential zoning district.

    ZC-20-2019
    District V

12. **Public Hearing and Introductory Ordinance** authorizing Co-Interim City Managers to amend the City of Laredo 2018-2019 Laredo Auto Theft Task Force Fund Budget by increasing revenues by $6,480.00, drawing down from fund balance $14,120.00 and increasing expenditures in the amount of $20,600.00, to appropriate program income for the period of September 1, 2018 through August 31, 2019. Program Income will be used to fund training and equipment for the Auto Theft Task Force to combat auto burglary and theft in the City of Laredo. Funding is available in the Auto Theft Task Force Fund.

(Recess)
(Press Availability)

X. INTRODUCTORY ORDINANCES

13. An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 2, Sections 2-16(b) and adding a new Section 2-19 of the Code of Ordinances to establish the offices of Deputy City Manager and Assistant City Manager to oversee and coordinate the various functions and services of the city; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

14. An Ordinance of the City of Laredo, Texas, amending Chapter 23, Parks and Leisure Services Department, providing for the renaming of Parks and Leisure Services to Parks and Recreation Department; providing a waiver of membership fees to senior community facility centers for persons ages sixty-two and older; allowing free membership to recreational facilities for veterans; providing for the renumbering of certain sections of Chapter 23; providing for rental fees for flag football, rugby, concession stands, Freddy Benavides Sisters of Mercy Lazy River Pool and Water Slide Complex, and related use fees; providing that this ordinance shall be cumulative; containing a savings clause; containing a severability clause; and providing an effective date.

15. Authorizing the Co-Interim City Managers to convey an Easement and Right of Way to AEP TEXAS INC., a six (6) foot wide Easement lying wholly within a portion of 34.94 acres, more or less, within the boundaries of the former Laredo Air Force Base, partly in Survey 1020m Rafael Vidaurri, Original Grantee, Webb County, Texas; Said tract of land conveyed to Grantor on deed Recorded in Document Number 58786, Volume 457, Page 73, Official Public Records of Webb County, Texas; More specifically, the strip of land covered by this Easement and Right of Way shall be six (6) feet in width, three (3) feet on each side of a centerline as described by on Exhibit "A", attached hereto, and providing for an effective date.

16. Authorizing the Co-Interim City Managers to execute all necessary documents for the sale of a 2,276 square foot tract of land "Surface Only" for the appraised market value of $23,100.00. The adjacent land owner requested to purchase the subject tract to complete a residential development. The subject property is inaccessible; therefore, making it eligible to be sold to the only abutting land owner, Monaco Development, LLC. The subject tract of land is owned by the City of Laredo within the Manadas Creek area, as recorded in Volume 2262, Page 24 Official Records of Webb County, Texas, being generally described in attached Exhibit "A" and Exhibit "B". Funds will be deposited in the Environmental Services land sales proceeds account.

17. Authorizing the Co-Interim City Managers to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and VTX Communications, LLC, a Texas Limited Liability Company, dated February 4, 2019 for the use of one (1) inner duct in the Juarez Lincoln Bridge and 640 linear feet of right-of-way.

    1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2019 and terminating at 12:00 pm February 3, 2024.
    2. Annual duct fee shall be $32,577.89 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a nine dollar and 78/100 ($9.78) linear foot right-of-way fee, and will increase by five percent (5%) every year.

18. Authorizing the Co-Interim City Managers to execute a First Amendment to Lease Agreement ("Lease") by and between the City of Laredo, a municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant"), as successor in interest to Cook Inlet / Voicestream PCS, LLC., ("T-Mobile"), dated May 1, 2000 and attached hereto; to allow Landlord to modify Tenant's ground space at the Del Mar Elevated Water Storage Tank ("Water Tower"), as more fully depicted on the attached Exhibit A-1, for the installation of a generator and to increase Tenant's rent by $300.00 per month commencing on April 15, 2019 and shall thereafter increase in accordance with paragraph 3 (Rent) of the Lease; all other terms and conditions remain in full force and effect.

19. Authorizing the Co-Interim City Managers to grant a License Agreement by and between the City of Laredo, Texas, a municipal corporation and Bestel USA, Inc., a Nevada Corporation, dated February 4, 2019 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 566 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2019 and terminating at 12:00 pm February 3, 2024.
2. Annual duct fee shall be $32,577.89 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a nine dollar and 78/100 ($9.78) linear foot right-of-way fee, and will increase by five percent (5%) every year.

20. Authorizing the Co-Interim City Managers to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and Axtel, S.A.B de C.V., formerly known as Alestra S. de R.L. de C.V., a Mexican Corporation dated April 8, 2019 for the use of one (1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge and 519 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 am, April 8, 2019 and terminating at 12:00 pm April 7, 2024.
2. Annual fee shall be $27,691.21 and will increase by five percent (5%) every year the license is in place. In addition to the fee, Licensee shall pay a nine dollar and 76/100 ($9.76) linear foot right-of-way fee, and will increase by five percent (5%) every year.

XI. FINAL READING OF ORDINANCES

21. **2019-O-029** Authorizing the Co-Interim City Managers to amend the Animal Care Services Department FY2018-19 budget and Full-Time Equivalent Position Listing by creating two (2) Kennel Workers, R27 positions; two (2) Veterinarian Technicians, R30 positions; and one (1) Custodian, R23 position. The total funding required for these positions is $111,526.00 and will be funded with savings within the Animal Care Services operating budget.

22. **2019-O-030** Ratifying the execution of a contract with the Department of State Health Services (DSHS), amending the FY 18-19 Budget by appropriating revenues and expenditures in the amount of $120,590.00 and amending the FY18-19 Full Time Equivalent Position Listing by creating one (1) Public Health Technician, R36 position for the City of Laredo Health Department to perform activities that support the Public Health Crisis Response and Recovery by creating a prepared and protected team that is ready to deploy in case of a disaster in particular for post hurricane response and recovery under the Cooperative Agreement for Emergency Response from the Centers for Disease Control and Prevention (CDC) for the term period from January 25, 2019 through June 30, 2020.

23. **2019-O-031** Amending the FY 2018-2019 Risk Management Fund by appropriating revenues and expenditures of $50,000.00. The revenues are for Wellness reimbursements from Blue Cross Blue Shield of Texas (B.C.B.S. TX) and are restricted for the continued operation of the City's Wellness Program.

24. **2019-O-032** Amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance No. 2013-O-125 and authorizing the issuance of a revised C.U.P. for an amusement redemption machine establishment changing the tenant on Lot 2C, Block 1, Zaftex Phase II, located at 3917 Jaime Zapata Memorial Highway, Suites 1 and 4; providing for publication and effective date.

ZC-19-2019
District I

25. **2019-O-033** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Jacaman Ranch Subdivision, located at 6402 N. Bartlett Ave., Suite 2; providing for publication and effective date.

ZC-16-2019
District V

26. **2019-O-034** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block 519, Western Division, located at 1902 W. Anna Ave., from R-3 (Mixed Residential District) to B-1 (Limited Business District); providing for publication and effective date.

ZC-17-2019
District VIII

27. **2019-O-035** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning the West 10' of 45' of Lot 8, Lot 9 and Lot 10, Block 101, Western Division, located at 515 and 519 Matamoros St., from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

ZC-18-2019
District VIII

28. **2019-O-036** An ordinance of the City of Laredo, Texas, amending Chapter 24, Article III, Section 24.56.2 of the City of Laredo Land Development Code book by eliminating the review and approval by the Parks and Recreation Board of: parkland dedication sites, cash payments in lieu of land, and park improvement plans and specifications; and amending Section 24.56.3 by revising the time requirements for park improvements to require completion of construction of park improvements within eighteen (18) months of plat recordation; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

29. **2019-O-037** An ordinance authorizing the Co-Interim City Managers to execute a lease agreement with South Texas Advancement Resource (STAR), a non-profit entity, for the lease of approximately 2.3 acres of land located at lot 1, block 21 Lowry farm subdivision unit 4, for the purpose of creating a living laboratory to promote best practices for sustainable farming and land management; providing for a lease term of five (5) years at a rate of $1 per year; providing an option to renew; waiving water utilities; STAR shall be responsible for extending the plumbing water line from existing water meter.

30. **2019-O-038** An Ordinance of the City of Laredo, Texas, authorizing the waiver, reduction or reimbursement of facility use or special event fees for requests that serve a public purpose; are in accordance with the city's policy for special event fee reduction, waiver, or reimbursement; and have been sponsored by three members of the city council; providing a severability clause; and declaring an effective date.

31. **2019-O-039** An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 6, Section 2-87.6 of the Code of Ordinances by excepting the City Manager from the city's pay administration policy; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

32. **2019-O-040** An Ordinance of the City of Laredo, Texas, amending Section 2.03 "Gifts" of the Laredo Code of Ethics by adding an exception to the general prohibitions in order to allow for donations of money, real estate, products, services, and property made by persons or business entities that serve a public purpose and that are in accordance with the city's donation policy; providing a severability clause; and declaring 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.

XII (a) RESOLUTIONS

33. **2019-R-27** Authorizing the Co-Interim City Managers to submit a grant application in the amount of $53,448.72 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase SWAT equipment/gear to help ensure the safety of unit members while performing many assigned duties. No local match is required. Grant will be accounted for in the Special Police Fund.

34. **2019-R-28** Authorizing the Co-Interim City Managers to submit a grant application in the amount of $43,120.40 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase a portable x-ray machine which will allow bomb technicians the ability to obtain real-time imaging in a variety of applications. No local match is required. Grant will be accounted for in the Special Police Fund.

35. **2019-R-29** Authorizing the Co-Interim City Managers to accept a grant in the amount of $39,668.50 from the Office of The Governor, Criminal Justice Department (CJD), for funding the 2019 Justice Assistance Grant (JAG) for the period of October 01, 2018 through September 30, 2019. This funding will provide overtime for the Anti-Gang Unit which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and maintaining the TX-Gang database. Funding is available in Special Police Fund.

36. **2019-R-30** Authorizing the Co-Interim City Managers to submit a grant application in the estimated amount of $103,000.00 to the Office of the Governor, Public Safety Office, Criminal Justice Division for the Violence Against Women Justice and Training Program Grant for the period of October 1, 2019 through September 30, 2020. This grant will fund one Investigator position and travel/training for the Special Investigations Unit. The City of Laredo will be responsible for a required match of 29% of total project funds. Funding will be available in the Special Police Fund.

37. **2019-R-31** Authorizing the Co-Interim City Managers to submit a grant application in the amount of $61,642.60 to the Office of The Governor, Criminal Justice Department (CJD), for funding the 2020 Justice Assistance Grant (JAG) for the period of October 01, 2019 through September 30, 2020. This funding will be used to equip sixteen (16) members of the LPD Traffic Unit with Panasonic Toughpads to improve efficiency and effectiveness during critical situations. Funding will be

available in Special Police Fund.

38. **2019-R-32** Authorizing the Co-Interim City Managers to submit a grant application to K9s4COPs to request a police service dog to be trained and used by the Laredo Police Department for law enforcement purposes. The police service dog is grant funded and will be at no cost to the City of Laredo Police Department.

39. **2019-R-33** A resolution expressing the City of Laredo's support for the memorial designation of Cuatro Vientos Road/Loop 20, from State Highway 359 to Mangana Hein Road, as the Lance Corporal Rodrigo Rodriguez Memorial Highway, as authorized by Texas Transportation Code 225.002, entitled Memorial Designation of Highway(s) by Local Governments.

40. **2019-R-38** Authorizing the Co-Interim City Managers to enter into a Memorandum of Understanding between the American Library Association (ALA), through its division, the Public Library Association (PLA) and the City of Laredo-Public Library for the purpose of participation in the Inclusive Internship Initiative (III), funded by the Institute of Museum and Library Services. Funding includes a $3,500.00 stipend for the intern and travel reimbursement for mentor and intern to attend the kick-off event in Chicago, IL and the wrap-up event in Washington, D.C.

41. **2019-R-39** Supporting SB 1496, introduced by Texas State Senator Judith Zaffirini, District 21, calling for the creation and funding of a pilot study conducted by the Texas Water Development Board and providing for hydrologic and water quality monitoring, characterization, and modeling of the Rio Grande watershed in Webb County and Zapata County as a means to improve the state of the Rio Grande River which serves as the sole source of drinking water for the City of Laredo and millions of people in South Texas.

42. **2019-R-40** Resolution supporting the ratification of the United States, Mexico, Canada Agreement and continued free trade between the United States and its North American trading partners to ensure the U.S. remains competitive against other trade blocs and U.S. jobs are preserved.

XII (b) MOTIONS

43. Authorizing the Co-Interim City Managers to execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P., for the hardware and software maintenance of the Laredo Bridge System Electronic Toll Collection equipment. This maintenance service contract is for a term of one (1) year with an option to renew three (3) additional years of maintenance, effective April 1, 2019 and will not exceed $320,231.00. Funding is available in the Bridge System Fund.

44. Consideration for approval to award a professional services contract to Civil Engineering Consultants Don Durden, Inc., Laredo, Texas, for an amount not to exceed $29,400.00 for design and preparation of plans and specifications for the CDBG Sidewalks District VIII (14 Blocks). Design work is to be done on a fast track basis. Funding is available in the CDBG 2018 Action Year Grant.

45. Consideration for approval to award a professional services contract to Civil Engineering Consultants Don Durden, Inc., Laredo, Texas, for an amount not to exceed $31,900.00 for design and preparation of plans and specifications for the CDBG Downtown Neighborhood Access Improvements District VIII (11 Blocks). Design work is to be done on a fast track basis. Funding is available in the CDBG 2018 Action Year Grant.

46. Consideration to rescind awarded contract FY19-006 to American LED Display Solutions Corp., Miami, Florida in the total amount $177,256.00 and authorizing the re-solicitation (rebid) of this project with revised scope. This LED display system will be installed at the Uni-Trade Stadium located at 6320 Sinatra Parkway, Laredo, Texas. American LED has not been able to comply with contract requirements and completion of this project as well over the ninety (90) working days alluded for project completion. Funding is available in the Sports & Community Venue Uni-Trade Operations Fund.

47. Consideration to renew annual supply contract FY18-029 for the purchase of general electrical supplies to all City departments in an estimated amount up to $300,000.00 with 3-G Electrical Supply, Laredo, Texas. This contract establishes discount percentage pricing for those electrical supplies most commonly utilized by City departments. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of two extension periods. All items will be purchased on an as needed basis and funding will be secured from the respective user departmental budgets.

48. Consideration to amend annual parts contract FY17-002 by 25% with Family Chevrolet, Laredo, Texas in an amount not to exceed $16,250.00 due to an increase in usage. This contract is for the purchase of (OEM) Original Equipment Manufacturer parts for the City's fleet vehicle repairs.The term of this contract shall expire on 8/6/19; a new contract with a total amount of $81,250.00. All parts will be requested on an as needed basis. Funding is available in the Fleet Management Fund.

49. Consideration to award contract FY19-040 to the sole bidder, Industrial Disposal Supply Company, San Antonio, Texas in an amount up to $100,000.00 for the purchase of Tymco Street Sweeper (OEM) equipment repair parts and service for the City's street sweeper heavy equipment. This contract establishes discount percentage pricing for the purchase of needed repairs and replacement parts and services. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and may be extended for three additional one (1) year periods upon mutual agreement. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

50. Consideration to award two (2) year contract FY19-041 to the low bidder Dus-Tex Mops & Mats Rental, Laredo, Texas in the estimated annual amount of $85,000.00 for the rental of dust mops and mats to various city departments. The term of this contract shall be for a period of two (2) years, subject to future appropriations, beginning as of the date of its execution and may be extended for one (1) additional two (2) year period upon mutual agreement. All mops and mats services will be secured on an as needed basis. Funding in available in various department budgets.

51. Consideration to award contract FY19-036 for the purchase of heavy duty trucks for the Utilities Department to the following low bidders:

1. Nueces Power Equipment, Laredo, Texas in the total amount of $70,624.00 for the purchase of one (1) road construction sweeper;
2. Doggett Freightliner of South Texas, Laredo, Texas in the total amount of $499,730.00 for the purchase of five (5) 12-14 Cubic Yard Dump Truck (cab & chassis) and five (5) 12-14 Cubic Yard Dump Truck (David trailer dump bodies);
3. Kyrish Truck Center, San Antonio, Texas in the total amount $213,000.00 for the purchase of one (1) 27 Cubic Yard Tractor for an aluminum end dump trailer (cab & chassis only);
4. Rush Truck Center, Laredo, Texas in the total amount of $721,820.85 for the purchase of one (1) 27 Cubic Yard Tractor for an aluminum end dump trailer (Vantage body), one (1) Truck Tractor for Roll-Off Trailer Hoist (cab & chassis), one (1) Truck Tractor for Roll-Off Trailer Hoist (G&H Body), one (1) Camel 1200 Combination Truck (cab & chassis), one (1) Camel Combination Truck (Camel 1200/12yd body), one (1) 14-16 Cubic Yard Dump Truck (cab & chassis), and one (1) 14-16 Cubic Yard Dump Truck (Maverick dump body).

All replacement heavy duty trucks that have reached their useful life-- refer to attachment "Replacement Unit #'s". All these heavy duty trucks will supplement the Utilities Department operations. Funding is available in the 2017 Utilities Sewer Revenue Bond and 2018 Water and Sewer PPFCO Funds.

52. Consideration to award contract FY19-033 for the purchase of heavy duty equipment for various city departments to the following low bidders:

1. Nueces Power Equipment, Laredo, Texas in the amount of $1,055,211.00 for the purchase of four (4) backhoes, and one (1) dozer;
2. AG Pro-Company of Texas, Weslaco, Texas in the amount of $170,485.34 for the purchase of one (1) utility tractor, one (1) EZ riding mower, one (1) mini-excavator and four (4) utility vehicles;
3. Ron Grant Equipment, Laredo, Texas in the amount of $43,386.00 for the purchase of three (3) backhoe trailers, and three (3) utility trailers;
4. Holt Texas, Laredo, Texas in the amount of $600,156.37 for the purchase of one (1) skid steer, and one (1) articulated dump truck.

All replacement heavy duty equipment that have reached their useful life-- refer to attachment "Replacement Unit #'s". All this heavy duty equipment will supplement the Utilities Departments operations. Funding is available in the 2018 Solid Waste PPFCO and the Water and Sewer 2018 PPFCO Funds.

53. Consideration to award contract FY19-042 to the following vendors:

1. **Section I** to T&W Tire LLC, Laredo,Texas in an amount up to $60,000.00 (Primary Vendor), Toro Auto Sales, Laredo, Texas in an amount up to $45,000.00 (Secondary Vendor) and Southern Tire Mart, Laredo, Texas in an amount up to $35,000.00 (Secondary Vendor);
2. **Section II** to T&W Tire LLC, Laredo,Texas in an amount up to $55,000.00 (Primary Vendor), Toro Auto Sales, Laredo, Texas in an amount up to $45,000.00 (Secondary Vendor), Southern Tire Mart, Laredo, Texas in an amount up to $35,000.00 (Secondary Vendor);
3. **Section III** to T&W Tire LLC, Laredo, Texas in an amount up to $50,000.00 (Primary Vendor), Southern Tire Mart, Laredo, Texas in an amount up to $40,000.00.

To provide tire repair services for the Fleet Department. This contract establishes regular and after hour service call rates for tire repair services. All services shall be provided on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be extended three additional one (1) year periods, upon mutual agreement of the parties periods. Funding is available in the Fleet Department Fund.

54. Consideration to renew annual supply contract FY17-024 with the following bidders:

1. Beaver's Source, Laredo, Texas;
2. Eagle Supply, Laredo, Texas;
3. Safe-T-Supplies, Laredo, Texas;
4. Laredo Safety Products, Laredo, Texas and

5. South Texas Specialties, Laredo, Texas.

for the purchase of safety supplies in an amount up to $150,000.00 for all City departments. This contract establishes pricing and discount percentage for those safety supplies most commonly utilized by City departments. This is the second of four extension periods. There was no price increase during the last extension period. All items will be purchased on an as needed basis and funding will be secured from the user department budgets.

55. Consideration to ratify and amend contract FY15-049 by a 25% increase with sole bidder, Rafter P. Transport, Floresville, Texas in the amount of $62,500.00; new contract total amount shall be $312,500.00. The contract increase is due to increase in operational needs of hauling and disposal services wastewater bio-solids from the City of Laredo South Wastewater Treatment Plant. All services will be purchased on an as needed basis. Funding is available in the Utilities Department – Wastewater Treatment budget.

56. Consideration to rescind approval of contract FY19-018 to the sole bidder Ace Industries, Norcross, Georgia in the amount of $67,697.81 for the purchase and installation of one crane/hoist at the Solid Waste Services Department Fleet Maintenance Shop. The sole bidder's quote did not disclose that additional costs, for which the City would be responsible, would be incurred with the installation of the crane. Those costs are site engineering and extensive concrete contractor work for site preparations before the crane could be installed. Those additional costs cause the project to exceed the budgeted amount.

57. Approving monthly adjustments to the tax roll. The amounts adjusted for the month of February 2019 represent a decrease of $18,999.91. These adjustments are determined by the Webb County Appraisal District and by court orders.

58. Consideration to initiate a Parking Enforcement Amnesty Program. An Amnesty Program will allow citizens the opportunity to take care of delinquent parking citations and/or payment plans. The Amnesty Program would take place from March 25, 2019 through April 12, 2019.

59. Consideration to amend the engineering services contract with Lockwood, Andrews and Newnam's Inc to provide for termination on November 27, 2019; providing for the coordination of timing plans for the City-Wide Traffic Signal Upgrade Synchronization project. The timing plan includes the development of traffic signal coordination timing plans for 6 high traffic volume time periods on FM 1472 /Mines Road (am, noon, pm & off-peak, Monday peak and Friday peak). Also, develop traffic signal coordination timing plans for 4 typical weekday high traffic volume time periods (am, noon, pm & offpeak) along US Highway 83 (Zapata Highway), Bob Bullock Loop (Loop 20), McPherson Road, State Highway 359, Business IH35 and IH 35 Frontage Roads for a total of 80 traffic signal controlled intersections. Total contract amount ($599,999.30) will not change. Funding is available in the Capital

Grants Fund.

END OF CONSENT AGENDA

XIII. STAFF REPORTS

60. Discussion with possible action on ongoing audits and/or irregularities identified by the Internal Auditor including the potential assignment of other and/or additional auditing duties; and any other matters incident thereto.

61. Presentation of the Fiscal Year 2017-2018 Comprehensive Annual Financial Report (CAFR) prepared by the City of Laredo's Financial Services Department and audited by the Independent Audit Firm of Canales, Garza, and Baum, P.L.L.C.

62. Discussion with possible action to consider a seventh request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Patrol Officer Alfredo Rodriguez. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of February 22, 2019 pay period: 421 days.

63. Discussion with possible action to consider a fourth request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Patrol Officer Agapito Perez. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of February 22, 2019 pay period: 331 days.

64. Discussion with possible action to consider a fifth request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Police Captain Guadalupe A. Ortiz. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of February 22, 2019 pay period: 377 days.

65. Staff Report by Parks & Leisure and Recreation Services regarding unmarked graves section of City Cemetery.

66. Staff report by Municipal Court Judge Jesus Dominguez on status of court and proposed changes in operations, with possible action.

67. Discussion with possible action to approve the renaming of the Bartlett Park to the Jovita Idar's El Progreso Park and any matters incident thereto.

68. Discussion with possible action to approve the renaming of the Maryland Toddler Park to the Cynthia Collazo Toddler Park.

XIV. 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 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

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

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

69. **GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

A. **Request by Mayor Pete Saenz**

1. Status Report on the Boulevard of the Americas Master Plan and Design; and any matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Roberto Balli)**

2. Discussion with possible action regarding Texas A&M International University's request of $100,000.00 from the City of Laredo as sponsorship for a year-long celebration of TAMIU's 50th Anniversary beginning in August 2019. **(Co-Sponsored by Mayor Pro-Tempore Roberto Balli, Council Member Nelly Vielma, and Council Member Alberto Torres, Jr.)**

3. Discussion with possible action to review and modify, if necessary, the Ethics Code of the City of Laredo. **(Co-Sponsored by Council Member Dr. Marte A. Martinez, Council Member Nelly Vielma, and Council Member George Altgelt)**

B. **Request by Council Member Dr. Marte A. Martinez**

1. Discussion with possible action to authorize Co-Interim City Managers to instruct staff to install two (2) Pedestrian Crossing Beacons on Monarch Drive., 300 ft. South of Loop 20; and any other matters incident thereto. District VI priority funds will be used for this project. Total approximate cost is $11,500.00.

2. Discussion with possible action to amend the Laredo Ethics Code, Sections 8.05 and 9.02(b), to permit the City Attorney's Office, rather than the Human Resources Department, to provide training to city officials and employees on their responsibilities under the Laredo Code of Ethics; and (2) require all city officials and employees to attend ethics training at least once a year; and any other matters incident thereto.

3. Discussion with possible action on the funding of the Utilities Capital Improvement Plan (CIP); and any other matters incident thereto.

C. **Request by Council Member George Altgelt**

1. Discussion and possible action to direct staff on how to design and fund the Springfield Extension from Del Mar to International, Shiloh and on to San Isidro with minimal impact to the Shiloh mountain bike trail; and any matters incident thereto. **(Co-Sponsored by Council Member Dr. Marte A. Martinez)**

2. Discussion and possible action to require all city departments to implement an asset management program to track time, labor, parts and equipment; and any matters incident thereto.

3. Discussion and possible action to direct staff to proactively reachout to vendors every time a Request for Qualifications (RFQ) and Request for Proposals (RFP) is solicited in order to ensure a timely bid; and any matters incident thereto.

D. **Request by Mayor Pro-Tempore Roberto Balli**

1. Discussion with possible action to send to the Facility Naming & Recognition Commission, the proposed name: "Martha C. Narvaez City Hall Apartments" for the residential development at 802 Convent Ave.; and any matters incident thereto.

E. **Request by Council Member Vidal Rodriguez**

1. Discussion with possible action to instruct the Co-Interim City Managers to authorize staff to install speed humps under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of a speed cushion, which is currently required under the policy; and any other matters incident thereto. City Council District II Priority Funds will be used for this project.

    a. One (1) speed hump on the 2700 block of Tinaja St., between S. Louisiana Ave. and S. Arkansas Ave. and to withdraw the former action by Council on December 03, 2018 to install one (1) speed hump on the 2800 block of Tinaja St. Total $2,500.00.
    b. One (1) speed hump on the 3000 block of Bismark St., between S. Canada Ave. and S. India Ave. and to withdraw the former action by Council on December 03, 2018 to install one (1) speed hump on the 3100 block of Bismark St. $2,500.00.

2. Discussion with possible action to add sidewalks on the northern side of the 3200 block of barrios; and any other matters incident thereto.

3. Discussion with possible action to instruct Co-Interim City Managers to initiate a Request for Proposals (RFP) for the sports complex based on the approved 2018 referendum; and any other matters incident thereto. **(Co-Sponsored by Council Member Rudy Gonzalez, Jr. and Council Member Dr. Marte A. Martinez)**

F. **Request by Council Member Alberto Torres, Jr.**

1. Discussion with possible action to recognize the Vidal M. Trevino School of Communications and Fine Arts and it's school director, Dr. Martha E. Villarreal for receiving the highest honor for the Arts in the State of Texas, The 2019 Texas Medal of Arts Award; and any other matters incident thereto.

2. Discussion with possible action to instruct Co-Interim City Managers to authorize staff to install one (1) speed hump on Kingston Lane, between Milford Ct. and Derby Ave., under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of a speed cushion, which is currently required under the policy, and any other matters incident thereto. City Council District IV Priority Funds

will be used for this project. Total cost is $2,500.00.

3. Discussion with possible action to propose and evaluate a beatification plan to include grass and trees maintained by the City of Laredo at the City's Cemetery; and any other matters incident thereto. **(Co-Sponsored by Council Member Mercurio Martinez, III)**

G. **Request by Council Member Nelly Vielma**

1. Discussion with possible action to enter into a Memorandum of Understanding (MOU) with LISD, UISD, TAMIU, LC, Webb County and other entities to create a local Grants Office to improve inter-local resources and expertise; and any other matters incident thereto. **(Co-Sponsored by Mayor Pete Saenz and Council Member Mercurio Martinez, Jr.)**

2. Discussion with possible action to submit the following items for consideration to the Charter Review Commission; and any other matters incident thereto:

    3. The required language amendments to the Charter in order to facilitate subcontracting of the Tax Assessment collection, leaving the position of Tax Assessor but removing the necessity for a department.
    4. The required language amendments to facilitate checks and balances to add a position of an administrative assistant for each City Council and Mayor that reports and is supervised directly by the elected official.
    5. The required language amendments to revert to the previous recall language in the charter, whereby 10% of the constituents who voted on the last respective election will be the threshold for recall, instead of 10% of those registered to vote.

3. Status report regarding the City of Laredo City Charter Commission with possible action; and any other matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Roberto Balli)**

XVII. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, March 13, 2019 at 8:30 p.m.

_____

Jose A. Valdez, Jr.
City Secretary

Communiques

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario C. Cabello, Co-Interim City Manager

Staff Source: Maria G. Soliz, Library Director

SUBJECT

a. Presentation by the Day of Action Committee on world-renowned cellist Yo-Yo Ma's "Day of Action - Building Bridges" and his visit to the City of Laredo on April 13, 2019.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Well-renown cellist Yo Yo Ma is currently engaging in a two-year project in which he performs all Six Solo Suites for cello by Johann Sebastian Bach on 6 continents in 36 different locations. Alongside each concert, Maestro Ma and his team partner with artists and culture makers, cultural community organizations, and leaders from across sectors to design conversations, collaborations, and performances for a "Day of Action" Each event is unique to the location. On April 12, 2019 Maestro Ma will be performing in San Antonio, Texas. The "Day of Action" event will be the following day, April 13, 2019 and Maestro Ma has chosen the City of Laredo for its location.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of City Council support for the event.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:

Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
N/A

Staff Report

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Jose A. Valdez Jr., City Secretary
Staff Source: Jose Valdez Jr.

SUBJECT

b. Presentation by the Laredo Commission for Women 2019 action plan with possible action and any matters incident thereto.

1. Hall of Fame Event - Date to be determined (June)
2. Women Voter Awareness Workshop - Date to be determined (April)
3. Business Etiquette Workshop - Date to be determined (June)
4. Young Woman's Leadership Conference - Date to be determined (September)
5. Women's Build Day for Habitat for Humanity - Date to be determined

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

The City Council had previously approved the Hall of Fame event as an action item. The event was going to be held on March 31, 2019. Due to time constraints, the commission members would like to move the event to sometime in June, in an effort to provide a better event for all those involved. That is why we are requesting the event to be reconsidered for June. In addition, the commission would like for the City Council to approve the rest of the action plan for 2019.

BACKGROUND

Every year the City Council considers for approval the Laredo Commission for Women's action plan of events.

COMMITTEE RECOMMENDATION

The commission supports approval of the action plan.

STAFF RECOMMENDATION

Staff supports the approval of the action plan.

Fiscal Impact

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

City Council-Regular **1.**

Meeting Date: 03/18/2019

Staff Source: Rosario Cabello, Co-Interim City Manager

Staff Source: Alejandrina Sanchez, Planner

Initiated by: VIMOSA II, a Texas General Partnership/Nancy De Anda, Owner/Applicant and Porras Nance Engineering, Representative

Prior Action: None.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 8.8547acres, as further described by Metes & Bounds on Exhibit A, located South of Soria Dr., and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

Planning and Zoning recommends **approval** of the proposed Zone Change and **staff supports** the application.

ZC-21-2019
District I

BACKGROUND:

Council District: I – The Honorable Rudy Gonzalez, Jr.

Proposed use: residential

Site: The site is currently raw undeveloped land.

Surrounding land uses: North of the property is a single family residential uses (mostly manufactured housing). east of the property is vacant land. South of the property there are single family residences and vacant undeveloped land. West of the property are more single family residences.

Comprehensive Plan: The Future Land Use Map recognizes this area as **High Density Residential.**

Transportation Plan: The Long Range Thoroughfare Plan identifies Soria Dr. as a Major Collector and Ejido Avenue as a Minor Arterial. The plan does not identify

Avellano Drive, Santa Rosa Drive, Linaza lane, Frijolillo Drive, north of the property or Sabana Lane, west of the property.

Letters sent to surrounding property owners: 88
In Favor: 0
Opposed: 2

STAFF COMMENTS:

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

1. The proposed Manufactured housing residential use is compatible with the surrounding residential uses in the area.
2. The proposed zone change is appropriate at this location. The property abuts R-1MH zoning district to the north, east and south.
3. The zone change is compatible with the exisiting residential uses in the area of single family manufactured housing.

Staff notes that the proposed zone change is not in conformance with the Comprehensive Plan's designation of this area as High Density Residential (Zoning Group includes R-3, R-2, B-1R, B-1 and R-O);

P&Z RECOMMENDATION:

The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION:

Staff **supports** the proposed zone change.

IMPACT ANALYSIS

R-1MH (Single Family Manufactured Housing District): The purpose of the R-1MH District (Single Family Manufactured Housing District) is to permit subdivisions designed to meet the dimensional and configuration requirements for manufactured and modular housing neighborhoods.

Is this change contrary to the established land use pattern?
No. The existing uses along this area are single family residential use; mostly manufactured Housing.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The property abuts a R-1MH zoning district to the north, south and east of the property.

Will change adversely influence living conditions in the neighborhood?
No, the area is already a residential use in nature.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-3 (Mixed Residential District) allow for residential uses, but not for Manufactured housing. The current R-3 is an isolated zoning district.

Attachments

Ordinance 2019-O-
R-1MH Zoning
Dim. Standards R-1MH
Color Maps-ZC-21-2019
Color Pictures-ZC-21-2019
Exhibit A - ZC-21-2019

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 8.8547 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS ON EXHIBIT A, LOCATED SOUTH OF SORIA DRIVE AND WEST OF EJIDO AVENUE, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO R-1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 8.8547 acres, located at South of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing 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 January 17, 2019; 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 March 18, 2019, 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; 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 rezoning approximate 8.8547 acres, located at South of Soria Drive and West of Ejido Avenue, from R-3 (Mixed Residential District) to R-1MH (Single Family Manufactured Housing 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 _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

R-1MH Zoning

Single Family Detached

Single Family Manufactured Home

Accessory Building/Structure

Home Occupation "A"

Registered Child-Care Home/Licensed Child Care Home

Utility Distribution Line

Sewage Pumping Station(Lift Station)

Water Booster Station

Elementary School, K thru 6 (Public & Private)

Middle School, 6 thru 9 (Public & Private)

High School, 9 thru 12 (Public & Private)

Library

Insurance Agency Offices (TEMP)

Oil and/or Gas Extraction (SUP)

Museum /Other than wax

Art Gallery

Swimming Pool (Public)

Park and/or Playground (Public)

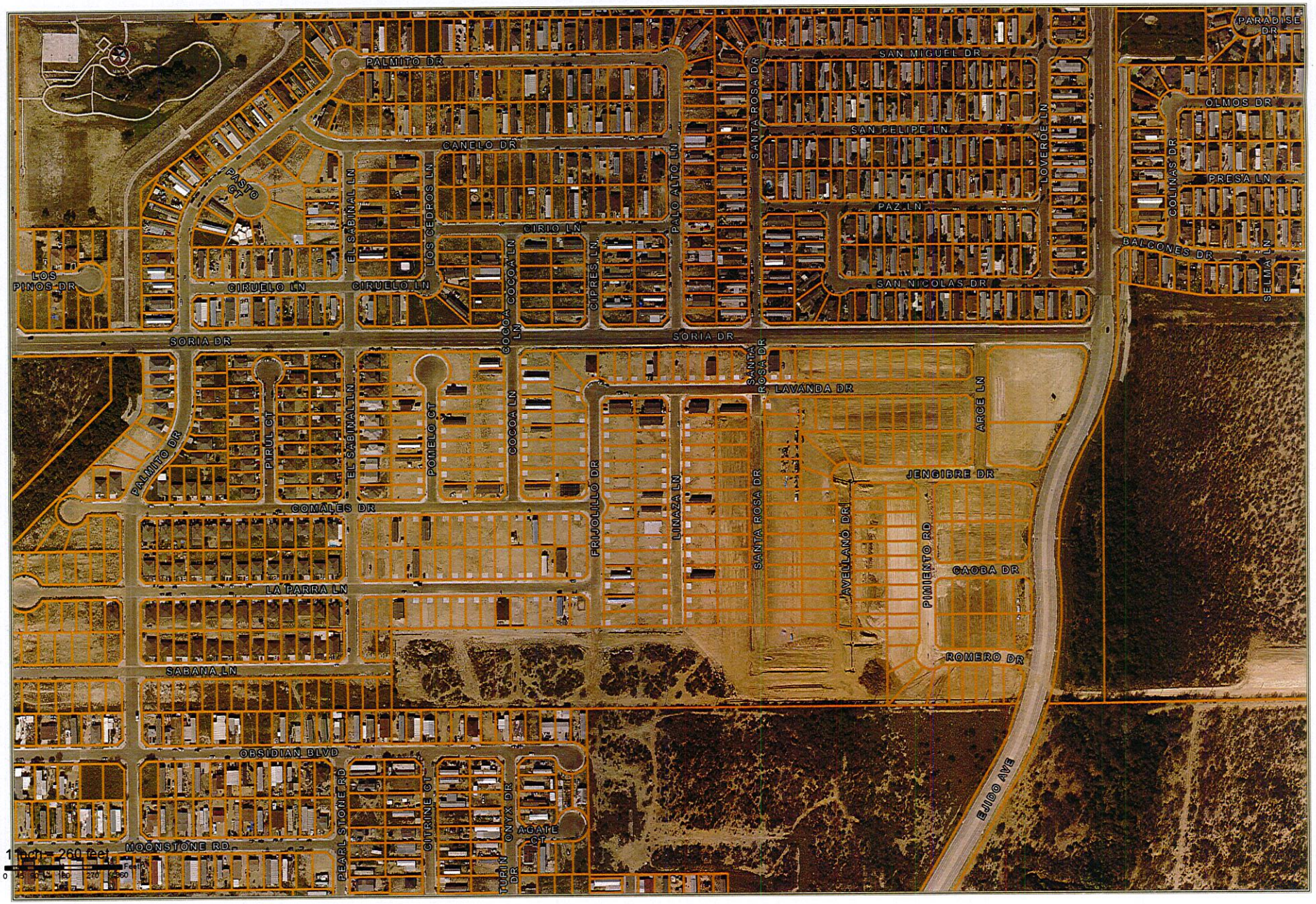
Park or Playground (Private)

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

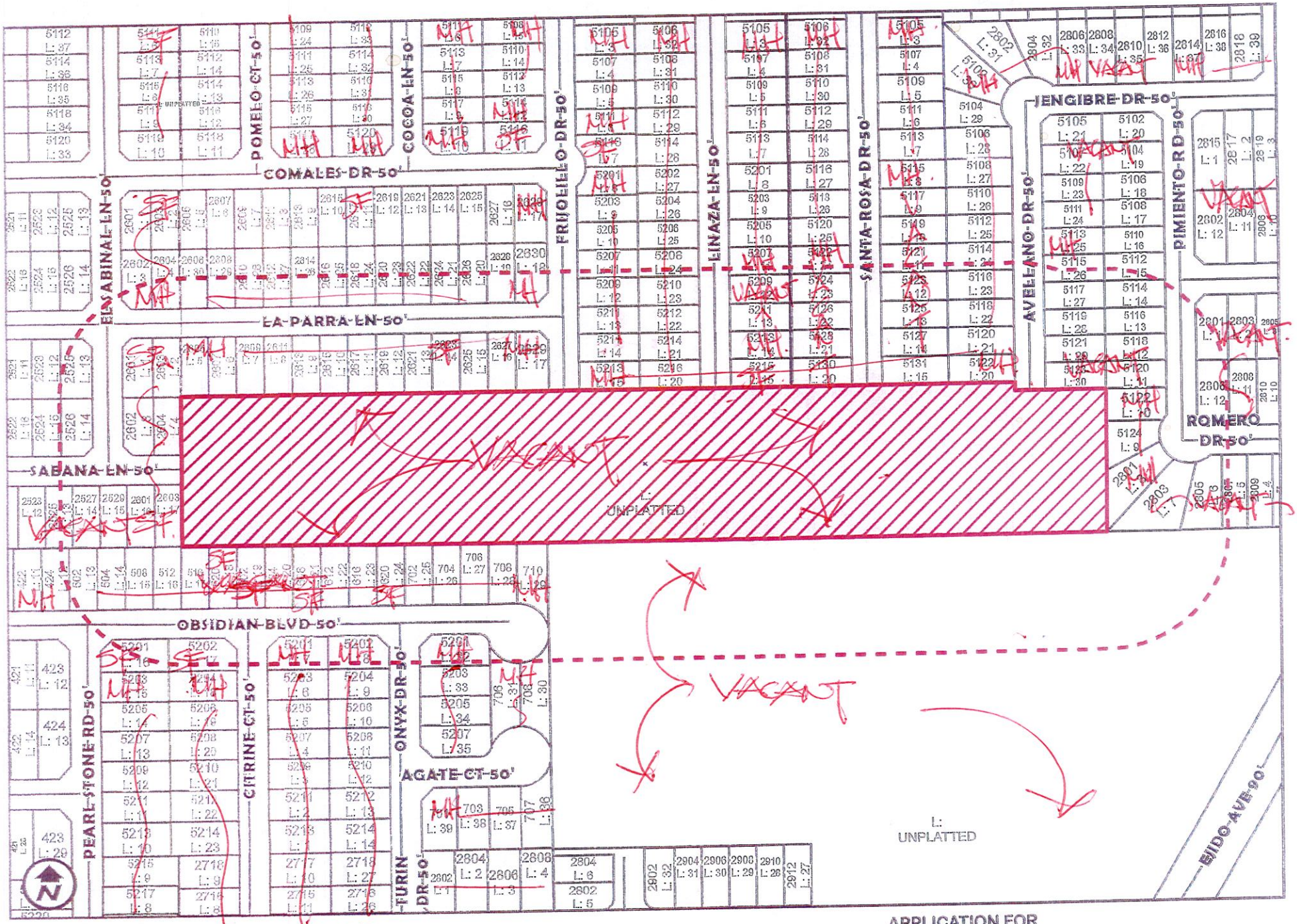
a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.


PALMITO DR
CANELO DR
PASTO CT
EL SABINAL LN
LOS CEDROS LN
CIRIO LN
PALO ALTO LN
SANTA ROSA DR
SAN MIGUEL DR
SAN FELIPE LN
LOVERDE LN
PAZ LN
SAN NICOLAS DR
PARADISE DR
OLMOS DR
COLINAS DR
PRESA LN
BALCONES DR
SELMA LN
LOS PINOS DR
CIRUELO LN
CIRUELO LN
SORIA DR
SORIA DR
COCOA LN
CIPRES LN
LAVANDA DR
ARCE LN
PIRUL CT
PONELO CT
COCOA LN
FRIJOLILLO DR
LINAZA LN
SANTA ROSA DR
JENGIBRE DR
AVELLANO DR
PIMIENTO RD
CAOBA DR
ROMERO DR
COMALES DR
LA PARRA LN
SABANA LN
OBSIDIAN BLVD
MOONSTONE RD
PEARL STONE RD
CITRINE CT
ONYX DR
AGATE CT
TURI N DR
EAV OCIITA
1 inch = 260 feet
0 65 130 260 390 520 Feet

AERIAL MAP
1 inch = 215 feet

ZC-21-2019
COUNCIL DISTRICT 1
1000 LF S OF SORIA DR & 1500 LF W OF EJIDO AVE

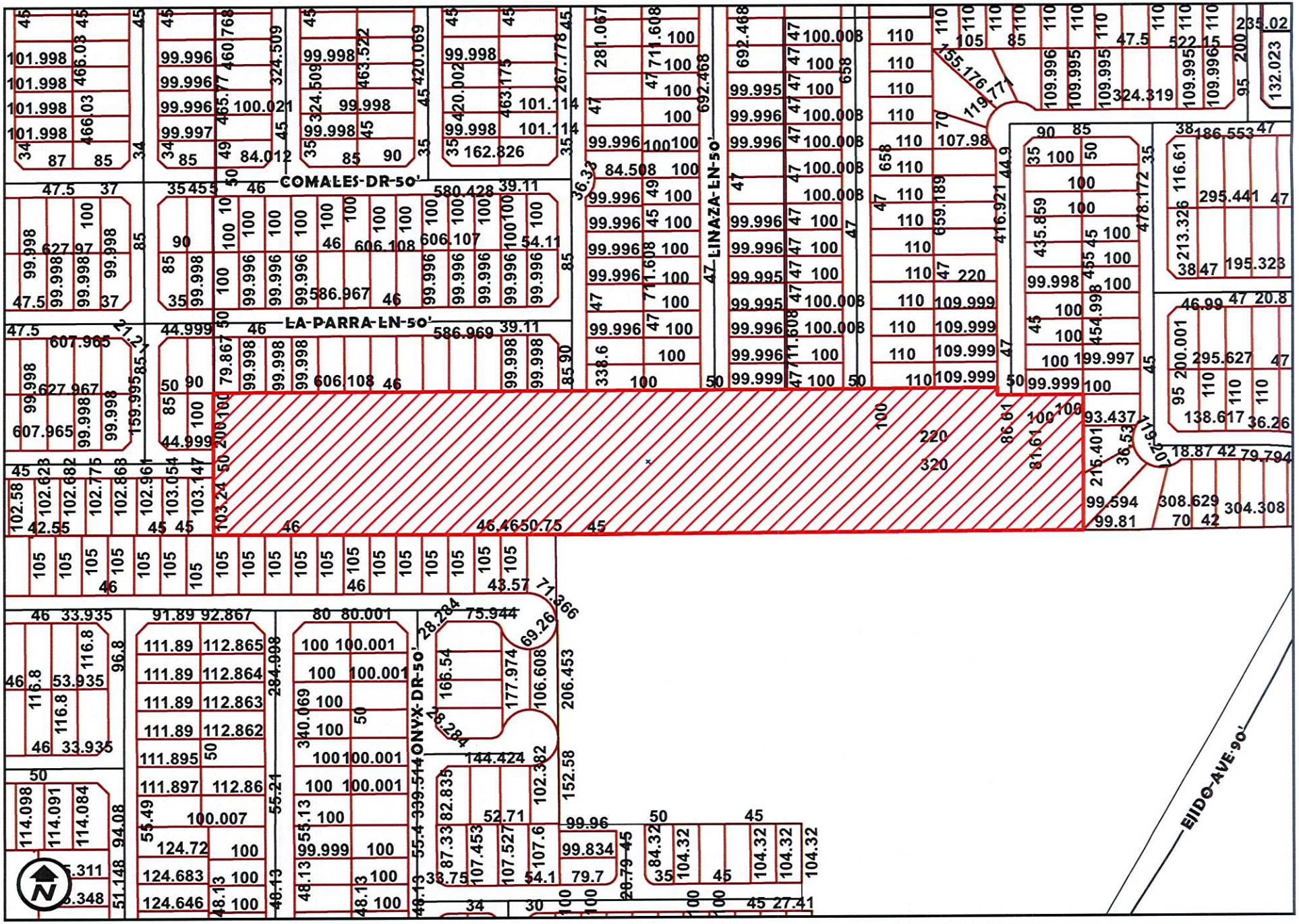
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING)



200' NOTIFICATION
1 inch = 200 feet

ZC-21-2019
COUNCIL DISTRICT 1
1000 LF S OF SORIA DR & 1500 LF W OF EJIDO AVE

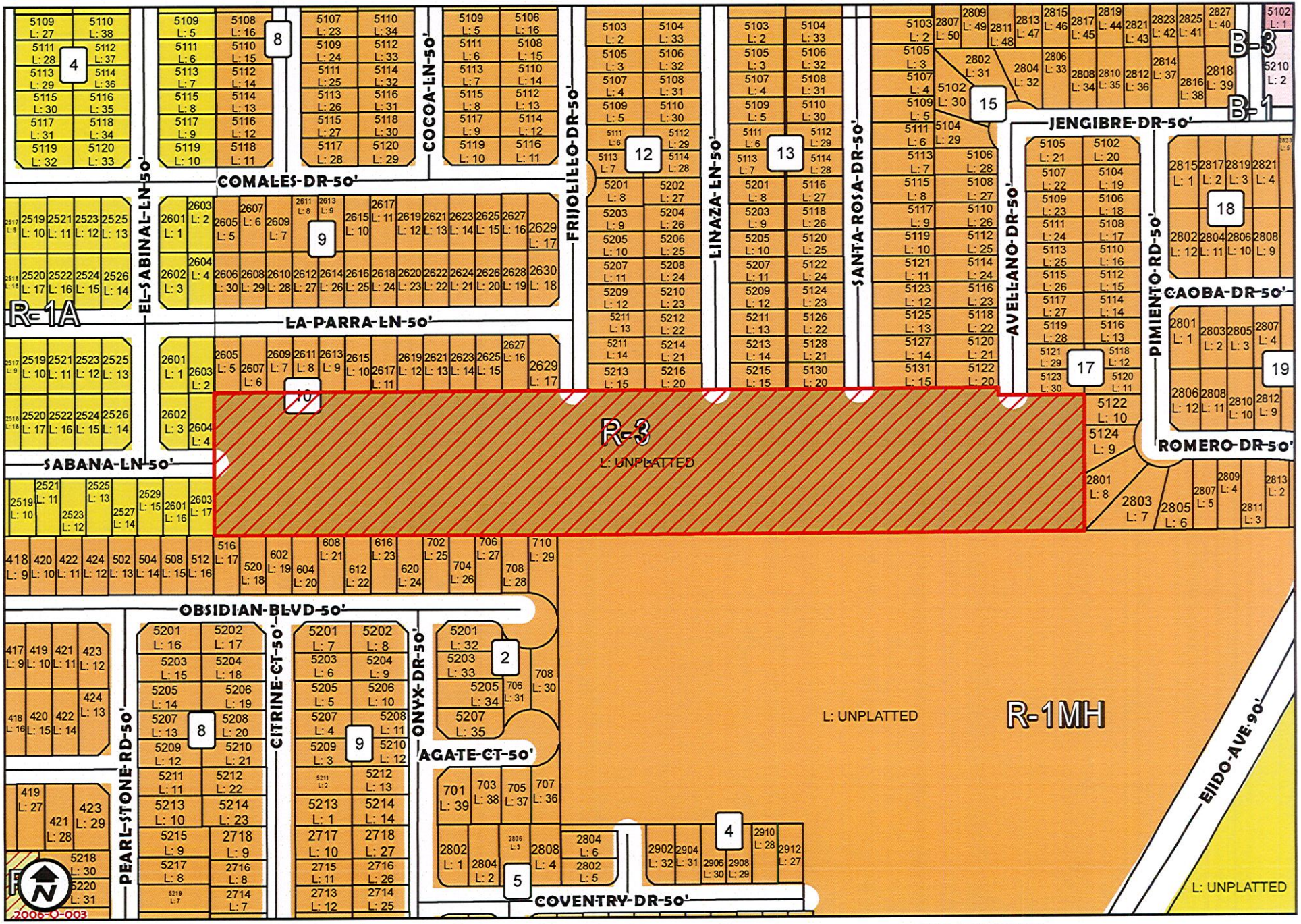
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING)



DIMENSIONS MAP
1 inch = 215 feet

ZC-21-2019
COUNCIL DISTRICT 1
1000 LF S OF SORIA DR & 1500 LF W OF EJIDO AVE

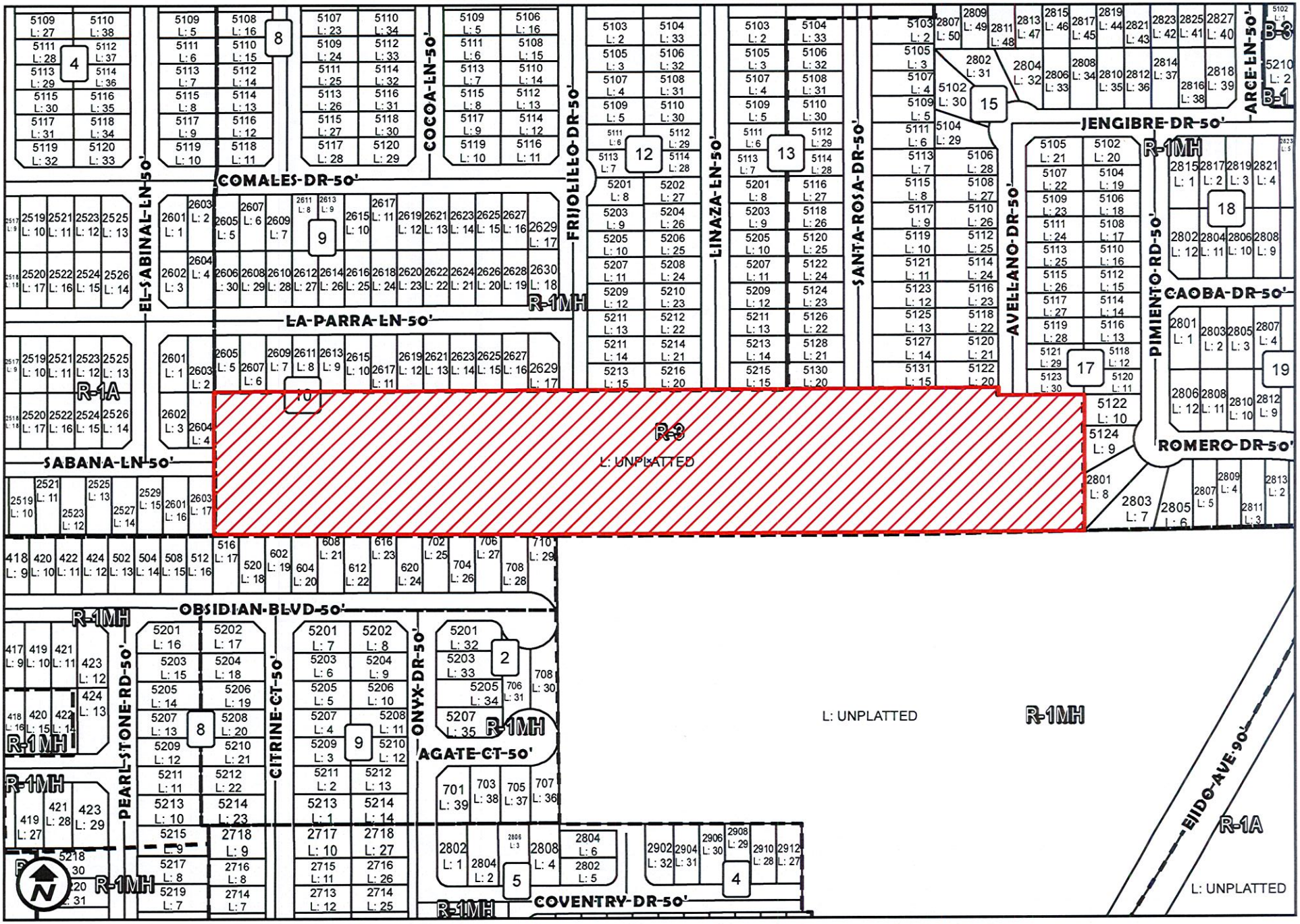
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING)



ZONING MAP
1 inch = 215 feet

ZC-21-2019
COUNCIL DISTRICT 1
1000 LF S OF SORIA DR & 1500 LF W OF EJIDO AVE

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING)



ZONING MAP
1 inch = 215 feet

ZC-21-2019
COUNCIL DISTRICT 1
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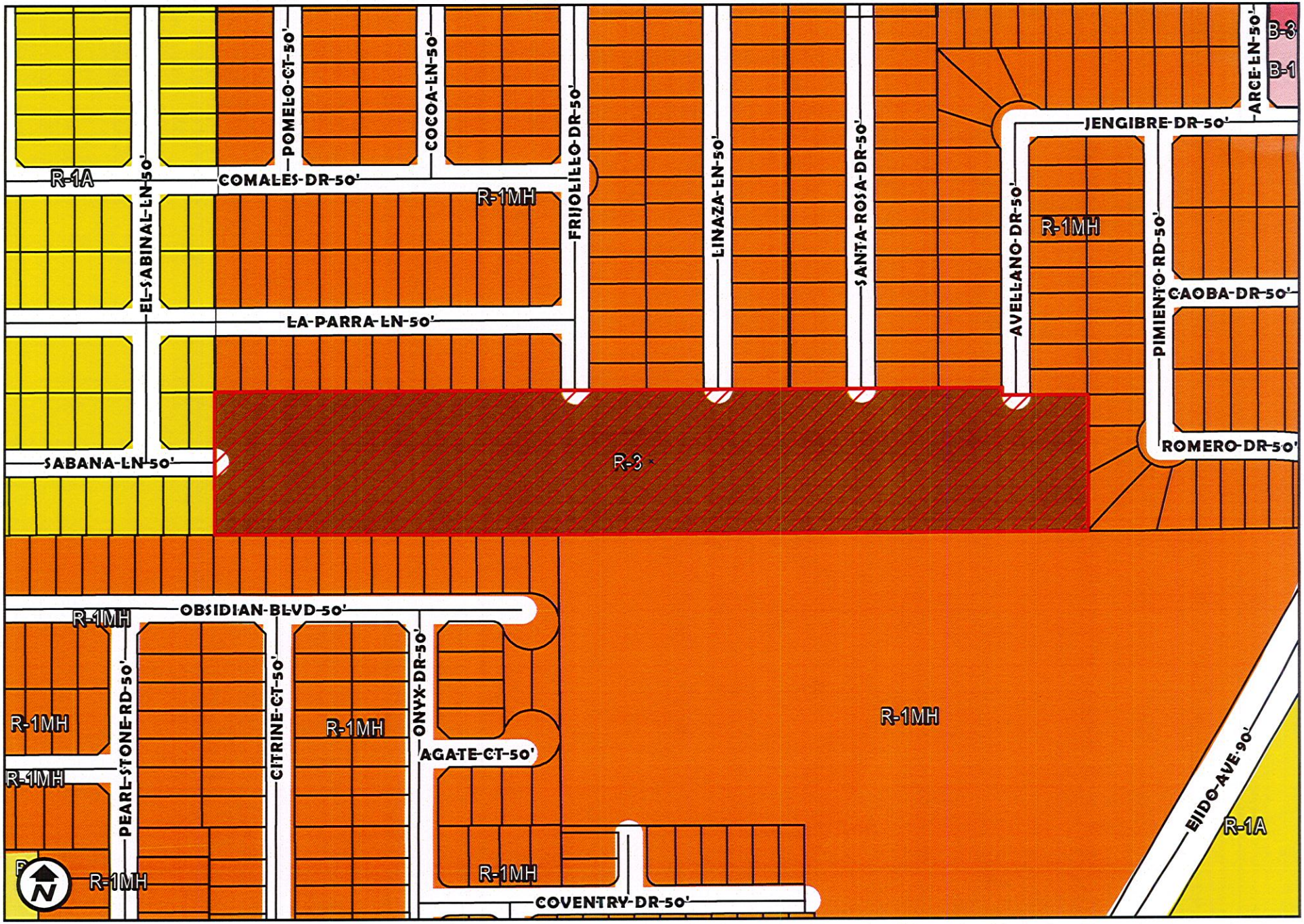
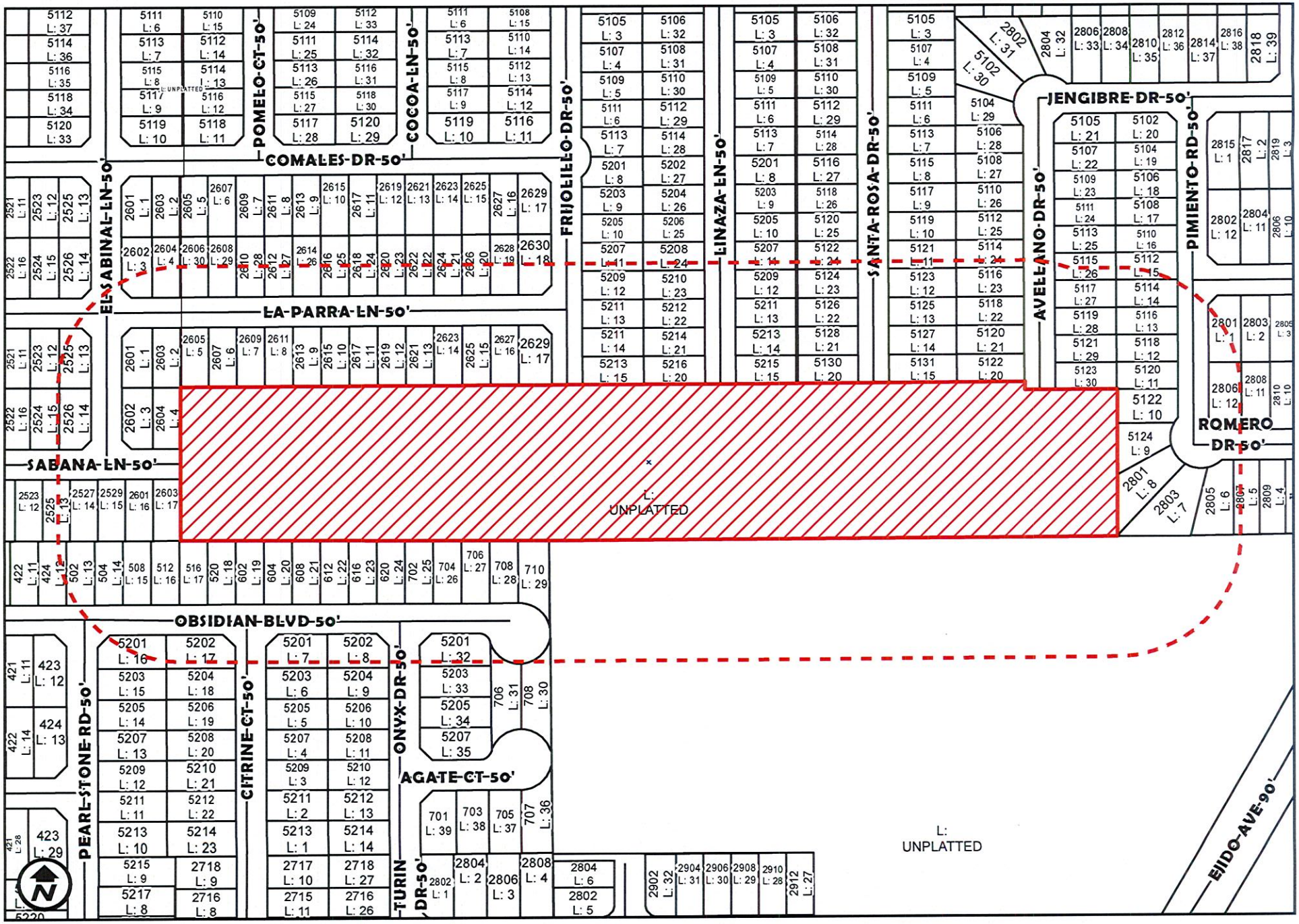


ZONING OVERVIEW
1 inch = 215 feet

ZC-21-2019
COUNCIL DISTRICT 1
1000 LF S OF SORIA DR & 1500 LF W OF EJIDO AVE

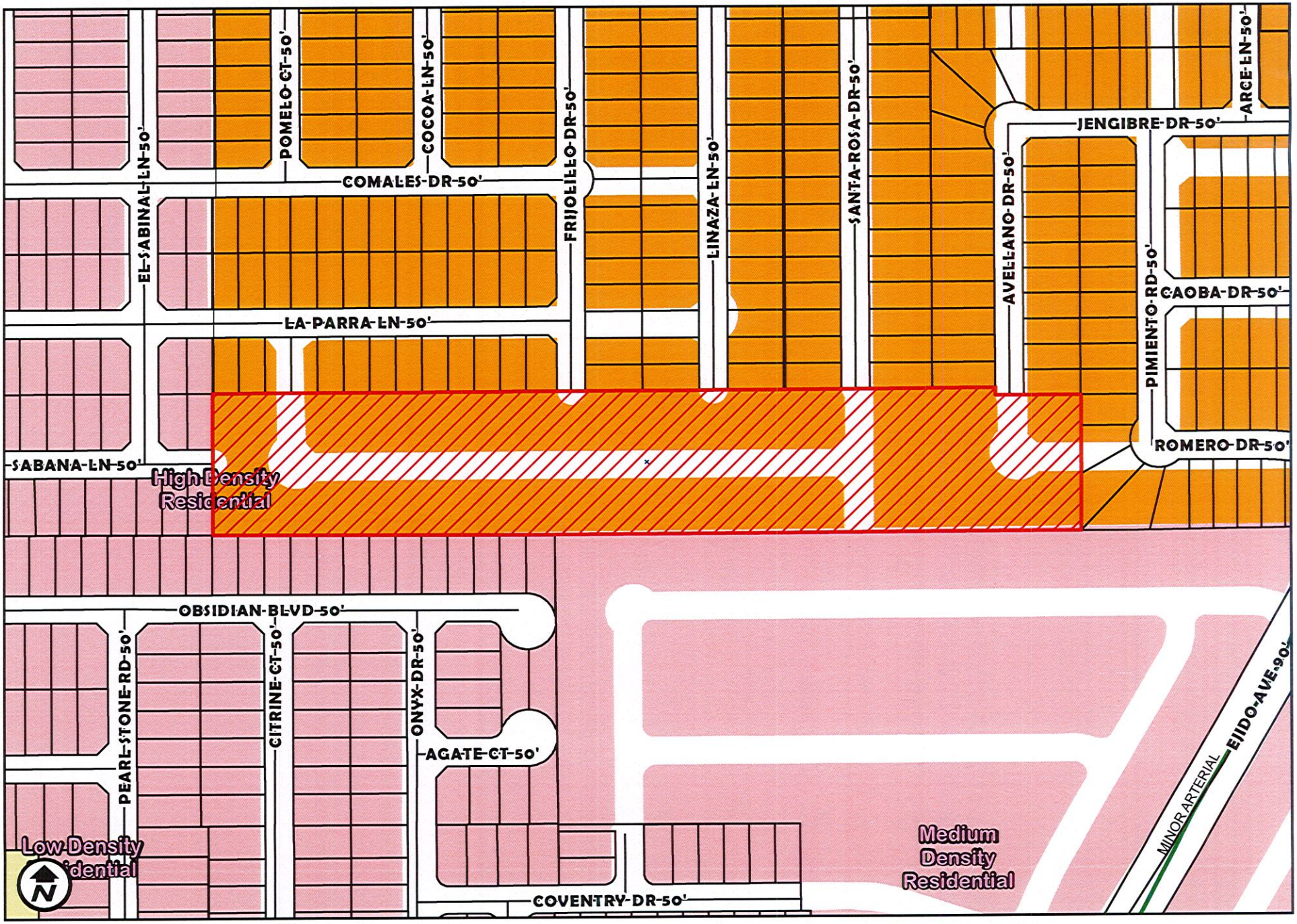
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING)



200' NOTIFICATION
1 inch = 200 feet

ZC-21-2019
COUNCIL DISTRICT 1
1000 LF S OF SORIA DR & 1500 LF W OF EJIDO AVE

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING)

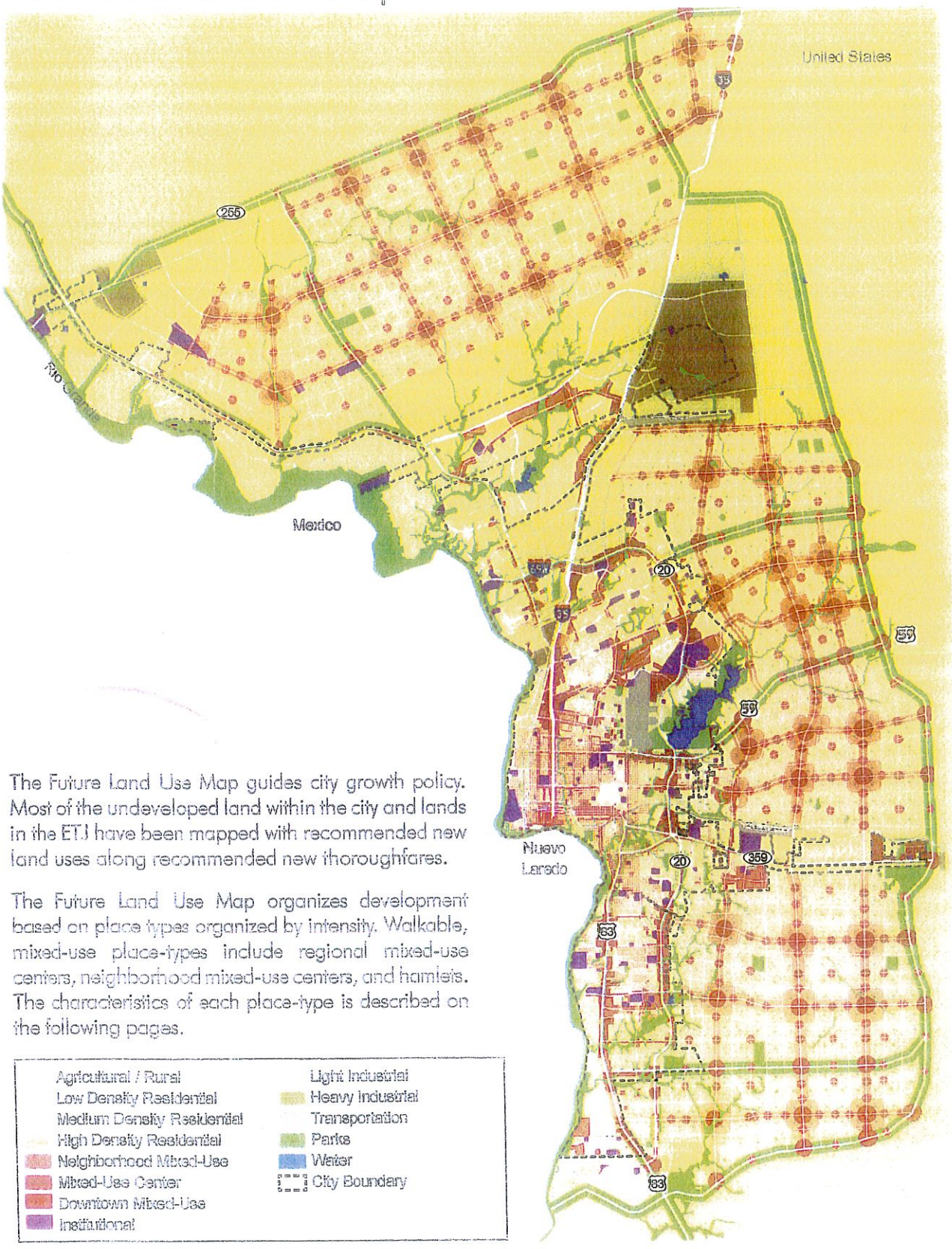


FUTURE LANDUSE MAP
1 inch = 215 feet

ZC-21-2019
COUNCIL DISTRICT 1
1000 LF S OF SORIA DR & 1500 LF W OF EJIDO AVE

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> R1MH (SINGLE FAMILY MANUFACTURED HOUSING)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

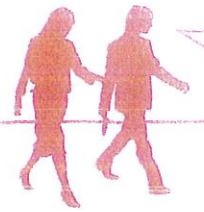
New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.

Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-21-2019
8.8547 Acres
South of Soria Drive and East of Ejido Avenue
R-3 to R-1MH

ZC-21-2019
8.8547 Acres
South of Soria Drive and East of Ejido Avenue
R-3 to R-1MH

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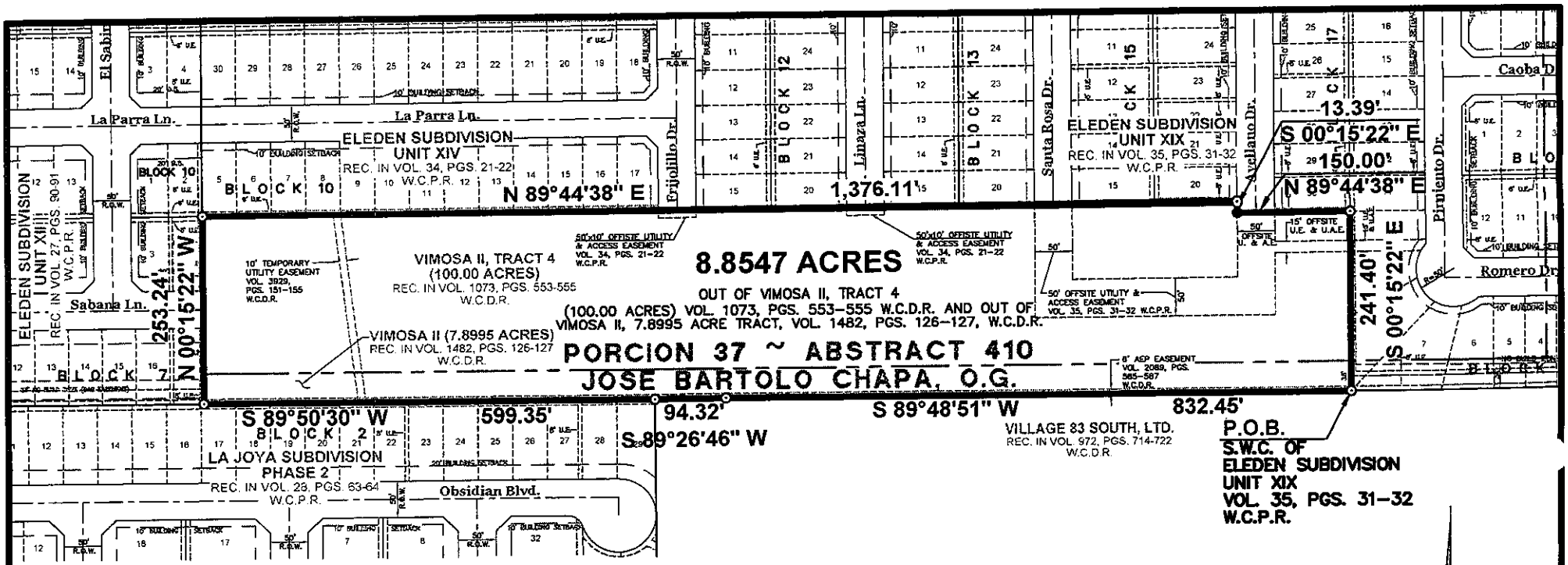
8.8547 Acres
South of Soria Drive and East of Ejido Avenue
R-3 to R-1MH



LEGEND:

P.O.B.	POINT OF BEGINNING
W.C.D.R.	WEBB COUNTY DEED RECORDS
W.C.P.R.	WEBB COUNTY PLAT RECORDS
⊙	FOUND 1/2" IRON ROD
●	SET 1/2" IRON ROD

NOTES:

1.–THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2.–THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100–YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS NO. 48479C1380C & NO. 48479C1390C, DATED: APRIL 2, 2008.
3.–BASIS OF BEARINGS AND DISTANCES: GPS NAD 83 (2011 ADJ.), TEXAS STATE PLANE, 4205 SOUTH ZONE.

SCALE: 1"=200'
DATE: 12–12–18

GRAPHIC SCALE IN FEET
0 100 200

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

Exhibit A

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 17TH DAY OF DECEMBER, 2018

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

BOUNDARY SURVEY OF A 8.8547 ACRE TRACT

OUT OF VIMOSA II, TRACT 4 (100.00 ACRES)
VOL. 1073, PGS. 553-555, W.C.D.R. AND OUT OF VIMOSA II,
7.8995 ACRE TRACT, VOL. 1482, PGS. 126-127, W.C.D.R
CITY OF LAREDO - WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-101888
OFFICE (956) 724-3097
www.porrasnance.com

8.8547 ACRE TRACT
being out and part of
Porcion 37 ~ Abstract 410 ~ Jose Bartolo Chapa, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a tract of land found to contain 8.8547 Acres, more or less, situated in Porcion 37, Abstract 410, Jose Bartolo Chapa, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 8.8547 Acre tract being out and part of the 100.00 Acre Tract (Tract 4) acquired by VIMOSA II, as therein recorded in Volume 1073, Pages 553-555 of the Webb County Deed Records and out and part of the 7.8995 Acre Tract, acquired by Vimosa II, as therein recorded in Volume 1482, Pages 126-127 of the Webb County deed Records, and more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a found ½" iron rod for the Southwest corner of Eleden Subdivision, Unit XIX, as Recorded in Volume 35, Pages 31-32 of the Webb County Plat Records, same being the Southeast corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along the Southerly boundary line of the herein described tract, as follows:

South 89°48'51" West, 832.45 Feet, to a found ½" iron rod for a deflection corner to the left of this tract;

South 89°26'46" West, 94.32 Feet, to a found ½" iron rod for a deflection corner to the right of this tract;

South 89°50'30" West, 599.35 Feet, to a found ½" iron rod for the Southeast corner of Eleden Subdivision, Unit XII, as recorded in Volume 27, Pages 90-91 of the Webb County Plat Records and the Southwest corner of this tract;

THENCE North 00°15'22" West, 253.24 Feet, along the East boundary line of said Unit XII, being the West boundary line of the herein described tract, to a found ½" iron rod for the Southwest corner of Eleden Subdivision, Unit XIV, as recorded in Volume 34, Pages 21-22 of the Webb County Plat Records and the Northwest corner of this tract;

THENCE along the Northerly boundary line of the herein described tract, as follows:

North 89°44'38" East, 1376.11 Feet, to a found ½" iron rod for an interior corner of aforesaid Eleden Subdivision, Unit XIX and an exterior corner of this tract;

South 00°15'22" East, 13.39 Feet, to a set ½" iron rod for an exterior corner of said Unit XIX and an interior corner of this tract;

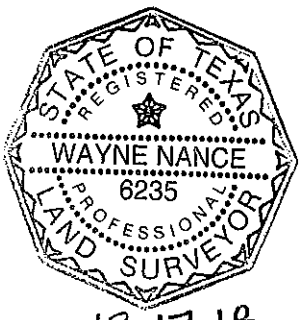
North 89°44'38" East, 150.00 Feet, to a found ½" iron rod for an interior corner of said Unit XIX and the Northeast corner of this tract;

THENCE South 00°15'22" East, 241.40 Feet, along the East boundary line of the herein described tract, being a common boundary line with said Unit XIX, to the Southwest corner of same Unit XIX, the Southeast corner of this tract and the **POINT OF BEGINNING.**

Basis of Bearings and Distances:
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

Witness my Hand and Seal



12·17·18

Wayne Nance, R.P.L.S

City Council-Regular **2.**

Meeting Date: 03/18/2019

Staff Source: Rosario Cabello, Co-Interim City Manager

Staff Source: Alejandrina Sanchez, Planner

Initiated by: VIMOSA II, a Texas General Partnership/Nancy De Anda, Owner/Applicant and Civil Engineering Consultants, Representative

Prior Action: None.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.24 acres, as further described by Metes & Bounds on Exhibit A, located East of US Hwy. 83 and South of Sierra Vista Blvd., from AG (Agricultural District) to B-3 (Community Business District); providing for publication and effective date.

Planning and Zoning recommends **approval** of the proposed Zone Change and **staff supports** the application.

ZC-22-2019
District I

BACKGROUND:

Council District: I – The Honorable Rudy Gonzalez, Jr.

Proposed use: commercial. (Staff inquired as to the proposed use, however the applicant did not provided any specific use for this zoning request).

Site: The site is a vacant undeveloped land.

Surrounding land uses: North, abutting the property, there are McDonald's and vacant undeveloped land. South and east of the property, there is vacant undeveloped land. West of the property is US Hwy. 83.

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

Transportation Plan: The Long Range Thoroughfare identifies US Hwy 83 as an Expressway.

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

STAFF COMMENTS:

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

1. The zone change is appropriate at this location. The property complies with a B-3 zoning district, location and Lot width.
2. The proposed change is in conformance with the Comprehensive Plan designation for this area as **Neigborhood Mixed Use** that includes all except M-1, M-2, B-4, AH, AN, FH, OG, and FiH.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 5 to 0 votes recommends approval of the zone change.

STAFF RECOMMENDATION:

Staff **recommends** the proposed zone change.

IMPACT ANALYSIS

B-3 (Community Business District): 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 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. By rezoning from R-3 to B-3 all B-3 uses would be allowed in addition to all those under the B-1 zoning district. Some of the active uses that could be allowed are:

- hotel/motel
- funeral home,
- building materials sales,
- auto dealer new/used,
- upholstery shop,
- restaurant (drive thru),
- heavy machinery sales/display (inside)
- machinery sales/display (inside),
- pawn shop,
- portable buildings leasing/storage,
- portable chemical toilet leasing/storage,
- commercial parking lot,
- auto tire repair,
- tire sales (indoors),

- auto glass repair/tinting,
- car wash (self-service),
- commercial car wash (detail shop),
- quick lube/oil change,
- bakery-wholesale,
- contractor's office/sales,
- parking areas for vehicles/trailers/RV's,
- amusement services (indoors),
- children's amusement services (outdoors),
- billiard parlor, etc.

Is this change contrary to the established land use pattern?
Yes, the established land use pattern in the area is mostly residential uses, across US Hwy 83, and some commercial uses north of the property.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is a B-3 district that abuts the property to the north.

Will change adversely influence living conditions in the neighborhood?
No, even though the proposed district may introduce more intense uses into the area, the property has direct access from Hwy. 83, and abuts AG districts to the east and south,providing a buffer between the existing residential uses, east of the property and the proposed B-3 zoning.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
Yes, the current AG district does not allow for commercial uses and the property owner wants to introduce a commercial use. Applicant did not provided an specific use for this request.

Attachments

Ordinance 2019-O-
B-3 Zoning
Dim. Standards B-3 Zoning
Color Maps-ZC-22-2019
Color Pictures-ZC-22-2019
Exhibit A- ZC-22-2019

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 4.24 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS ON EXHIBIT A, LOCATED EAST OF US HIGHWAY 83 AND SOUTH OF SIERRA VISTA BOULEVARD, FROM AG (AGRICULTURAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 4.24 acres, located East of US Highway 83 and South of Sierra Vista Boulevard, from AG (Agricultural 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 January 17, 2019; 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 March 18, 2019, 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; 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 rezoning approximate 4.24 acres, located East of US Highway 83 and South of Sierra Vista Boulevard, from AG (Agricultural 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 _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

B-3 Zoning

B-1 & B-3 USES

Greenhouse (Non-Retail/Hobby)
Greenhouse (Retail)
Plant Nursery (Retail Sales)
Single Family Detached
Single Family Zero Lot Line
Single Family Townhouse
Two Family (Duplex)
Three Family (Triplex)
Four Family (Quadruplex)
Multi-Family
Condominiums
Townhouse
Garage Conversion
Accessory Building/Structure
Home Occupation "A"
Home Occupation "B"
Travel Trailer/RV Park (SUP)
Manufactured Housing Park (SUP)
Rooming/Boarding House
Fraternity/Sorority House
Registered Child-Care Home/Licensed Child Care Home
Servants Quarters
Emergency Ambulance Service
Post Office (Governmental)
Mailing Service (Private)
Electrical Transmission Line
Gas Transmission Line
Utility Distribution Line
Utility Shop and Storage
Sewage Pumping Station(Lift Station)
Water Booster Station
Elementary School, K thru 6 (Public & Private)
Middle School, 6 thru 9 (Public & Private)
High School, 9 thru 12 (Public & Private)
College (Community or Junior)
University (Four year)
Adult Day Care
Child Day Care (13 or more)
Orphanage
Community Center
Fraternal Organization or Social Club
Civic Club
Philanthropic Organization
Church/Sanctuary
Fellowship Halls
Church affiliated uses
Rectory/Parsonage
Monastery/Convent
Government Building
Police Station
Fire Station
Library
Political campaign headquarters
Credit Agency
Office (Brokerage Service)
Insurance Agency Offices
Real Estate Offices
Offices (Professional)
Medical Offices
Dental Offices
Financial Services (Advice/Invest)
Credit Unions
Check Cashing Agencies

B-3 Zoning

Automatic Teller Machines (ATM's)
Bed & Breakfast
Laundry/Dry Cleaning
Laundry/Dry Cleaning (Drop Off/Pick Up)
Laundry/Dry Cleaning (Self-Service)
Tailor Shop
Shoe Repair & Sales
Travel Agency
Beauty Shop (Non-College)
Barber Shop (Non-College)
Photo Studio
Kiosk (Providing A Service)
Child Development Center
Tool Rental (Indoor Storage)
Appliance Repair
Communication Equipment Repair
Locksmith
Karate School (Martial Arts)
Automobile Driving School
Dance/Drama/Music/ Schools
Artist Studio

Mini - Storage/Warehouse
Diet Clinic
Pharmacies and Drug Stores
Health Spa
Hardware Store
Lawnmower Sales and/or Repair
Florist
Plant Nursery (Outside Storage)
Department Store
Variety Store
Convenience Store (Drive Through)
Drug Store
Auto Repair (minor repairs)
Fruit and/or Vegetable Store
Bakery (Retail)
Used Auto Supply Part Store(no on-site salvage)
Auto Supply Store (new parts)
Gasoline Service Station
Boat Dealer/Sales Only
Grocery Store
Meat Market & Butcher Shops

Artist Supply
Camera Shop
Apparel Stores
Furniture Sales (Indoor)
Major Appliances Sales (Indoor)
Restaurant (Serving Alcohol)
Restaurant
Restaurant (Drive-In)
Restaurant (Kiosk)
Private Club (Alcohol Served)
Bait and/or Tackle Shop
Bike Sales and/or Repair
Handicraft Shop
Needlework Shop
Florist
Art Dealer
Retail Store (Miscellaneous)
Bookstores/Stationary Stores
Soda Fountain & Ice Cream Parlors
Taxi Stand
Auto Wrecker Service (Gas station)

B-3 Zoning

Minor Repair Garage

Collection Container

Contractor's On-Site Construction Office

Fishing Pier

Health Club (Physical Fitness)

Amusement Devices/Arcade

Museum /Other than wax

Art Gallery

Membership Sports

Recreational Club (Members Only)

Swimming Pool (Public)

Day Camp

Park and/or Playground (Public)

Special Events (Temporary)

Park or Playground (Private)

EXCLUSIVE B-3 USES

Hay, Grain and/or Feed Sales

Veterinarian (Indoor Animal Confinement)

College Dormitory (On Campus) (Overlay Zone)

Water Supply Facility (Public)

Water Supply Facility (Private)

Beauty College/School

School, Vocational/Technical Education

Trade School, (Private or Public)

Business School (Private or Public)

Bank

Savings and Loans

Hotel/Motel

Funeral Home

Nationalization/"Nacionalizacion" of Vehicles Enterprise (SUP)

Building Material Sales

Confectionery Store (Retail)

Auto Dealer (Primarily New/Used)

Auto Dealer (Primarily Used)

Motorcycle Dealer

All Terrain Vehicle Dealer/Sales Only

Drapery Shop

Upholstery Shop (Non-Auto)

Restaurant (Drive-Thru)

Alcohol Sales/Off-Premise Consumption

Antique Shop

Heavy Machinery Sales/Display (Inside)

Pawn Shop

Gravestone/Tombstone Sales

Pet Shop

Portable Building leasing/storage

Portable Chemical Toilet leasing/storage

Video Sales and Rental

Imported Crafts (Retail Sale)

Commercial Parking Lot (Cars)

Auto Tire Repair

Tire Sales (Indoors)

Auto Glass Repair/Tenting

Auto Repair as Associated use to Retail Sales

Car Wash (Self-Service)

Commercial Car Wash (Detail hop)

Quick Lube/Oil Change

Vehicle Wash (Private)

State Vehicle Inspection

Apparel, Piece Goods, and Notions

Bakery - Wholesale

Oil and/or Gas Extraction (SUP)

Parking Areas for

B-3 Zoning

Restrooms with Shower Facilities

Motion Picture Theater (Indoor)

Motion Picture Theater (Outdoor)

Theater (Non-Motion Picture)

Amusement Services (Indoors)

Children's Amusement Services (Outdoors)

Bowling Center

Billiard Parlor (Three or more tables)

Dinner Theatre

Skating Rink

Golf Course (Public/Private)

Vehicles/Trailers/R.V's

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

AERIAL MAP
1 inch = 200 feet

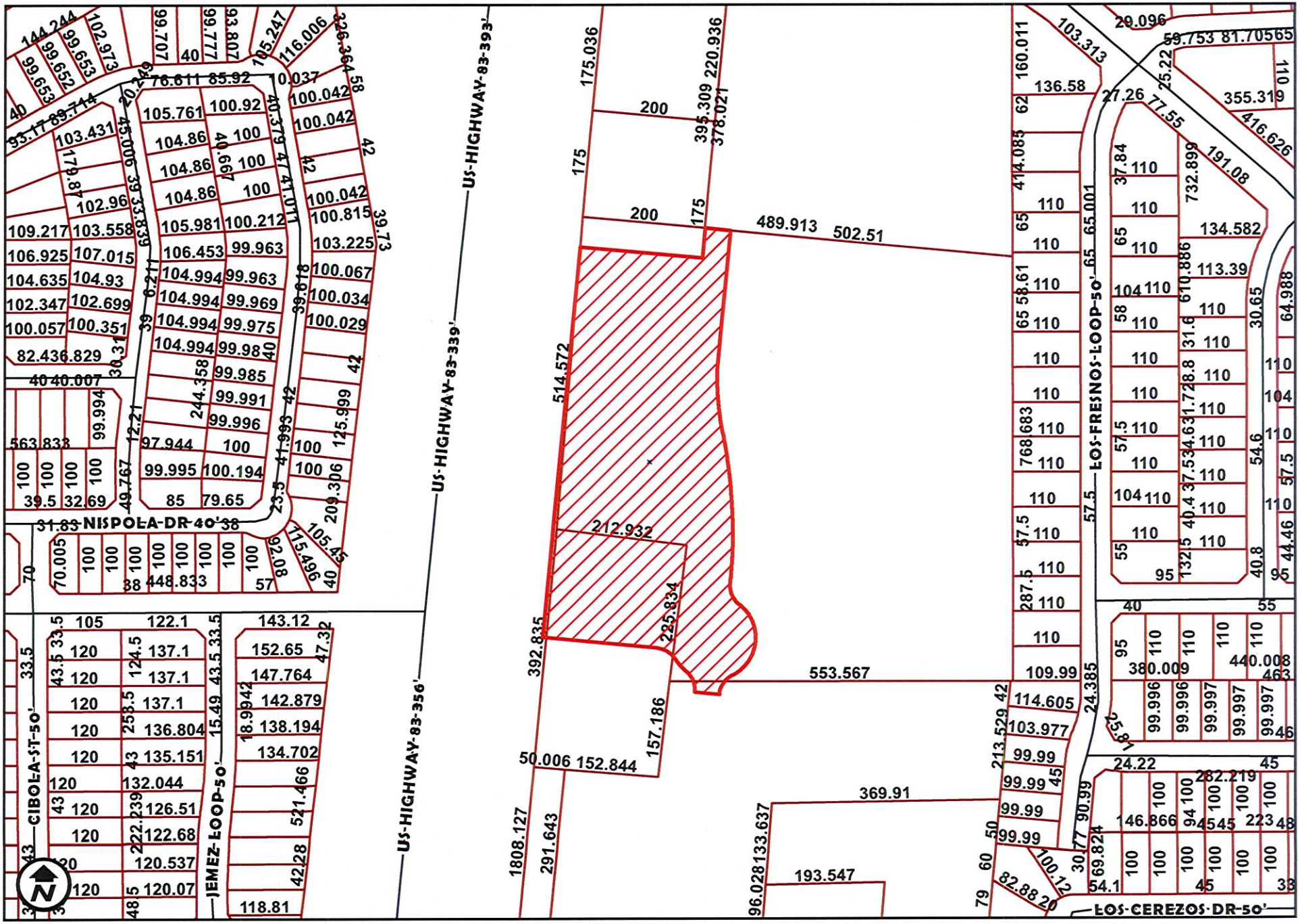
ZC-22-2019
COUNCIL DISTRICT 1
4.24 ACRES EAST OF S US HIGHWAY 83

APPLICATON FOR
AG (AGRICULTURAL)
-> B3 (COMMUNITY BUSINESS DISTRICT)

200' NOTIFICATION
1 inch = 167 feet

ZC-22-2019
COUNCIL DISTRICT 1
4.24 ACRES EAST OF S US HIGHWAY 83

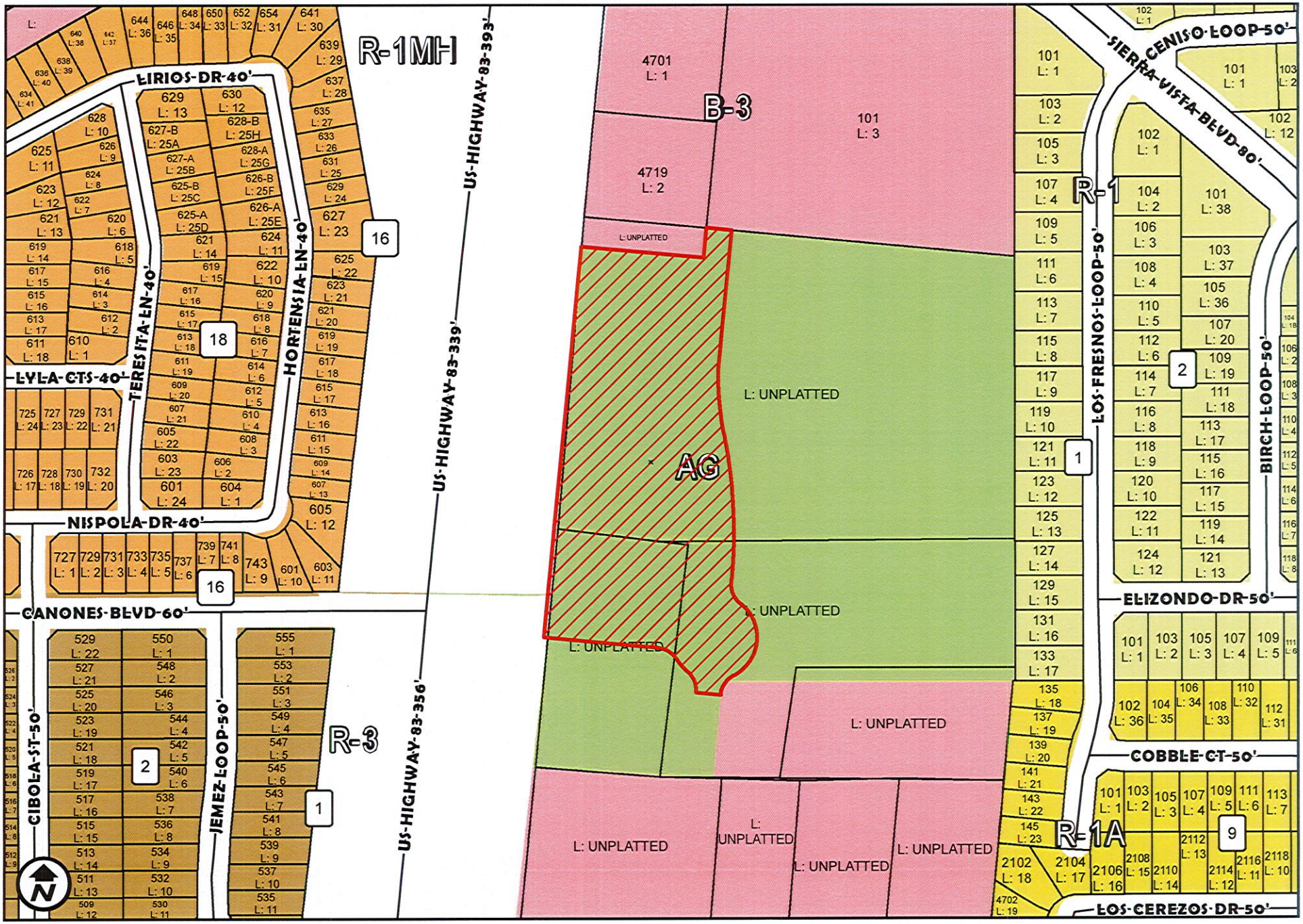
APPLICATON FOR
AG (AGRICULTURAL)
-> B3 (COMMUNITY BUSINESS DISTRICT)



DIMENSIONS MAP
1 inch = 200 feet

ZC-22-2019
COUNCIL DISTRICT 1
4.24 ACRES EAST OF S US HIGHWAY 83

APPLICATON FOR
AG (AGRICULTURAL)
-> B3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP
1 inch = 200 feet

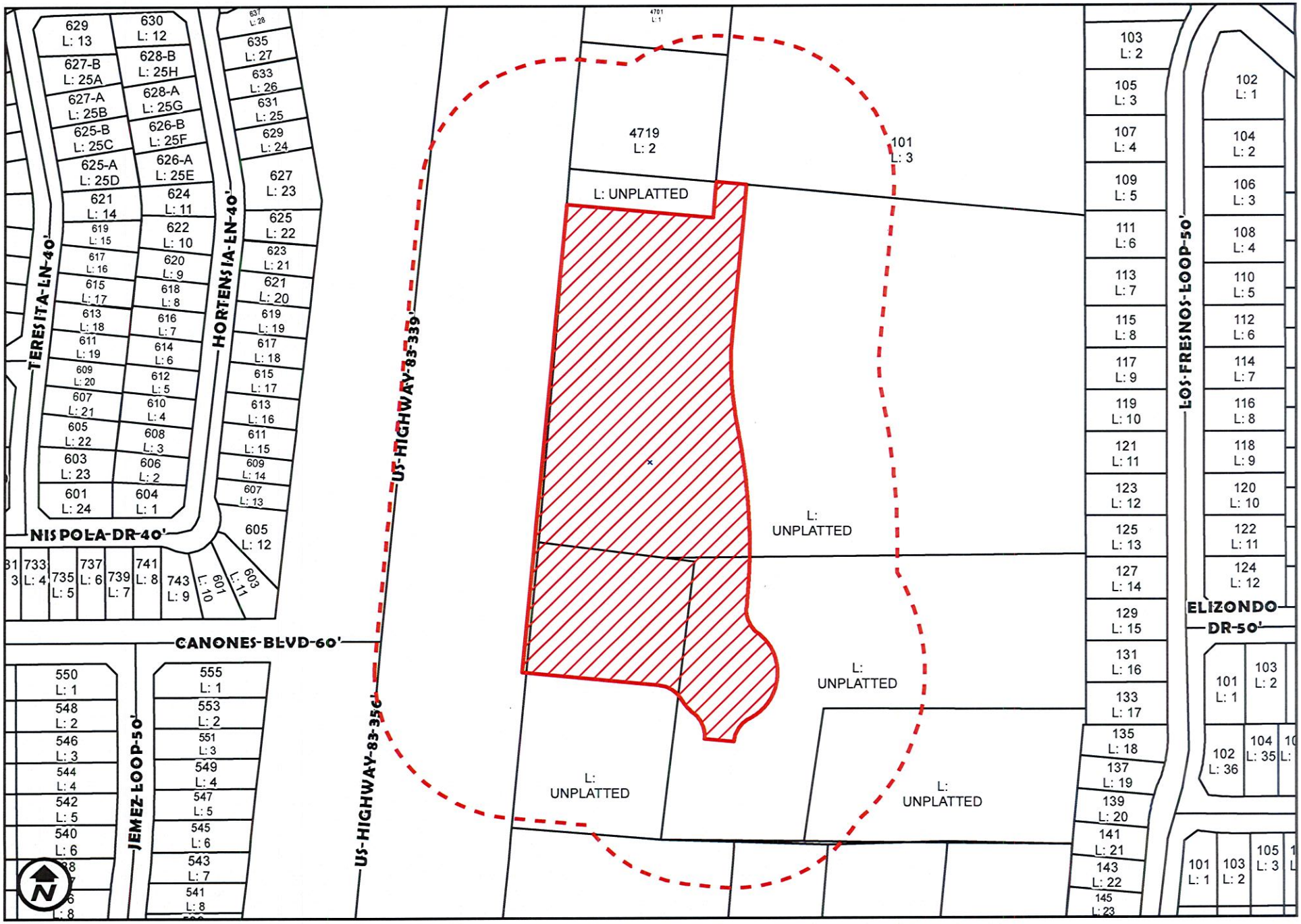
ZC-22-2019
COUNCIL DISTRICT 1
4.24 ACRES EAST OF S US HIGHWAY 83

APPLICATON FOR
AG (AGRICULTURAL)
-> B3 (COMMUNITY BUSINESS DISTRICT)

ZONING OVERVIEW
1 inch = 200 feet

ZC-22-2019
COUNCIL DISTRICT 1
4.24 ACRES EAST OF S US HIGHWAY 83

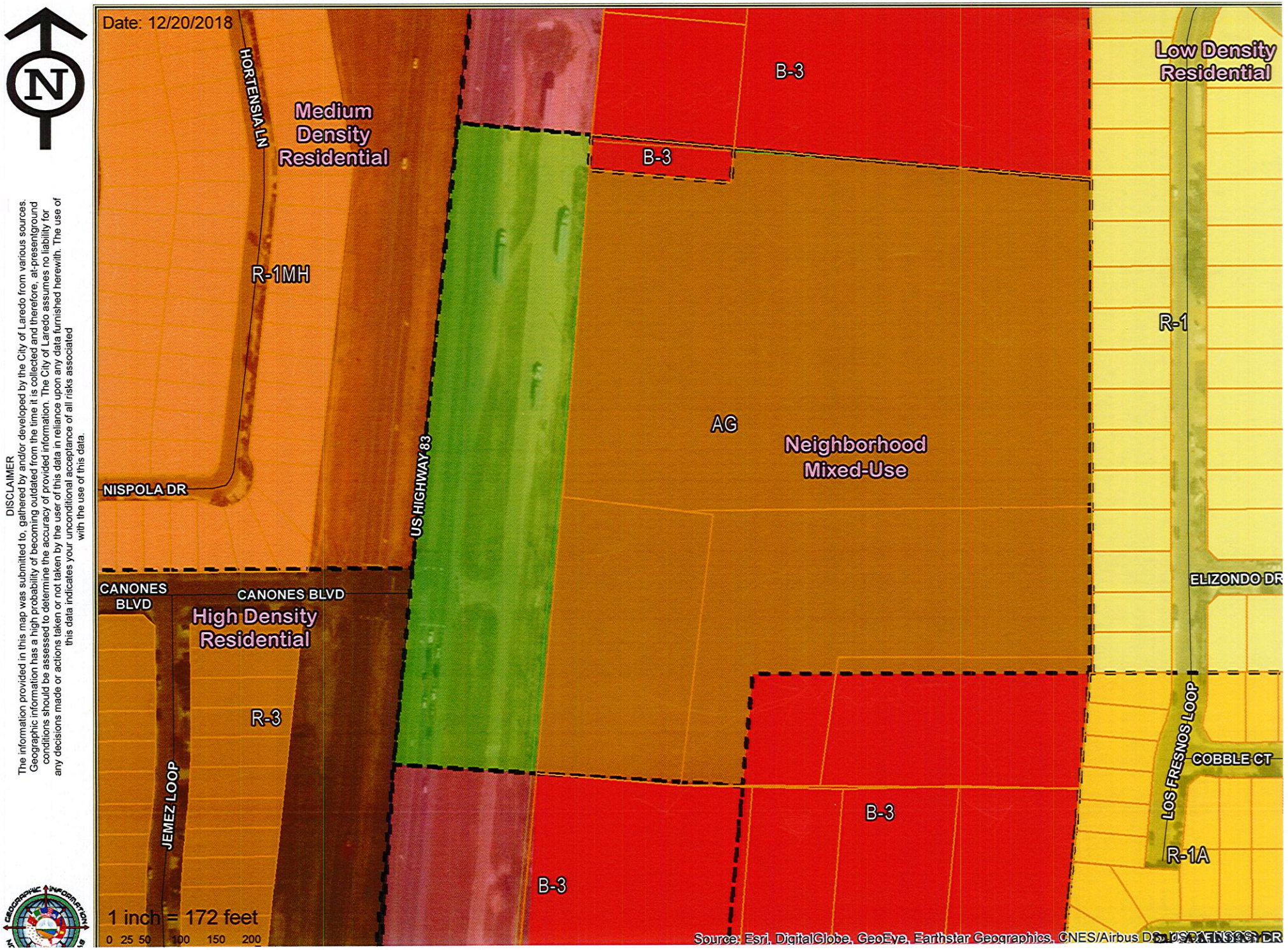
APPLICATON FOR
AG (AGRICULTURAL)
-> B3 (COMMUNITY BUSINESS DISTRICT)



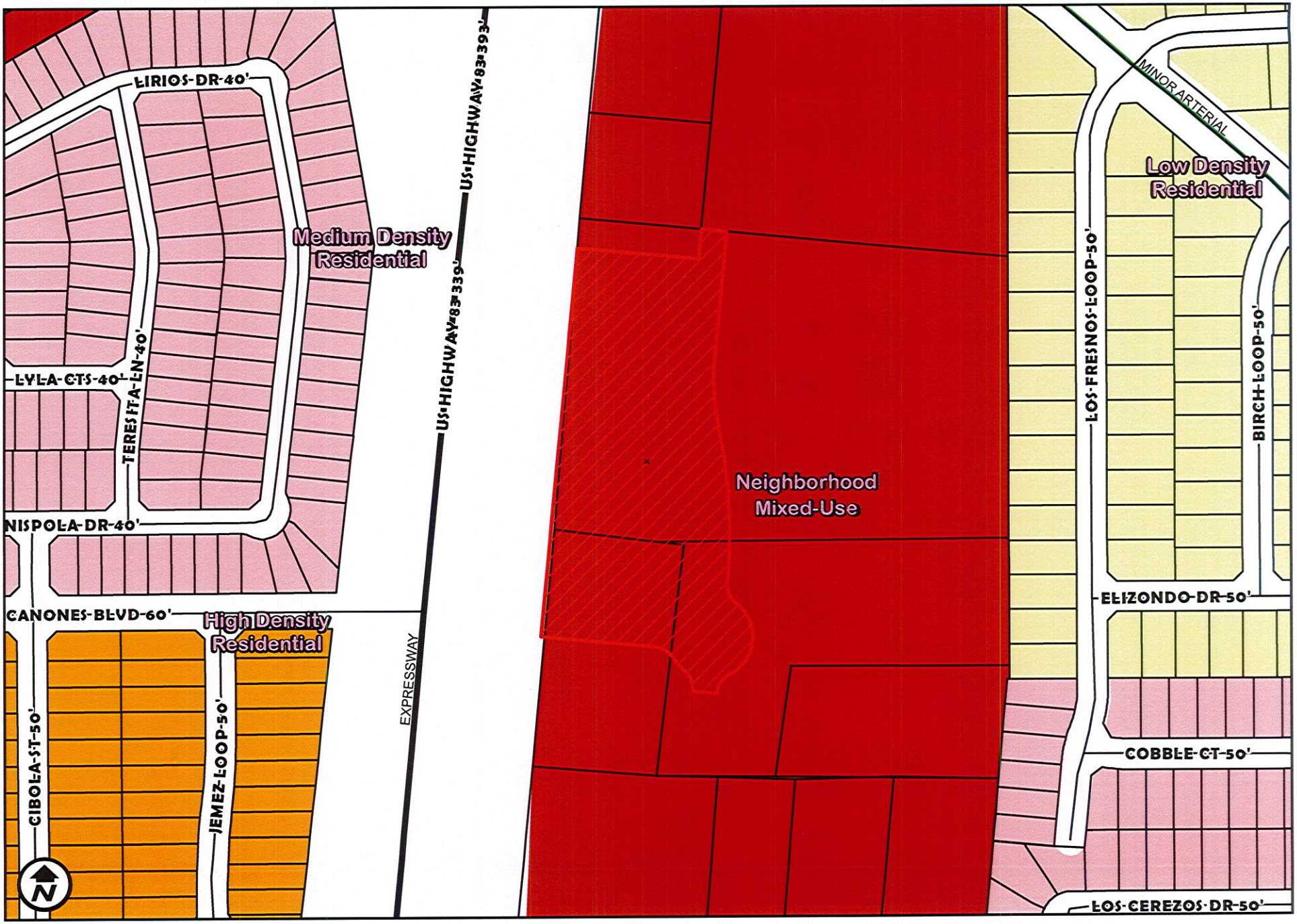
200' NOTIFICATION
1 inch = 167 feet

ZC-22-2019
COUNCIL DISTRICT 1
4.24 ACRES EAST OF S US HIGHWAY 83

APPLICATON FOR
AG (AGRICULTURAL)
-> B3 (COMMUNITY BUSINESS DISTRICT)



DISCLAIMER
The information provided in this map was submitted to, gathered by and/or developed by the City of Laredo from various sources. Geographic information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The City of Laredo assumes no liability for any decisions made or actions taken or not taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

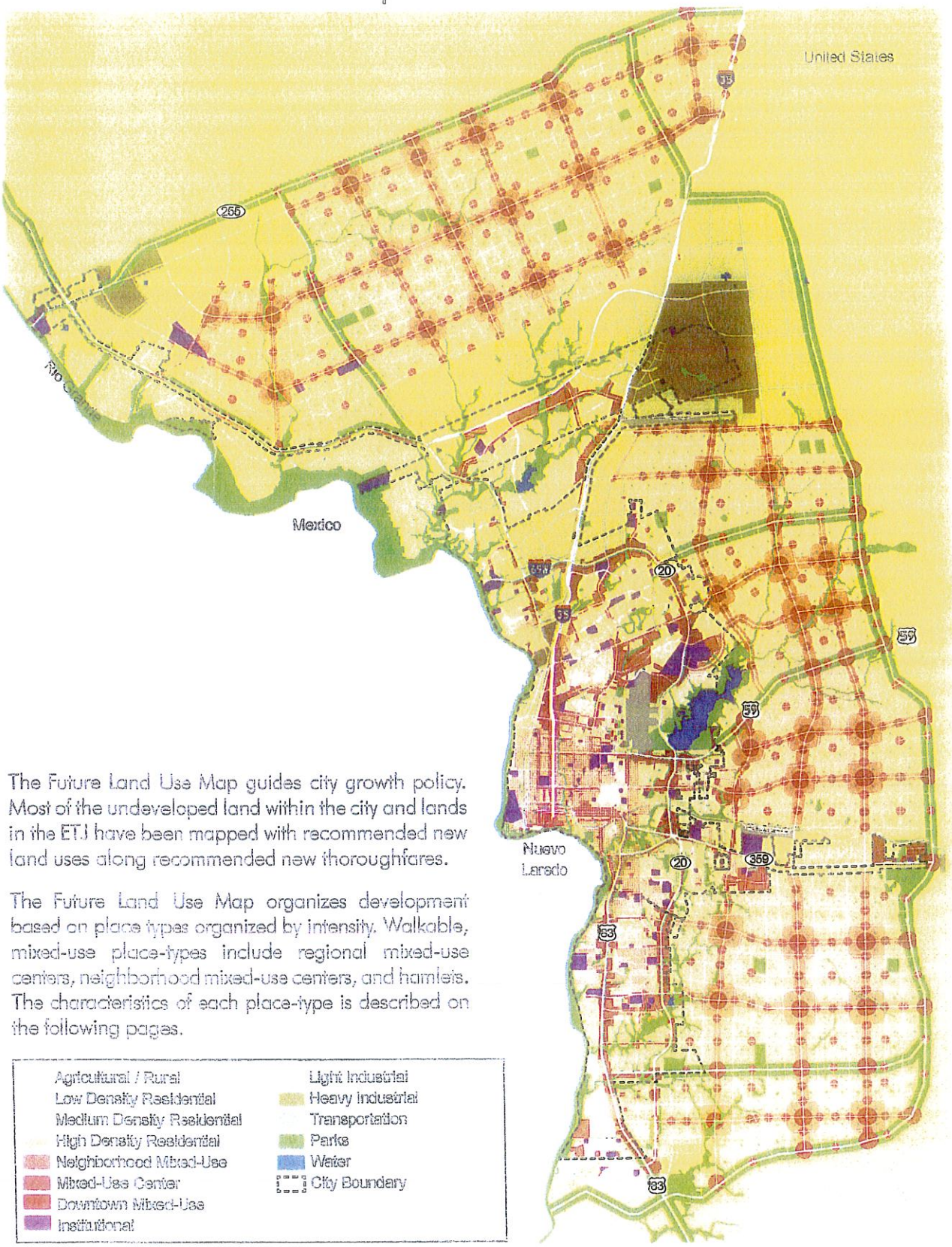


FUTURE LANDUSE MAP
1 inch = 200 feet

ZC-22-2019
COUNCIL DISTRICT 1
4.24 ACRES EAST OF S US HIGHWAY 83

APPLICATON FOR
AG (AGRICULTURAL)
-> B3 (COMMUNITY BUSINESS DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

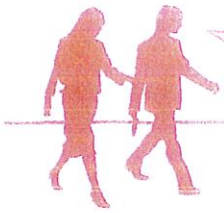
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.

Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

East of US Hwy. 83

01/01/2017

East US Hwy. 83

01/01/2017

ZC-22-2019
4.24 Acres
East of US Highway 83 and South of Sierra Vista Boulevard
AG to B-3

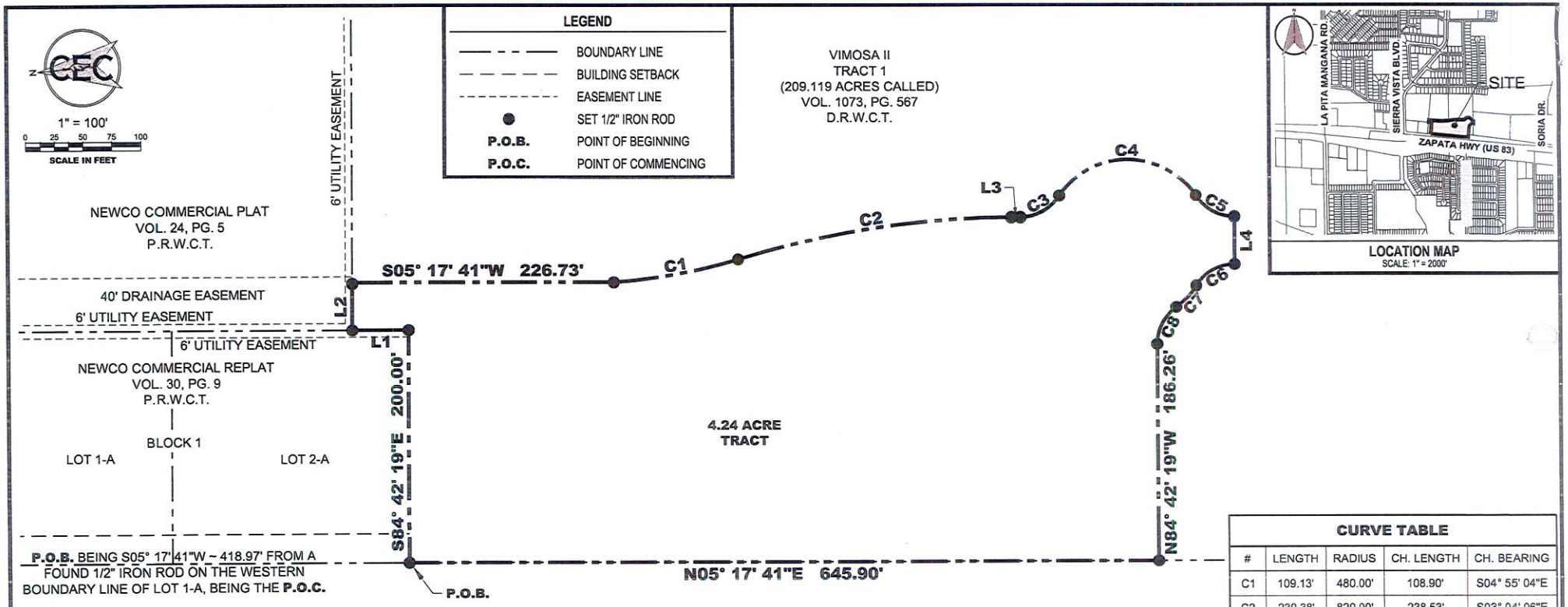
ZC-22-2019
4.24 Acres
East of US Highway 83 and South of Sierra Vista Boulevard
AG to B-3

ZC-22-2019
4.24 Acres
East of US Highway 83 and South of Sierra Vista Boulevard
AG to B-3

ZC-22-2019
4.24 Acres
East of US Highway 83 and South of Sierra Vista Boulevard
AG to B-3

ZC-22-2019
4.24 Acres
East of US Highway 83 and South of Sierra Vista Boulevard
AG to B-3

ZC-22-2019
4.24 Acres
East of US Highway 83 and South of Sierra Vista Boulevard
AG to B-3



LINE TABLE		
LINE #	LENGTH	BEARING
L1	49.00'	N05° 17' 41"E
L2	41.00'	S84° 42' 19"E
L3	7.80'	S05° 17' 41"W

CURVE TABLE				
#	LENGTH	RADIUS	CH. LENGTH	CH. BEARING
C1	109.13'	480.00'	108.90'	S04° 55' 04"E
C2	239.38'	820.00'	238.53'	S03° 04' 06"E
C3	39.75'	40.00'	38.14'	S23° 10' 39"E
C4	139.14'	70.00'	117.34'	S05° 17' 4
C5	39.75'	40.00'	38.14'	N33° 46' 00"E
C6	39.75'	40.00'	38.14'	N23° 10' 39"W
C7	25.32'	70.00'	25.18'	N41° 17' 18"W
C8	37.54'	40.00'	36.18'	N57° 48' 58"W

NOTE:
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR A TITLE INSURANCE DOCUMENT. THE PROPERTY MAY BE SUBJECT TO AND HAVE ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES NOT NOTED ON THIS SURVEY.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

JEFFREY G. PUIG, R.P.L.S.
No. 5961
2/15/2018

STATE OF TEXAS
REGISTERED
JEFFREY G. PUIG
5961
PROFESSIONAL
LAND SURVEYOR

CEC
CIVIL ENGINEERING CONSULTANTS
9652 McPherson Road, Ste. 700
Laredo, Texas, 78045
TEL: 956-729-7844 FAX: 956-729-7854
TBPE # F-2214 TBPS # 100410-00

SURVEY OF A 4.24 ACRE TRACT

OUT OF A CALLED 209.119 ACRE TRACT CONVEYED TO VIMOSA II, AS TRACT I, RECORDED IN VOLUME 1073, PAGE 567, DEED RECORDS OF WEBB COUNTY, TEXAS

FILENAME: NEWCO COMMERCIAL PLAT-EXHIBIT.dwg	
STATUS: FINAL	DRAWN BY: R.G.
CHECKED BY: E.L.O.	APPROVED BY: J.G.P.
DATE: 12/15/18	REVISED DATE: ---
PROJECT NO.: E0602200	

1
SHEET
1 OF 1

Exhibit A

CEC
CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

LEGAL DESCRIPTION OF 4.24 ACRE TRACT

A 4.24 acre tract, out of a called 209.119 acre tract conveyed to Vimosa II as Tract 1, recorded in Volume 1073, Page 567, Deed Records of Webb County, Texas, situated in Porcion 36, Laureano Salinas original grantee, Abstract 473, City of Laredo, Webb County, Texas; this 4.24 acre tract being more particularly described as follows:

COMMENCING at a found 1/2" iron rod on the western boundary line of Lot 1-A of Newco Commercial Replat, recorded in Volume 30, Page 9, Plat Records of Webb County, Texas, and eastern right of way line of U.S. Highway 83; Thence, **South 05° 17' 41" West**, along said western boundary line and eastern right-of-way line for a distance of **418.97 feet** to a set 1/2" iron rod for the southwestern corner of Lot 2-A of said Newco Commercial Replat, being a point on said eastern right-of-way line of U.S. Highway 83, and being the northwest corner and **POINT OF BEGINNING** of this tract hereof;

THENCE, **South 84° 42' 19" East**, along the southern boundary line of said Lot 2-A for a distance of **200.00 feet** to a set 1/2" iron rod for the southeast corner of said Lot 2-A, being an interior corner and point of deflection to the left hereof;

THENCE, **North 05° 17' 41" East**, along the eastern boundary line of said Lot 2-A for a distance of **49.00 feet** to a set 1/2" iron rod for the southwest corner of Lot 3 of Newco Commercial Plat, recorded in Volume 24, Page 5, Plat Records of Webb County, Texas, being the most northern corner and point of deflection to the right hereof;

THENCE, **South 84° 42' 19" East**, along the southern boundary line of said Lot 3 for a distance of **41.00 feet** to a set 1/2" iron rod on said southern boundary line of said Lot 3, being the northeast corner and point of deflection to the right hereof;

THENCE, **South 05° 17' 41" West**, for a distance of **226.73 feet** to a non-tangent point of a curve to the left hereof

THENCE, along said curve with a radius of **480.00 feet**, an arch length of **109.13 feet**, a chord bearing of **South 04° 55' 04" East**, and a chord distance of **108.90 feet** to a tangent point of a curve to the right hereof;

THENCE, along said curve with a radius of **820.00 feet**, an arch length of **239.38 feet**, a chord bearing of **South 03° 04' 06" East**, and a chord distance of **238.53 feet** to a tangent point of said curve hereof;

THENCE, **South 05° 17' 41" West**, for a distance of **7.80 feet** to a tangent point of a curve to the left hereof

THENCE, along said curve with a radius of **40.00 feet**, an arch length of **39.75 feet**, a chord bearing of **South 23° 10' 39" East**, and a chord distance of **38.14 feet** to a tangent point of said curve hereof;

THENCE, along said curve with a radius of **70.00 feet**, an arch length of **139.14 feet**, a chord bearing of **South 05° 17' 41" West**, and a chord distance of **117.34 feet** to a tangent point of said curve hereof;

THENCE, along said curve with a radius of **40.00 feet**, an arch length of **39.75 feet**, a chord bearing of **North 33° 46' 00" East**, and a chord distance of **38.14 feet** to a tangent point of said curve hereof;

THENCE, **North 84° 24' 19" West**, for a distance of **40.00 feet** to a tangent point of a curve to the right hereof;

THENCE, along said curve with a radius of **40.00 feet**, an arch length of **39.75 feet**, a chord bearing of **North 23° 10' 39" West**, and a chord distance of **38.14 feet** to a tangent point of said curve hereof;

THENCE, along said curve with a radius of **70.00 feet**, an arch length of **25.32 feet**, a chord bearing of **North 41° 17' 18" West**, and a chord distance of **25.18 feet** to a tangent point of said curve hereof;

THENCE, along said curve with a radius of **40.00 feet**, an arch length of **37.54 feet**, a chord bearing of **North 57° 48' 58" West**, and a chord distance of **36.18 feet** to a tangent point of said curve hereof;

THENCE, **North 84° 42' 19" West**, for a distance of **186.26** feet to a set 1/2" iron on the western boundary line of said 29.78 acre tract and eastern right-of-way line of U.S. Highway 83, being the southwest corner and point of deflection to the right hereof;

THENCE, **North 05° 17' 41" East**, along the western boundary line of said 29.78 acre tract and eastern right-of-way line of said U.S. Highway 83 for a distance of **645.90 feet** to the **POINT OF BEGINNING**, and containing 4.24 acres, more or less.

STATE OF TEXAS
REGISTERED
JEFFREY G. PUIG
5961
PROFESSIONAL
LAND SURVEYOR

12/15/2018

9652 MCPHERSON ROAD, SUITE 700 | LAREDO, TEXAS 78045 | (956) 729-7844 | FAX: (956) 729-7854
TEXAS FIRM REGISTRATION NUMBERS: ENGINEERING F-2214 | SURVEY 10041000 | WWW.CECTEXAS.COM

City Council-Regular **3.**

Meeting Date: 03/18/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Francisco & Antonia Cervantes, Owners/Applicants and David E. Garcia, Representative

Prior Action: None.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Fiesta Subdivision, located at 101 Alta Mar Dr., from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Planning and Zoning recommends **approval** of the proposed Zone Change and **staff does not support** the application.

ZC-14-2019
District II

BACKGROUND:

Council District: II - The Honorable Vidal Rodriguez

Proposed use: Parking for Commercial Vehicles - (temporary parking for Cervantes Truck Center across Larga Vista Rd. east of the property).

Site: The property is currently being use as temporary parking for Cervantes Truck Center (across Larga Vista Rd. East of the property).

Surrounding land uses: To the north of the property, abutting the property there is single family residences. East of the property, across Larga Vista Dr., are more single family residences and Cervantes Truck Center. South of the property, across State Hwy. 359, is Lamar business and vacant undeveloped land. West of the property there is a commercial plaza (eight suites) and an Ice Machine Station.

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

Transportation Plan: The Long Range Thoroughfare Plan recognizes State Highway 359 as an Expressway. The plan does not recognize Alta Mar Dr., west of the

property or Larga Vista Dr., east of the property.

Letters sent to surrounding property owners: 35
In Favor: 1
Opposed: 0

STAFF COMMENTS:

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

1. The proposed B-4 District is not in conformance with the Comprehensive Plan's designation of this area as Neighborhood Mixed Use (Zoning Group includes all zoning districts except M-1, M-2, B-4, AH, AN, FH, OG and FiH).
2. The proposed district is not compatible with the commercial uses located along this section of State Highway 359 (mostly light commercial).
3. There is an established residential neighborhood located within proximity of this site (north and east of the property) that could be adversely affected by the permitted uses in the proposed B-4 district (traffic, noise, etc)

Staff also notes that the proposed location meets the B-4 district location and lot size. **A CUP for a Commercial Parking Lot for Trucks/Heavy Equipment, could be considered instead.**

P&Z RECOMMENDATION:

Planning and Zoning Commission in a 4 to 1 vote, recommends approval of the proposed zone change.

STAFF RECOMMENDATION:

Staff **does not support** the proposed zone change.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
Yes, this area is primarily light commercial and has no similar uses north of State Highway 359.

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

Yes, There is no B-4 district within the area and the abutting property to the north is zoned R-1A (Single Family Reduced Area District).

Will change adversely influence living conditions in the neighborhood?
Yes, this zone change is likely to introduce more traffic and noise into the neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
No, the existing B-3 (Community Business District) does allow for commercial uses, to include commercial parking lot for cars.

*** Uses allowed in a B-4 District include but are not limited to the following:**

- Bar, Night Club, Cantina, and Saloon
- Alcoholic Rehabilitation Facility
- Alcoholic Beverage Storage and Distribution
- Heavy Machinery Sales/Display (Outdoor)
- Commercial Parking Lot (Trucks/Heavy Equipment)
- Major Appliances Sales (Outdoor)
- Auto Impound Yard (Public/Private)
- Waste Recycle Collection

Refer to the attached Section 24.83 Permitted Uses for a list of allowed uses in B-4 Zoning District.

Attachments

Ordinance 2019-O-
B-4 Zoning Permitted Uses
Dim. Standards -B-4 Zoning
Color Maps-ZC-14-2019
Color Pictures-ZC-14-2019

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, FIESTA SUBDIVISION, LOCATED AT 101 ALTA MAR DRIVE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 1, Fiesta Subdivision, located at 101 Alta Mar Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 17, 2019; 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 March 18, 2019, 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; 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 rezoning Lot 1, Block 1, Fiesta Subdivision, located at 101 Alta Mar Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

B-4 Zoning

Greenhouse (Non-Retail/Hobby)

Greenhouse (Retail)

Plant Nursery (Retail Sales)

Single Family Detached

Single Family Zero Lot Line

Single Family Townhouse

Two Family (Duplex)

Three Family (Triplex)

Four Family (Quadruplex)

Multi-Family

Condominiums

Townhouse

Garage Conversion

Accessory Building/Structure

Home Occupation "A"

Home Occupation "B"

Travel Trailer/RV Park (SUP)

Manufactured Housing Park (SUP)

Rooming/Boarding House

Fraternity/Sorority House

Registered Child-Care Home/Licensed Child Care Home

Servants Quarters

Emergency Ambulance Service

Post Office (Governmental)

Mailing Service (Private)

Electrical Transmission Line

Gas Transmission Line

Utility Distribution Line

Utility Shop and Storage

Sewage Pumping Station(Lift Station)

Water Booster Station

Elementary School, K thru 6 (Public & Private)

Middle School, 6 thru 9 (Public & Private)

High School, 9 thru 12 (Public & Private)

College (Community or Junior)

University (Four year)

Adult Day Care

Child Day Care (13 or more)

Orphanage

Community Center

Fraternal Organization or Social Club

Civic Club

Philanthropic Organization

Church/Sanctuary

Fellowship Halls

Church affiliated uses

Rectory/Parsonage

Monastery/Convent

Government Building

Police Station

Fire Station

Library

Political campaign headquarters

Credit Agency

Office (Brokerage Service)

Insurance Agency Offices

Real Estate Offices

Offices (Professional)

Medical Offices

Dental Offices

Financial Services (Advice/Invest)

Credit Unions

Check Cashing Agencies

B-4 Zoning

Automatic Teller Machines (ATM's)

Bed & Breakfast

Laundry/Dry Cleaning

Laundry/Dry Cleaning (Drop Off/Pick Up)

Laundry/Dry Cleaning (Self-Service)

Tailor Shop

Shoe Repair & Sales

Travel Agency

Beauty Shop (Non-College)

Barber Shop (Non-College)

Photo Studio

Kiosk (Providing A Service)

Child Development Center

Tool Rental (Indoor Storage)

Appliance Repair

Communication Equipment Repair

Locksmith

Karate School (Martial Arts)

Automobile Driving School

Dance/Drama/Music/ Schools

Artist Studio

Mini - Storage/Warehouse

Diet Clinic

Pharmacies and Drug Stores

Health Spa

Hardware Store

Lawnmower Sales and/or Repair

Florist

Plant Nursery (Outside Storage)

Department Store

Variety Store

Convenience Store (Drive Through)

Drug Store

Auto Repair (minor repairs)

Fruit and/or Vegetable Store

Bakery (Retail)

Used Auto Supply Part Store(no on-site salvage)

Auto Supply Store (new parts)

Gasoline Service Station

Boat Dealer/Sales Only

Grocery Store

Meat Market & Butcher Shops

Artist Supply

Camera Shop

Apparel Stores

Furniture Sales (Indoor)

Major Appliances Sales (Indoor)

Restaurant (Serving Alcohol)

Restaurant

Restaurant (Drive-In)

Restaurant (Kiosk)

Private Club (Alcohol Served)

Bait and/or Tackle Shop

Bike Sales and/or Repair

Handicraft Shop

Needlework Shop

Florist

Art Dealer

Retail Store (Miscellaneous)

Bookstores/Stationary Stores

Soda Fountain & Ice Cream Parlors

Taxi Stand

Auto Wrecker Service (Gas station)

B-4 Zoning

Minor Repair Garage

Collection Container

Contractor's On-Site Construction Office

Fishing Pier

Health Club (Physical Fitness)

Amusement Devices/Arcade

Museum /Other than wax

Art Gallery

Membership Sports

Recreational Club (Members Only)

Swimming Pool (Public)

Day Camp

Park and/or Playground (Public)

Special Events (Temporary)

Park or Playground (Private)

Hay, Grain and/or Feed Sales

Veterinarian (Indoor Animal Confinement)

College Dormitory (On Campus) (Overlay Zone)

Water Supply Facility (Public)

Water Supply Facility (Private)

Beauty College/School

School, Vocational/Technical Education

Trade School, (Private or Public)

Business School (Private or Public)

Bank

Savings and Loans

Hotel/Motel

Funeral Home

Nationalization/"Nacionalizacion" of Vehicles Enterprise (SUP)

Building Material Sales

Confectionery Store (Retail)

Auto Dealer (Primarily New/Used)

Auto Dealer (Primarily Used)

Motorcycle Dealer

All Terrain Vehicle Dealer/Sales Only

Drapery Shop

Upholstery Shop (Non-Auto)

Restaurant (Drive-Thru)

Alcohol Sales/Off-Premise Consumption

Antique Shop

Heavy Machinery Sales/Display (Inside)

Pawn Shop

Gravestone/Tombstone Sales

Pet Shop

Portable Building leasing/storage

Portable Chemical Toilet leasing/storage

Video Sales and Rental

Imported Crafts (Retail Sale)

Commercial Parking Lot (Cars)

Auto Tire Repair

Tire Sales (Indoors)

Auto Glass Repair/Tenting

Auto Repair as Associated use to Retail Sales

Car Wash (Self-Service)

Commercial Car Wash (Detail hop)

Quick Lube/Oil Change

Vehicle Wash (Private)

State Vehicle Inspection

Apparel, Piece Goods, and Notions

Bakery - Wholesale

Oil and/or Gas Extraction (SUP)

Parking Areas for

B-4 Zoning

Vehicles/Trailers/R.V's

Motion Picture Theater (Indoor)

Motion Picture Theater (Outdoor)

Theater (Non-Motion Picture)

Amusement Services (Indoors)

Children's Amusement Services (Outdoors)

Bowling Center

Billiard Parlor (Three or more tables)

Dinner Theatre

Skating Rink

Golf Course (Public/Private)

Orchard

Plant Nursery (Growing)

Farms, General (Crops & Live Stock)

Farms, General (Livestock/Ranch)

Bulk Grain and/or Feed Storage

Veterinarian (Outdoor Animal Confinement)

Stables (Private, Principle Use)

Stables (Private, Accessory Use)

Stables (Commercial)

Nursing/Convalescent Home

Hospice

Hospital

Psychiatric Hospital

Psychiatric Care Home

Alcoholic Rehabilitation Facility

Alcoholic Care Home

Drug Rehabilitation Facility

Drug Care Home

Emergency Care Clinic(Outpatient)

International Bridge Facility

Jail (Criminal Detention)

Half-Way House (Criminal)

Tool Rental (Outdoor Storage)

Auction (Indoors)

Truck/Heavy Equip. Driving School

Recreational Vehicle Dealer/Sales Only

Mobile Home Dealer /Sales Only

Furniture Sales (Outdoor)

Major Appliances Sales (Outdoor)

Consignment Shop

Heavy Machinery Sales/Display (Inside)

Heavy Machinery Sales/Display (Outdoor)

Used Merchandise; Furniture

Railroad Right-of-Way

Passenger Terminal

Limousine Service

Bus Charter Service

Truck/Trailer Rental

Auto Wrecker Service

Auto Impound Yard (Public/Private)

Inoperable Vehicle Holding Yard

Auto Auction

Truck Stop (Including Gas Sales)

Transit Maintenance/Equipment Facility

Public Scales

Private Scales

Commercial Parking Lot (Trucks/Heavy Equip.)

Recreational Vehicle Parking Lot

Auto Interior Shop

Auto Body Repair

Auto Paint Shop

B-4 Zoning

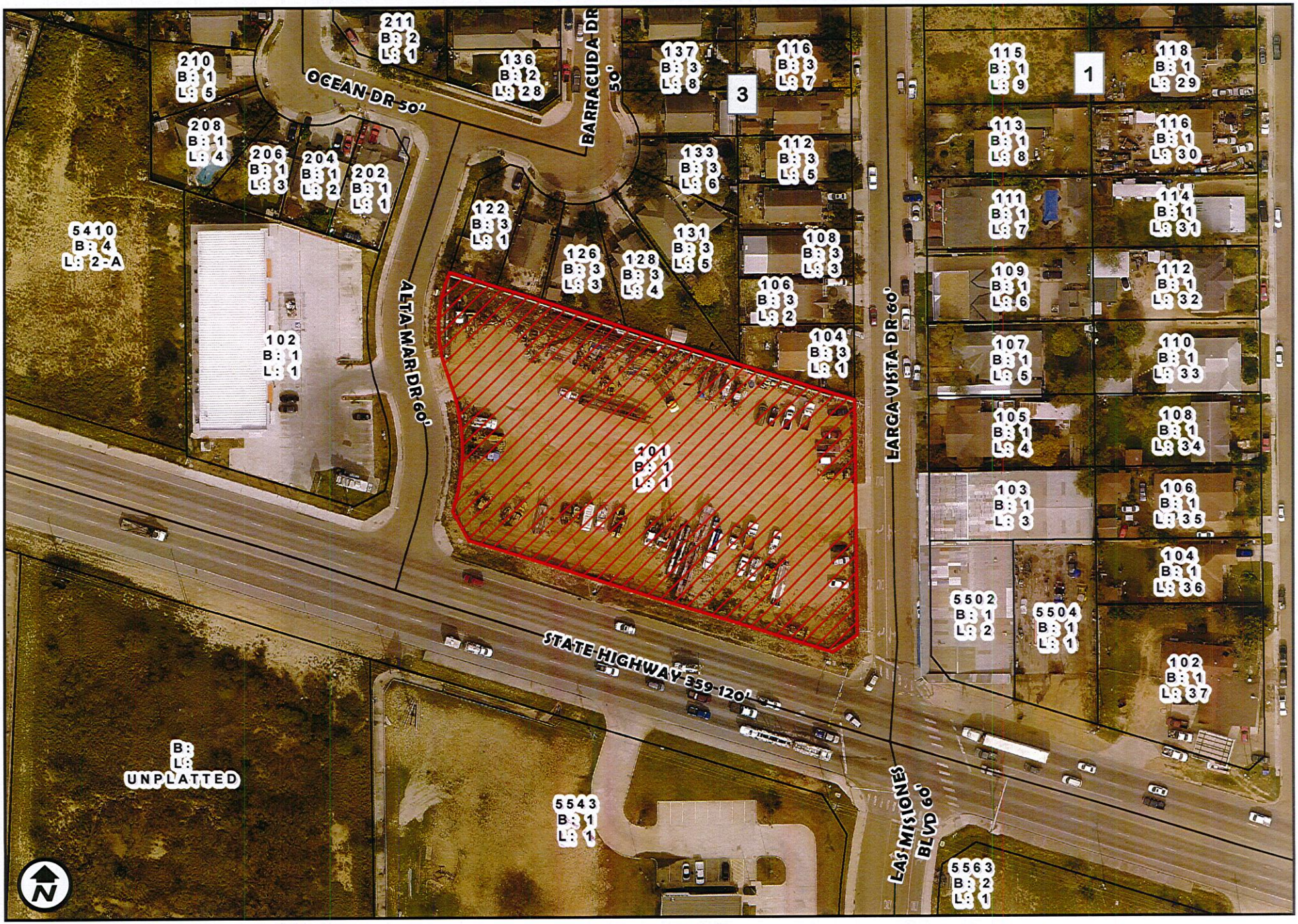
Auto Muffler Shop	Boat Rental, Repair and/or Service
Auto Repair (General)	Shooting Range - Indoor
Truck/Heavy Equipment/Recreational Veh. Repair	Bar, Night Club, Cantina, and Saloon
Boat Repair and/or Storage	Exhibition Hall
Motorcycle Repair (General)	Museum/Wax Museum
Vehicle Maintenance (Private)	Stadium
Automobile Sales - Wholesale	Fairground
Scrap/Waste Recycle Collection	Zoo
Paper and/or Paper Products (Wholesales)	Horse Racing Facility/Training
Drug, Drug Proprietaries,	Race Track Operation
Groceries/Related Products	Amusement Redemption Machine Establishment
Petroleum Sales (Wholesales)	Bingo Parlor
Alcoholic Beverage Storage and Distribution	Carnival
Mineral Extraction (SUP)	Bar, Night Club, Cantina, and Saloon
Sand/Gravel Sales, Storage & Extraction (SUP)	Exhibition Hall
Contractor's On-Site Construction Office	Museum/Wax Museum
Contractor's Office/Sales	Stadium
Contractor's Shop	Fairground
Snack Bars and Vending Machines	Zoo
Sanitary Sewage Pump-out Facilities	Horse Racing Facility/Training
Open Boat and/or R.V. Dry Storage	Race Track Operation

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

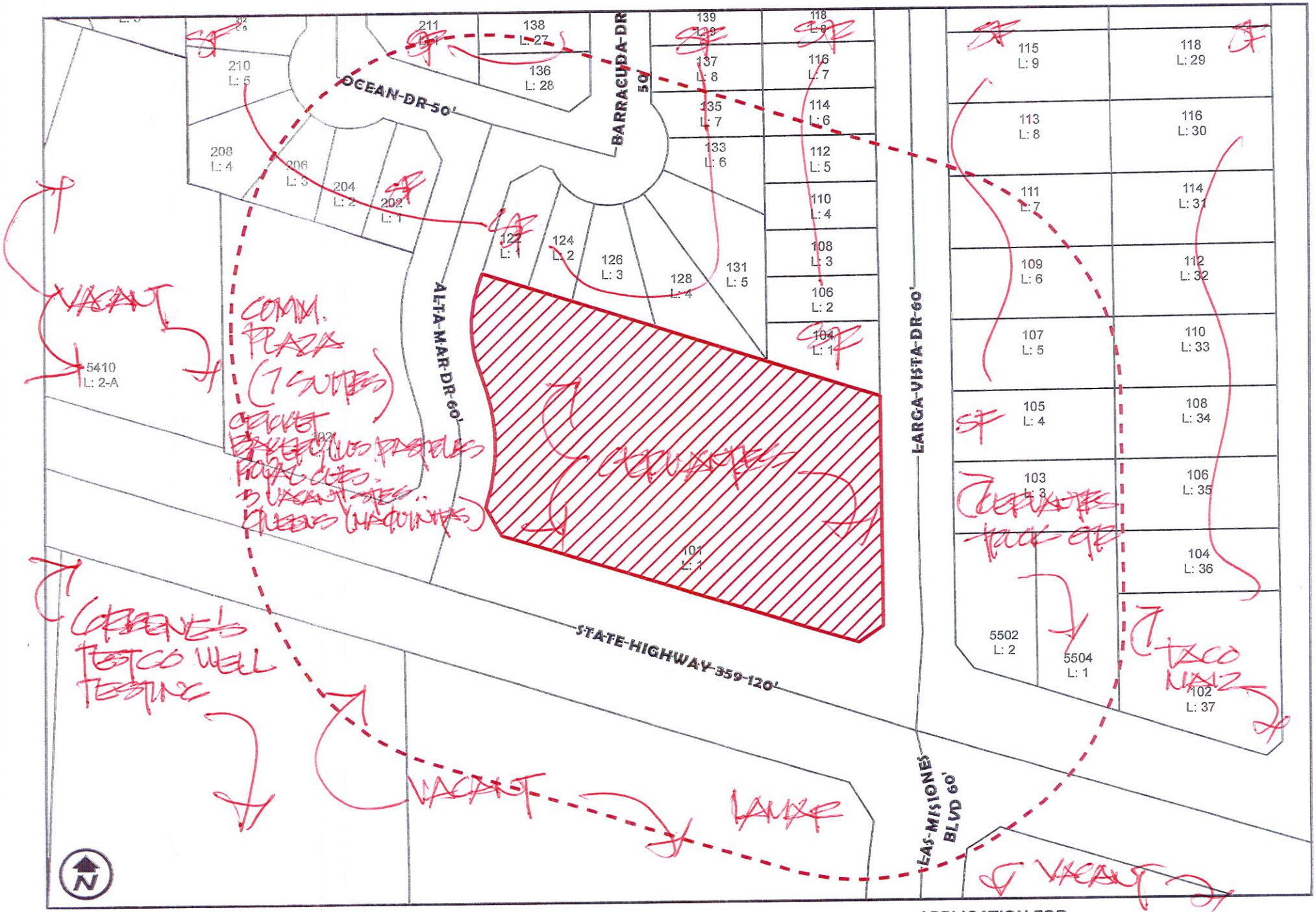
a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

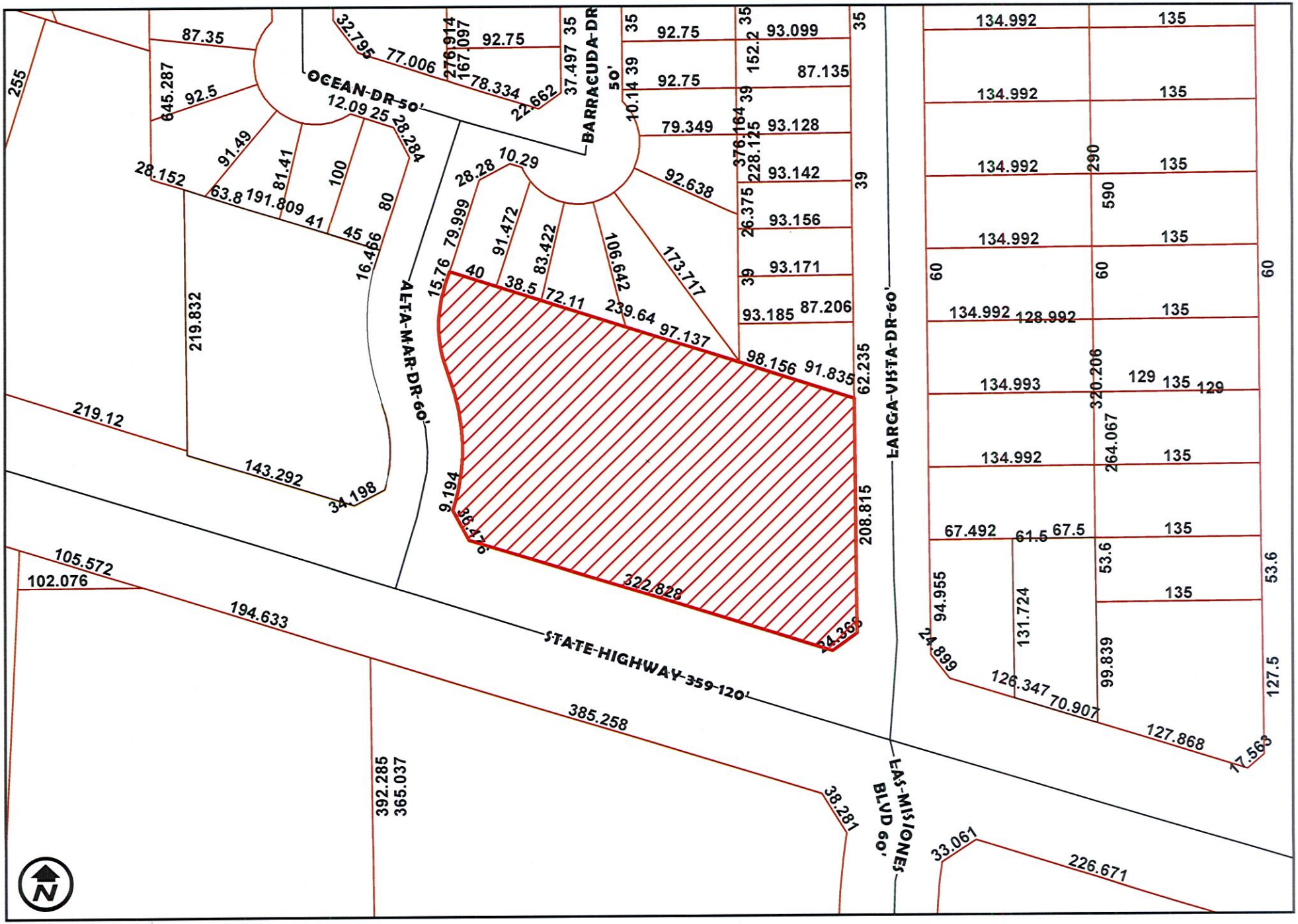


AERIAL MAP
1 inch = 100 feet

ZC-14-2019
COUNCIL DISTRICT 2
101 ALTA MAR DR

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

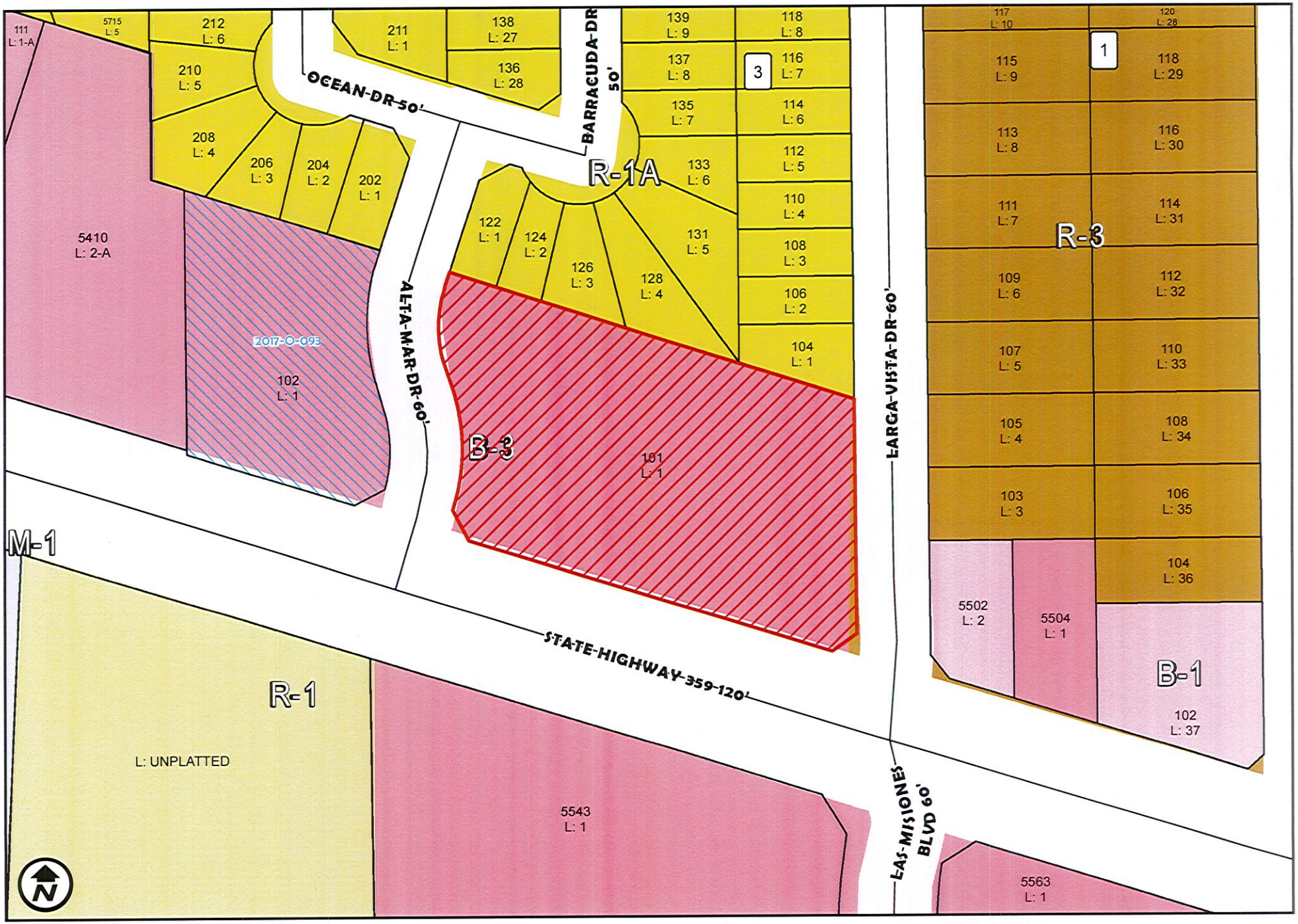

OCEAN-DR-50'
BARRACUDA-DR 50'
ALTA-MAR-DR-60'
LARGA-VISTA-DR-60'
STATE-HIGHWAY-359-120'
LAS-MISIONES BLVD 60'
210 L: 5
211 L: 1
138 L: 27
136 L: 28
208 L: 4
206 L: 3
204 L: 2
202 L: 1
122 L: 1
124 L: 2
126 L: 3
128 L: 4
131 L: 5
133 L: 6
135 L: 7
137 L: 8
139 L: 9
118 L: 8
116 L: 7
114 L: 6
112 L: 5
110 L: 4
108 L: 3
106 L: 2
104 L: 1
101 L: 1
5410 L: 2-A
115 L: 9
113 L: 8
111 L: 7
109 L: 6
107 L: 5
105 L: 4
103 L: 3
118 L: 29
116 L: 30
114 L: 31
112 L: 32
110 L: 33
108 L: 34
106 L: 35
104 L: 36
102 L: 37
5502 L: 2
5504 L: 1
VACANT
COMM. PLAZA (7 SUITES)
VACANT
VACANT
VACANT



DIMENSIONS MAP
1 inch = 100 feet

ZC-14-2019
COUNCIL DISTRICT 2
101 ALTA MAR DR

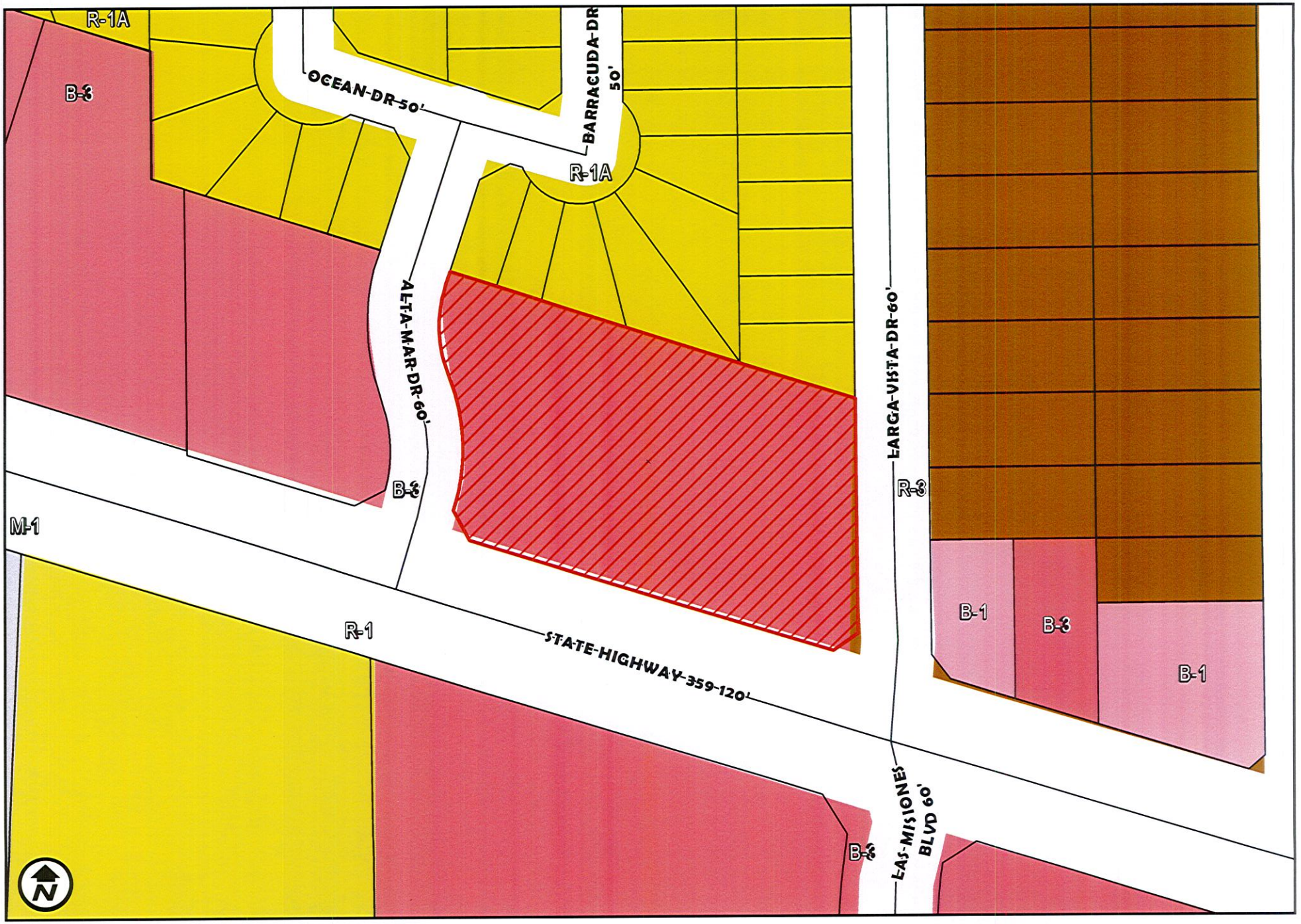
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING MAP
1 inch = 100 feet

ZC-14-2019
COUNCIL DISTRICT 2
101 ALTA MAR DR

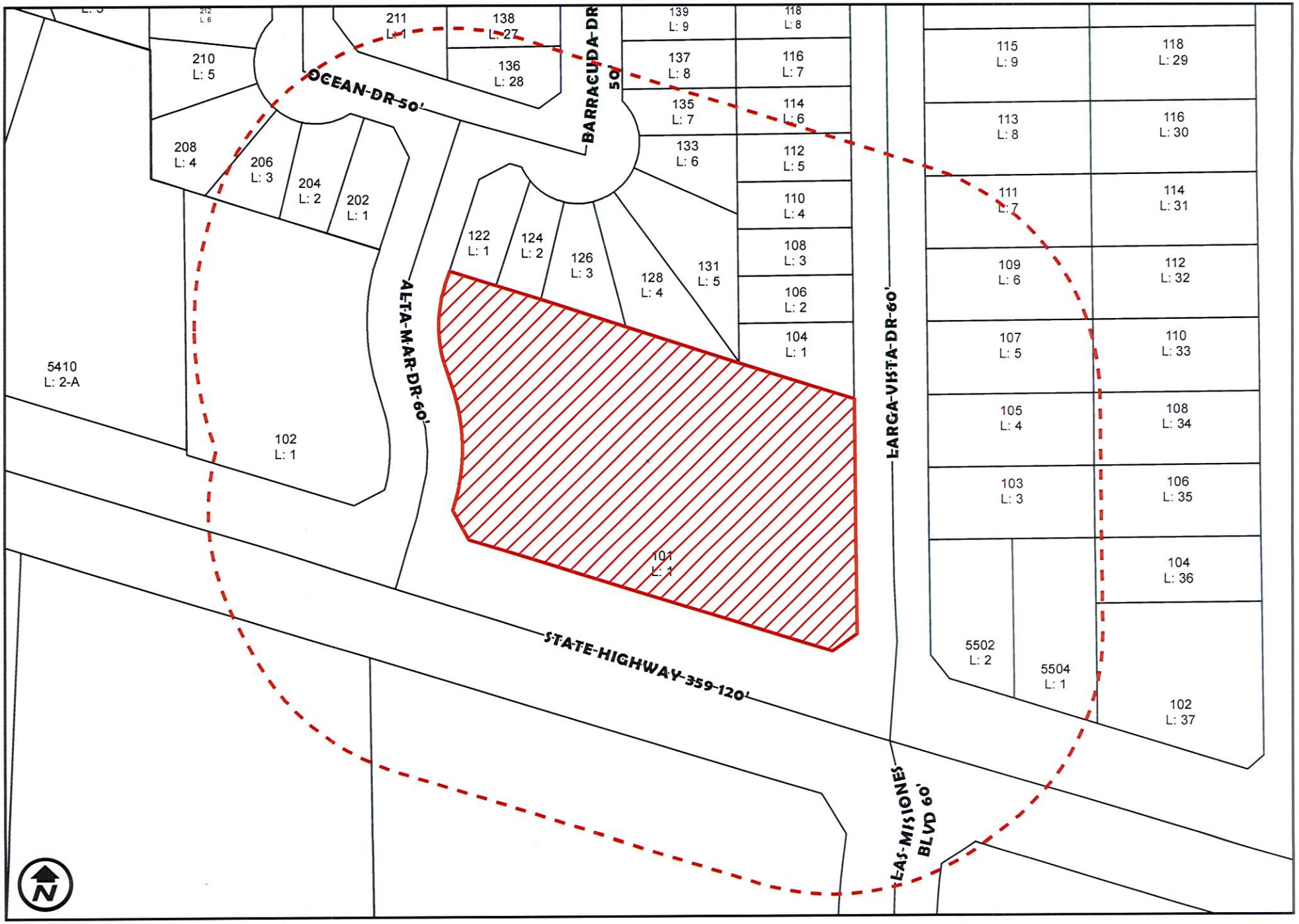
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING OVERVIEW
1 inch = 100 feet

ZC-14-2019
COUNCIL DISTRICT 2
101 ALTA MAR DR

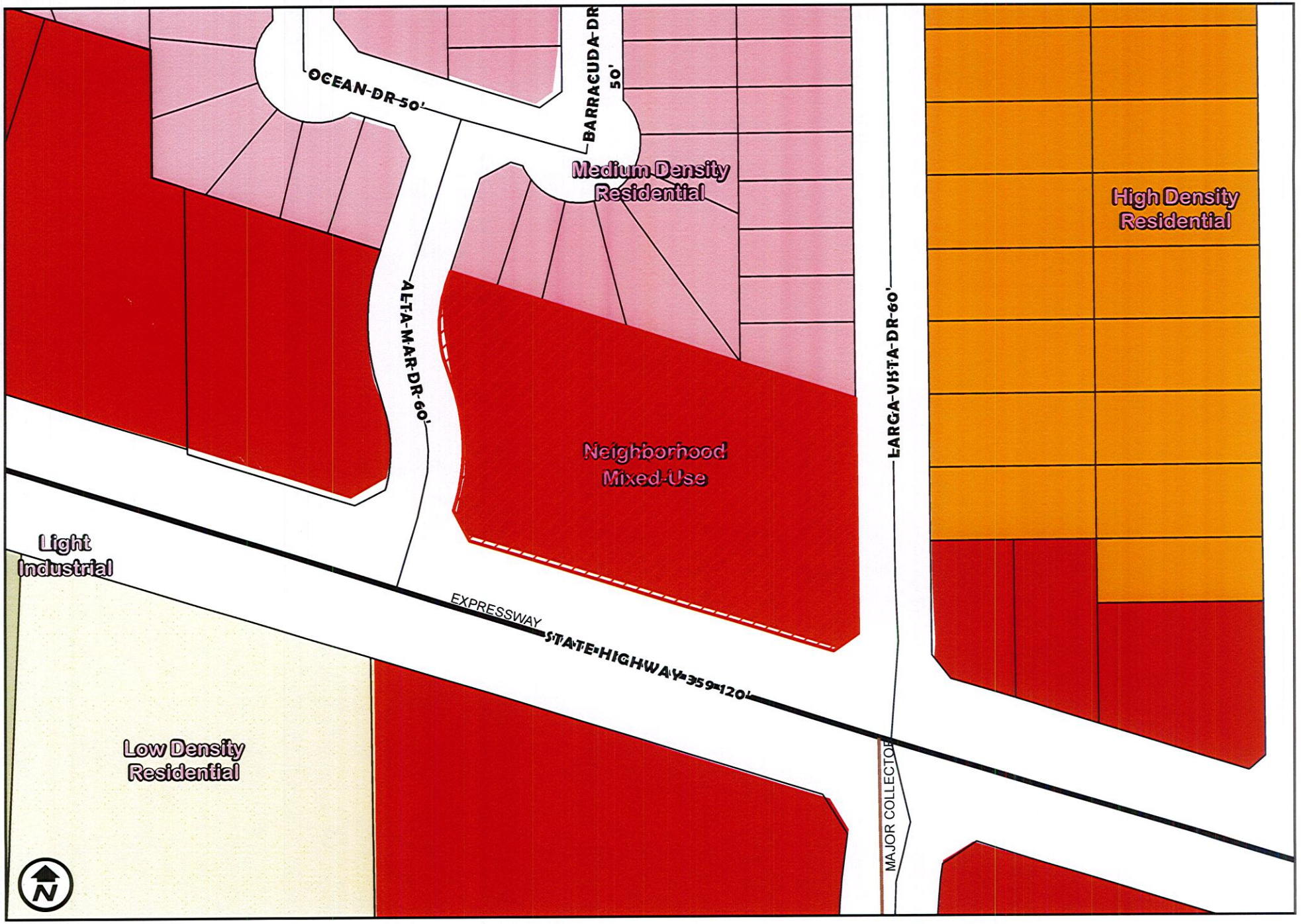
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)



200' NOTIFICATION
1 inch = 100 feet

ZC-14-2019
COUNCIL DISTRICT 2
101 ALTA MAR DR

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

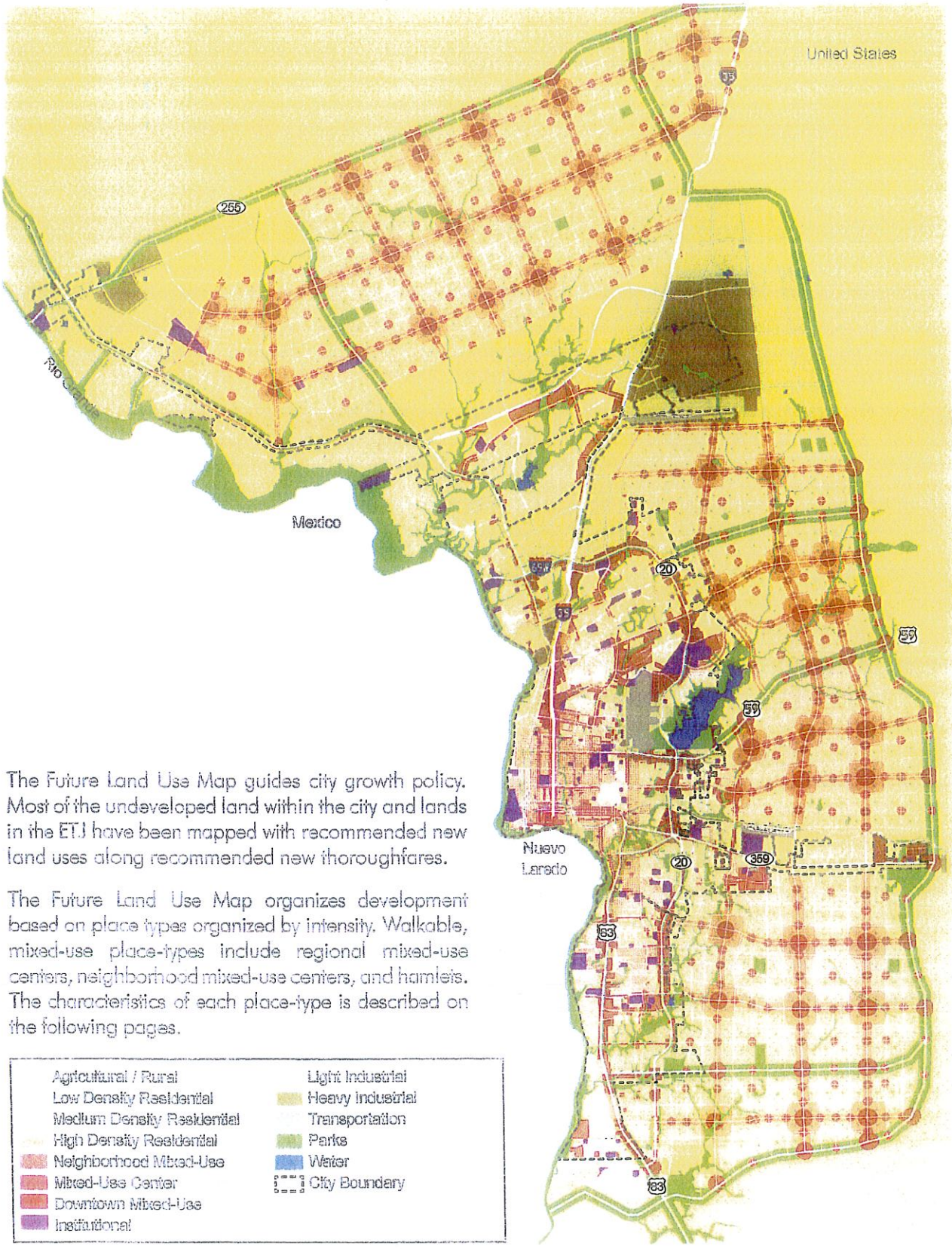


FUTURE LANDUSE MAP
1 inch = 100 feet

ZC-14-2019
COUNCIL DISTRICT 2
101 ALTA MAR DR

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

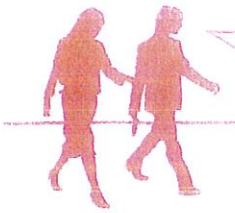
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.

Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

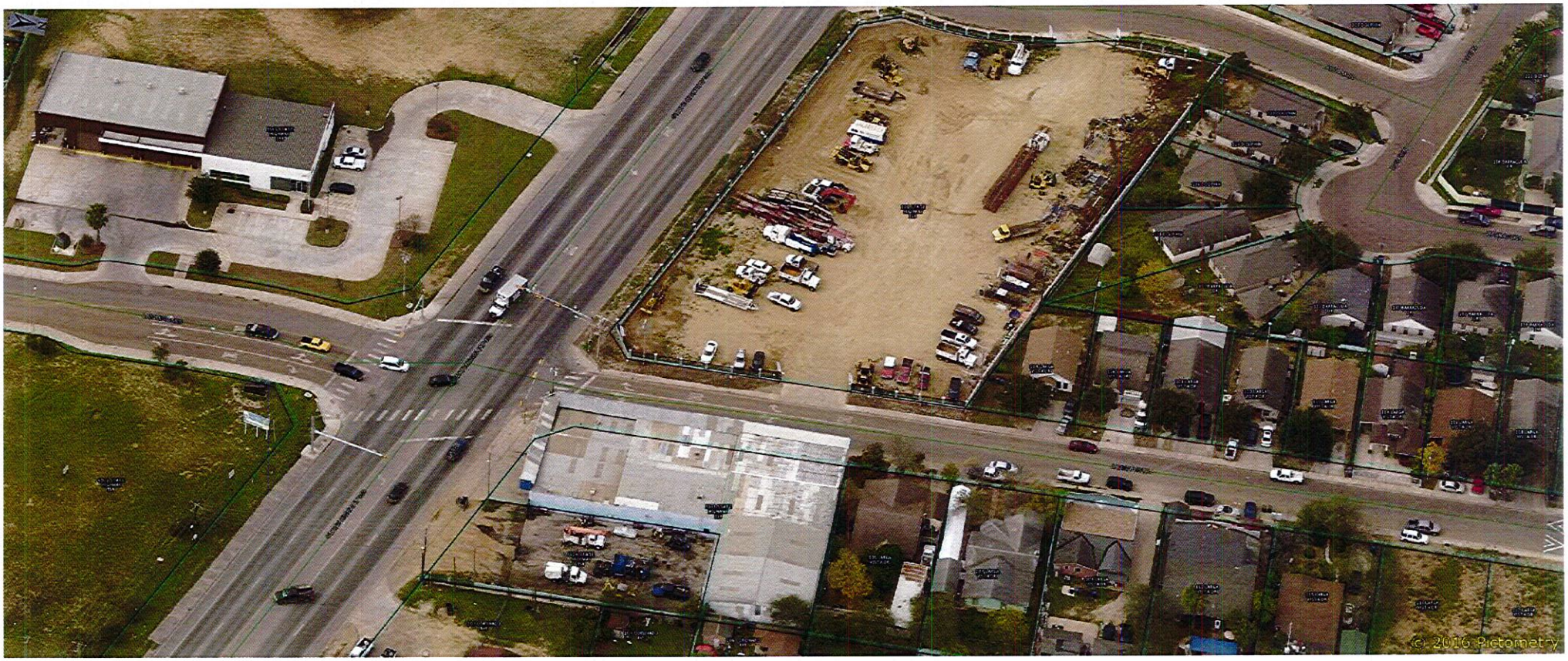
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-14-2019
101 Alta Mar Dr.
B-3 to B-4

101 Alta Mar Drive.



12/29/2016

101 Alta Mar Drive

12/30/2016

ZC-14-2019
101 Alta Mar Dr.
B-3 to B-4

ZC-14-2019
101 Alta Mar Dr.
B-3 to B-4

ZC-14-2019
101 Alta Mar Dr.
B-3 to B-4

ZC-14-2019
101 Alta Mar Dr.
B-3 to B-4

ZC-14-2019
101 Alta Mar Dr.
B-3 to B-4

ZC-14-2019
101 Alta Mar Dr.
B-3 to B-4

City Council-Regular **4.**

Meeting Date: 03/18/2019
Staff Source: Rosario Cabello, Co-Interim City Manager
Staff Source: Alejandrina Sanchez, Planner
Initiated by: Laura Mendoza, Owner/Applicant and Jesus Cantu, Representative
Prior Action: None.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 7 & 8, Block 817, Eastern Division, located at 1520 Cortez St., from R-3 (Mixed Residential District) to B-3 (Community Business District); providing for publication and effective date.

Planning & Zoning Commission recommended **denial** of the zone change and Staff **does not support** the application. The applicant has since exercised the right to **appeal this decision directly to City Council.**

ZC-15-2019
District III

BACKGROUND:

Council District: III – The Honorable Mercurio Martinez, Jr.

Proposed use: commercial. (Staff requested the applicant provide a specific use for this request, however the applicant has not yet identified a proposed specific use).

Site: The site is a vacant residential dwelling.

Surrounding land uses: North, of the property, there is Sunrise Convenience Store. East, west and south of the property there are single family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as High Density Residential.

Transportation Plan: The Long Range Thoroughfare identifies North Meadow Avenue as a Major Collector, east of the property. The plan does not identify Cortez St.

Letters sent to surrounding property owners: 20
In Favor: 0
Opposed: 2

STAFF COMMENTS:

Staff **does not support** the request for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan designation for this area as High Density Residential; that includes R-3, R-2, B-1R, B-1 and R-O.
2. The proposed request for a B-3 zoning, will introduce more intense uses than those allowed in an R-3 district. (Applicant did not provide any specific use for this request).

P&Z RECOMMENDATION:

The P & Z Commission, in a **5** to **0** vote, recommended **denial** of the zone change.

STAFF RECOMMENDATION:

Staff **does not support** the proposed zone change.

IMPACT ANALYSIS

B-3 (Community Business District): 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 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. By rezoning from R-3 to B-3 all B-3 uses would be allowed in addition to all those under the B-1 zoning district. Some of the active uses that could be allowed are:

- hotel/motel
- funeral home,
- building materials sales,
- auto dealer new/used,
- upholstery shop,
- restaurant (drive thru),
- heavy machinery sales/display (inside)
- machinery sales/display (inside),
- pawn shop,
- portable buildings leasing/storage,
- portable chemical toilet leasing/storage,
- commercial parking lot,
- auto tire repair,
- tire sales (indoors),
- auto glass repair/tinting,

- car wash (self-service),
- commercial car wash (detail shop),
- quick lube/oil change,
- bakery-wholesale,
- contractor's office/sales,
- parking areas for vehicles/trailers/RV's,
- amusement services (indoors),
- children's amusement services (outdoors),
- billiard parlor, etc.

Is this change contrary to the established land use pattern?
Yes, the established land use pattern in the area is a mostly residential uses, and some light commercial uses north and east of the property.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is a B-3 district that abuts the property to the north and another B-3 district across North Meadow Ave (east of the property).

Will change adversely influence living conditions in the neighborhood?
Yes, the proposed district may introduce more intense uses into the area, since there are adjacent residential uses along Cortez St.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
Yes, the current district only allows for residential uses, and the property owner wants to introduce a commercial use. Applicant did not provide any specific use for this request.

Attachments

Ordinance 2019-O-
B-3 Zoning
Dim. Standards B-3 Zoning
Color Maps-ZC-15-2019
Color Pictures-ZC-15-2019

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 7 & 8, BLOCK 817, EASTERN DIVISION, LOCATED AT 1520 CORTEZ ST., FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lots 7 & 8, Block 817, Eastern Division, located at 1520 Cortez St., from R-3 (Mixed Residential District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 17, 2019; 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 March 18, 2019, 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; 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 rezoning Lots 7 & 8, Block 817, Eastern Division, located at 1520 Cortez St., from R-3 (Mixed Residential District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

B-3 Zoning

B-1 & B-3 USES

Greenhouse (Non-Retail/Hobby)
Greenhouse (Retail)
Plant Nursery (Retail Sales)
Single Family Detached
Single Family Zero Lot Line
Single Family Townhouse
Two Family (Duplex)
Three Family (Triplex)
Four Family (Quadruplex)
Multi-Family
Condominiums
Townhouse
Garage Conversion
Accessory Building/Structure
Home Occupation "A"
Home Occupation "B"
Travel Trailer/RV Park (SUP)
Manufactured Housing Park (SUP)
Rooming/Boarding House
Fraternity/Sorority House
Registered Child-Care Home/Licensed Child Care Home
Servants Quarters
Emergency Ambulance Service
Post Office (Governmental)
Mailing Service (Private)
Electrical Transmission Line
Gas Transmission Line
Utility Distribution Line
Utility Shop and Storage
Sewage Pumping Station(Lift Station)
Water Booster Station
Elementary School, K thru 6 (Public & Private)
Middle School, 6 thru 9 (Public & Private)
High School, 9 thru 12 (Public & Private)
College (Community or Junior)
University (Four year)
Adult Day Care
Child Day Care (13 or more)
Orphanage
Community Center
Fraternal Organization or Social Club
Civic Club
Philanthropic Organization
Church/Sanctuary
Fellowship Halls
Church affiliated uses
Rectory/Parsonage
Monastery/Convent
Government Building
Police Station
Fire Station
Library
Political campaign headquarters
Credit Agency
Office (Brokerage Service)
Insurance Agency Offices
Real Estate Offices
Offices (Professional)
Medical Offices
Dental Offices
Financial Services (Advice/Invest)
Credit Unions
Check Cashing Agencies

B-3 Zoning

Automatic Teller Machines (ATM's)
Bed & Breakfast
Laundry/Dry Cleaning
Laundry/Dry Cleaning (Drop Off/Pick Up)
Laundry/Dry Cleaning (Self-Service)
Tailor Shop
Shoe Repair & Sales
Travel Agency
Beauty Shop (Non-College)
Barber Shop (Non-College)
Photo Studio
Kiosk (Providing A Service)
Child Development Center
Tool Rental (Indoor Storage)
Appliance Repair
Communication Equipment Repair
Locksmith
Karate School (Martial Arts)
Automobile Driving School
Dance/Drama/Music/ Schools
Artist Studio

Mini - Storage/Warehouse
Diet Clinic
Pharmacies and Drug Stores
Health Spa
Hardware Store
Lawnmower Sales and/or Repair
Florist
Plant Nursery (Outside Storage)
Department Store
Variety Store
Convenience Store (Drive Through)
Drug Store
Auto Repair (minor repairs)
Fruit and/or Vegetable Store
Bakery (Retail)
Used Auto Supply Part Store(no on-site salvage)
Auto Supply Store (new parts)
Gasoline Service Station
Boat Dealer/Sales Only
Grocery Store
Meat Market & Butcher Shops

Artist Supply
Camera Shop
Apparel Stores
Furniture Sales (Indoor)
Major Appliances Sales (Indoor)
Restaurant (Serving Alcohol)
Restaurant
Restaurant (Drive-In)
Restaurant (Kiosk)
Private Club (Alcohol Served)
Bait and/or Tackle Shop
Bike Sales and/or Repair
Handicraft Shop
Needlework Shop
Florist
Art Dealer
Retail Store (Miscellaneous)
Bookstores/Stationary Stores
Soda Fountain & Ice Cream Parlors
Taxi Stand
Auto Wrecker Service (Gas station)

B-3 Zoning

Minor Repair Garage

Collection Container

Contractor's On-Site Construction Office

Fishing Pier

Health Club (Physical Fitness)

Amusement Devices/Arcade

Museum /Other than wax

Art Gallery

Membership Sports

Recreational Club (Members Only)

Swimming Pool (Public)

Day Camp

Park and/or Playground (Public)

Special Events (Temporary)

Park or Playground (Private)

EXCLUSIVE B-3 USES

Hay, Grain and/or Feed Sales

Veterinarian (Indoor Animal Confinement)

College Dormitory (On Campus) (Overlay Zone)

Water Supply Facility (Public)

Water Supply Facility (Private)

Beauty College/School

School, Vocational/Technical Education

Trade School, (Private or Public)

Business School (Private or Public)

Bank

Savings and Loans

Hotel/Motel

Funeral Home

Nationalization/"Nacionalizacion" of Vehicles Enterprise (SUP)

Building Material Sales

Confectionery Store (Retail)

Auto Dealer (Primarily New/Used)

Auto Dealer (Primarily Used)

Motorcycle Dealer

All Terrain Vehicle Dealer/Sales Only

Drapery Shop

Upholstery Shop (Non-Auto)

Restaurant (Drive-Thru)

Alcohol Sales/Off-Premise Consumption

Antique Shop

Heavy Machinery Sales/Display (Inside)

Pawn Shop

Gravestone/Tombstone Sales

Pet Shop

Portable Building leasing/storage

Portable Chemical Toilet leasing/storage

Video Sales and Rental

Imported Crafts (Retail Sale)

Commercial Parking Lot (Cars)

Auto Tire Repair

Tire Sales (Indoors)

Auto Glass Repair/Tenting

Auto Repair as Associated use to Retail Sales

Car Wash (Self-Service)

Commercial Car Wash (Detail hop)

Quick Lube/Oil Change

Vehicle Wash (Private)

State Vehicle Inspection

Apparel, Piece Goods, and Notions

Bakery - Wholesale

Oil and/or Gas Extraction (SUP)

Parking Areas for

B-3 Zoning

Restrooms with Shower Facilities

Motion Picture Theater (Indoor)

Motion Picture Theater (Outdoor)

Theater (Non-Motion Picture)

Amusement Services (Indoors)

Children's Amusement Services (Outdoors)

Bowling Center

Billiard Parlor (Three or more tables)

Dinner Theatre

Skating Rink

Golf Course (Public/Private)

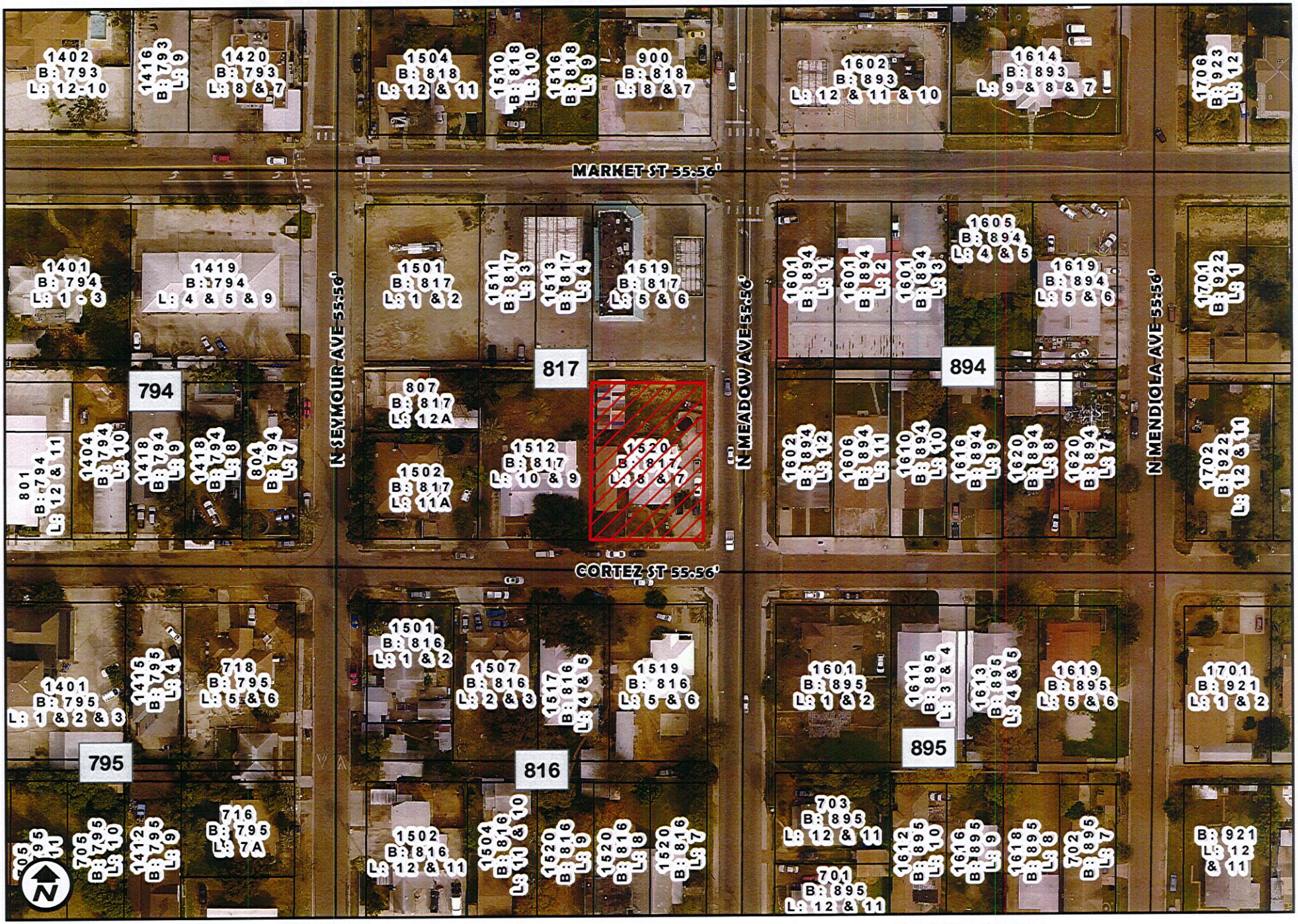
Vehicles/Trailers/R.V's

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.



AERIAL MAP
1 inch = 100 feet

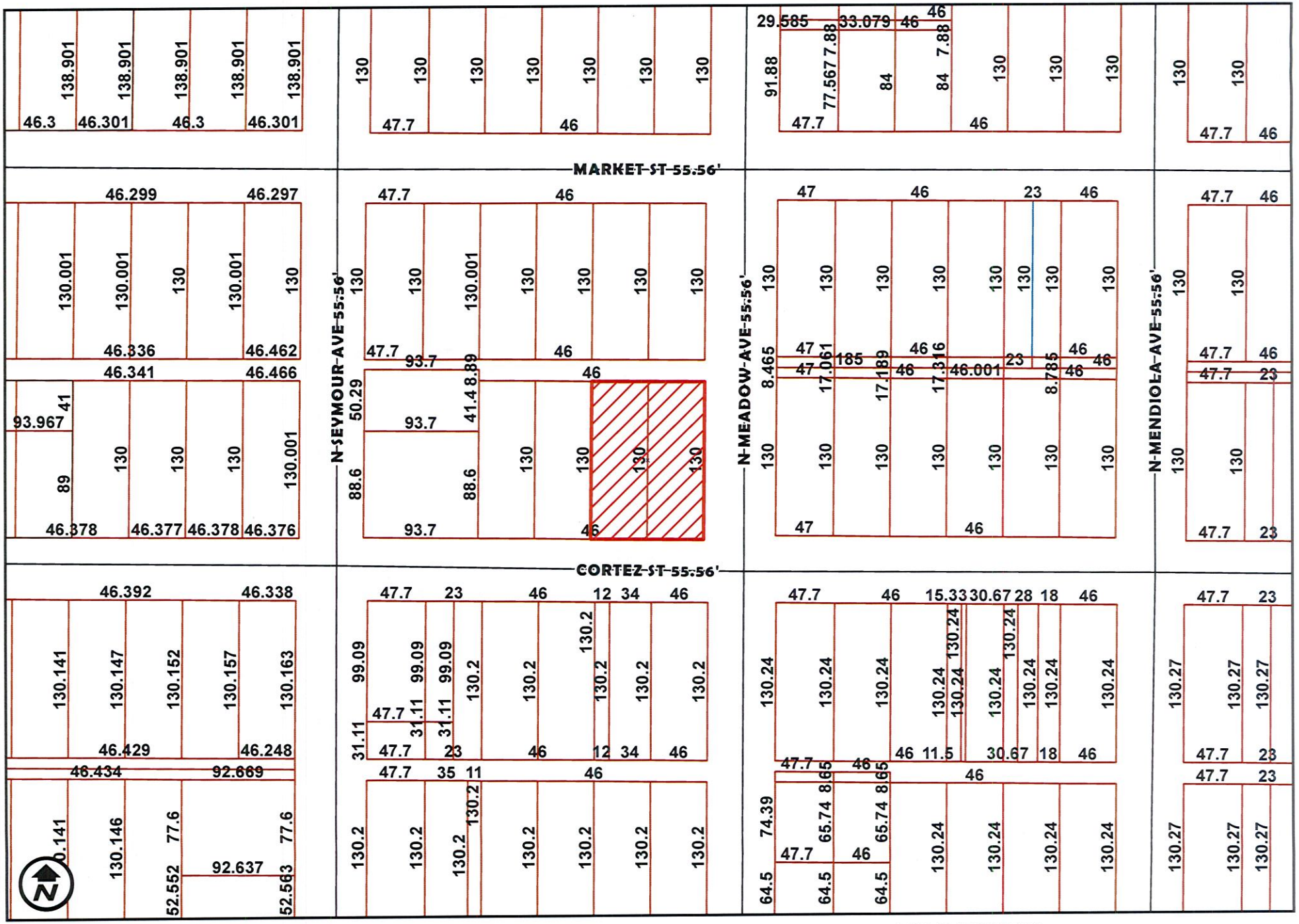
ZC-15-2019
COUNCIL DISTRICT 3
1520 CORTEZ ST

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

200' NOTIFICATION
1 inch = 75 feet

ZC-15-2019
COUNCIL DISTRICT 3
1520 CORTEZ ST

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)



DIMENSIONS MAP
1 inch = 100 feet

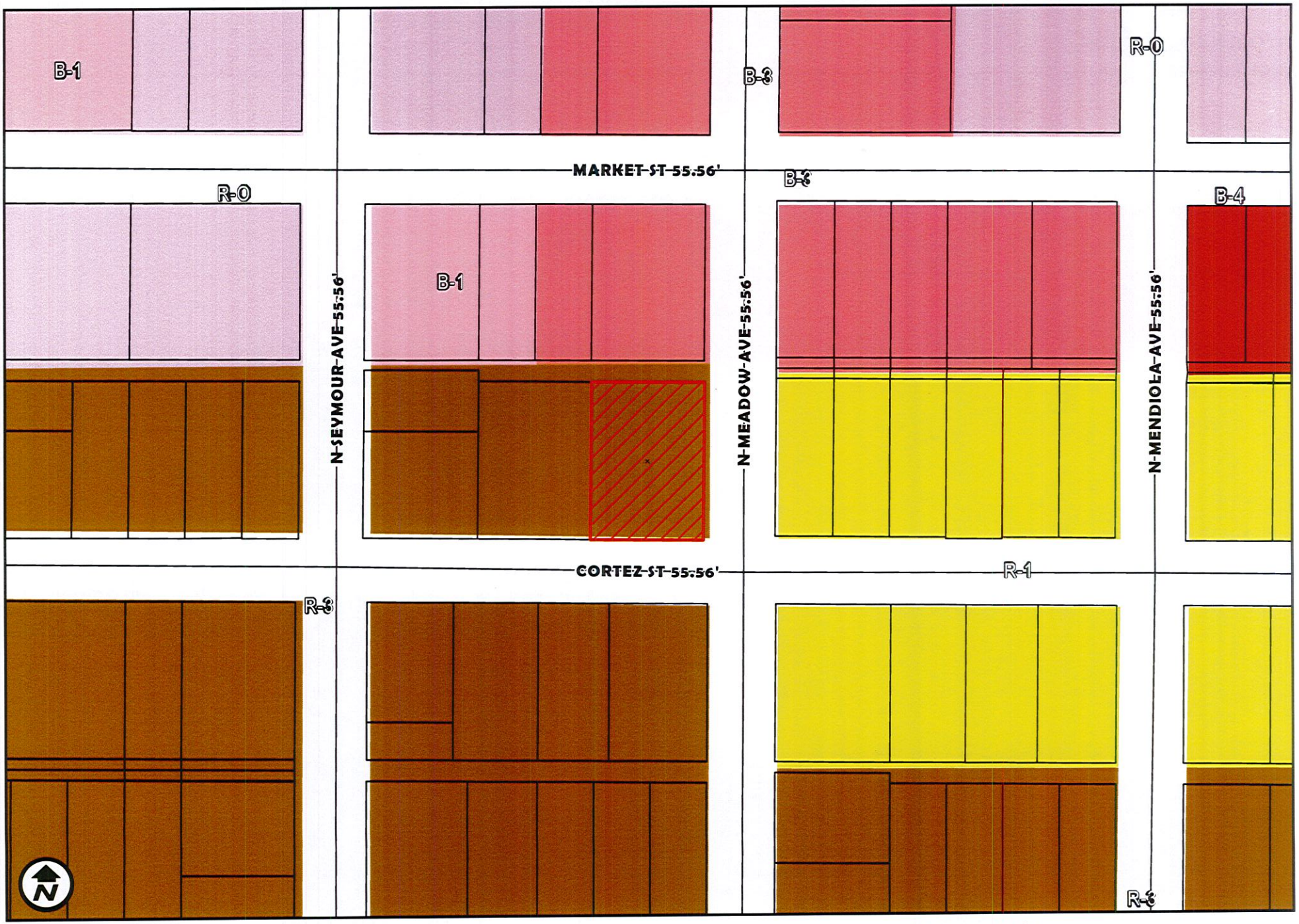
ZC-15-2019
COUNCIL DISTRICT 3
1520 CORTEZ ST

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

ZONING MAP
1 inch = 100 feet

ZC-15-2019
COUNCIL DISTRICT 3
1520 CORTEZ ST

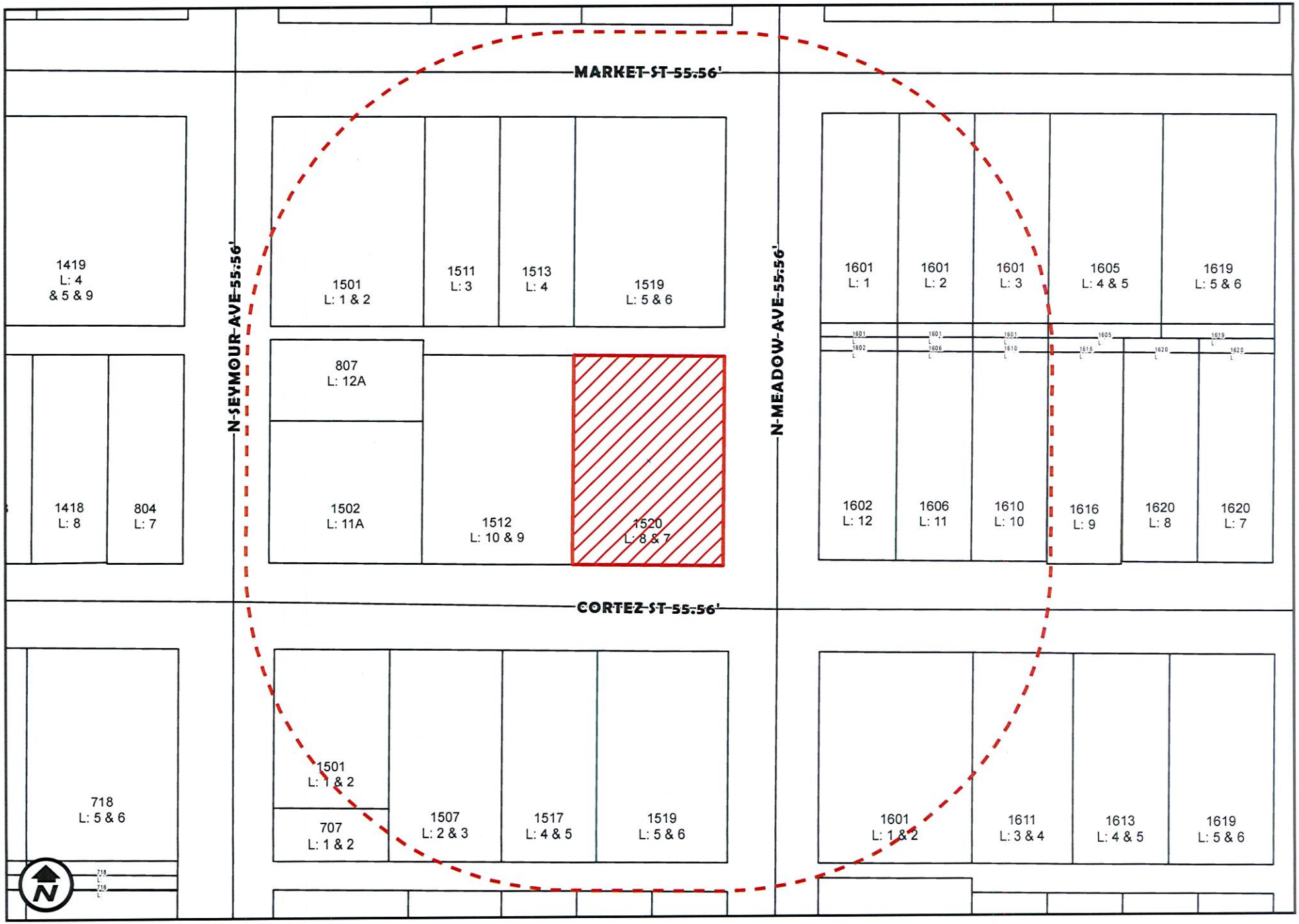
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)



ZONING OVERVIEW
1 inch = 100 feet

ZC-15-2019
COUNCIL DISTRICT 3
1520 CORTEZ ST

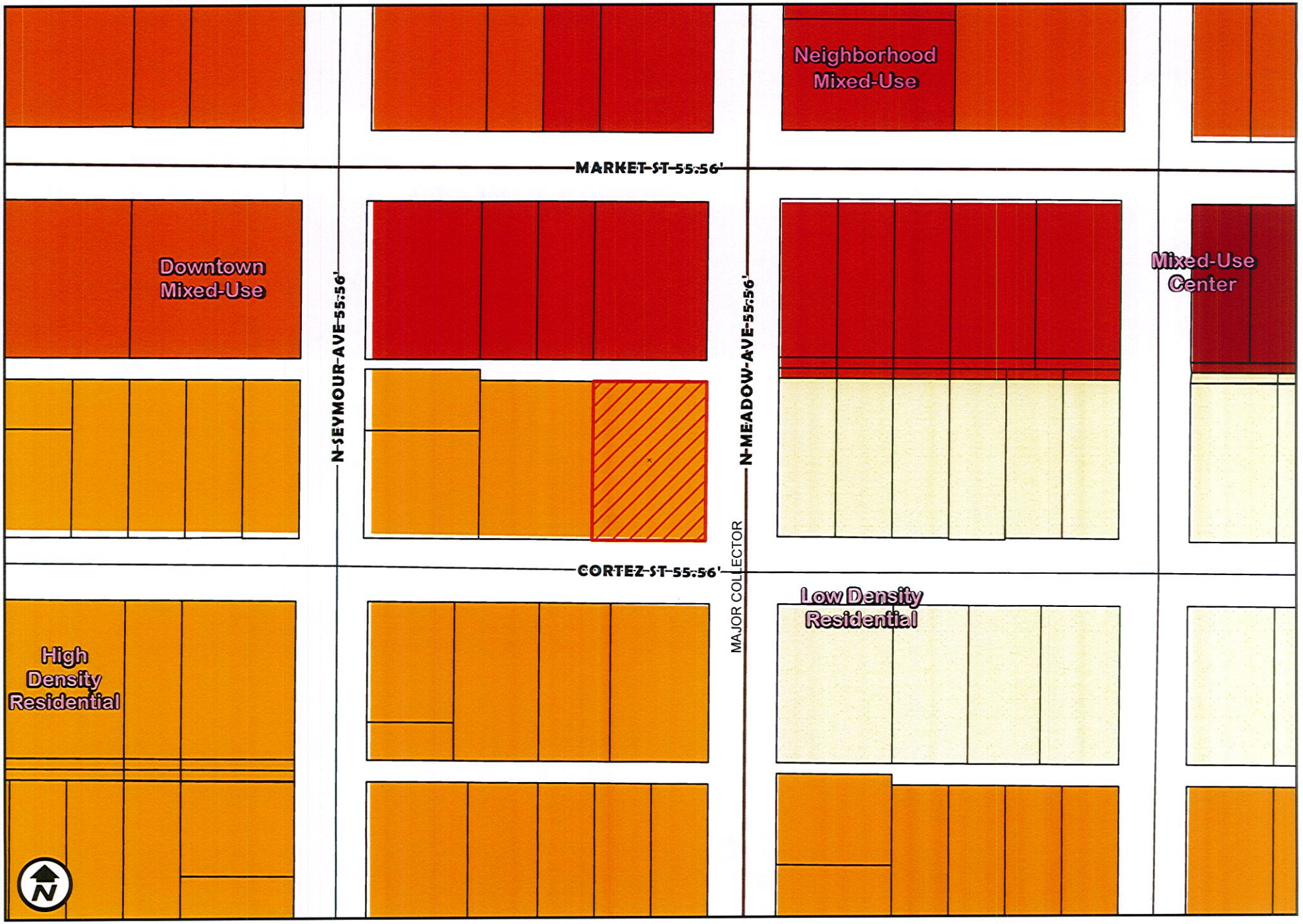
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)



200' NOTIFICATION
1 inch = 75 feet

ZC-15-2019
COUNCIL DISTRICT 3
1520 CORTEZ ST

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

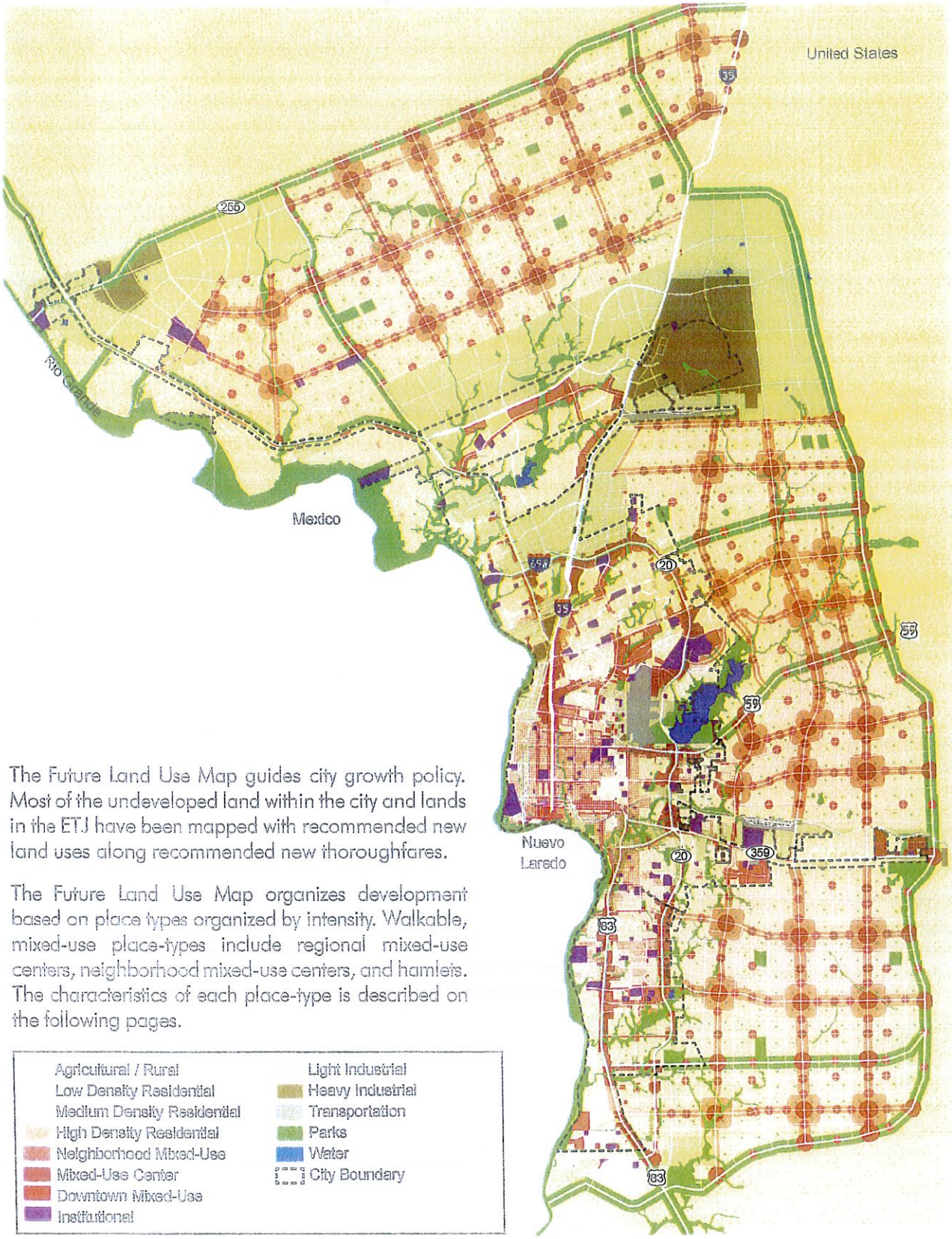


FUTURE LANDUSE MAP
1 inch = 100 feet

ZC-15-2019
COUNCIL DISTRICT 3
1520 CORTEZ ST

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

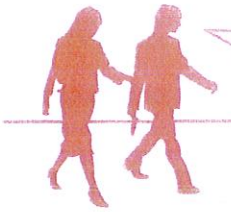
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

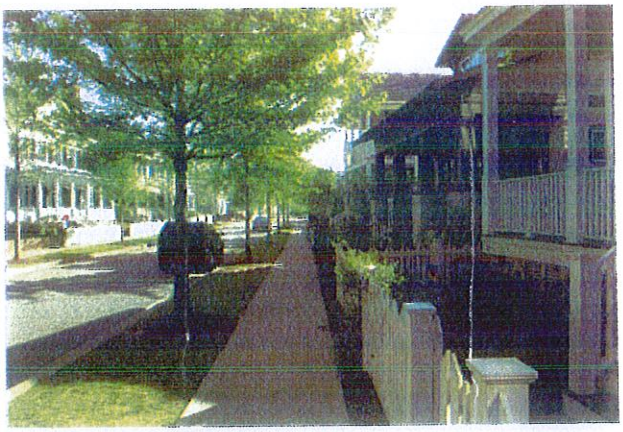
Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

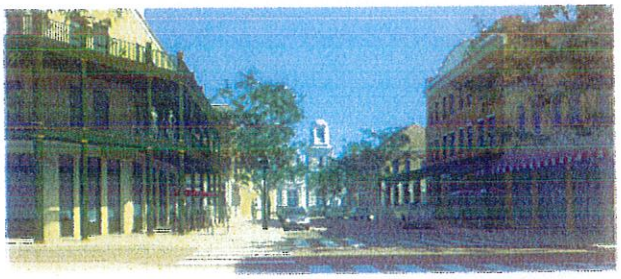


Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-15-2019
1520 Cortez St.
R-3 to B-3

ZC-15-2019
1520 Cortez St.
R-3 to B-3

ZC-15-2019
1520 Cortez St.
R-3 to B-3

ZC-15-2019
1520 Cortez St.
R-3 to B-3

1520 Cortez St.

01/01/2017

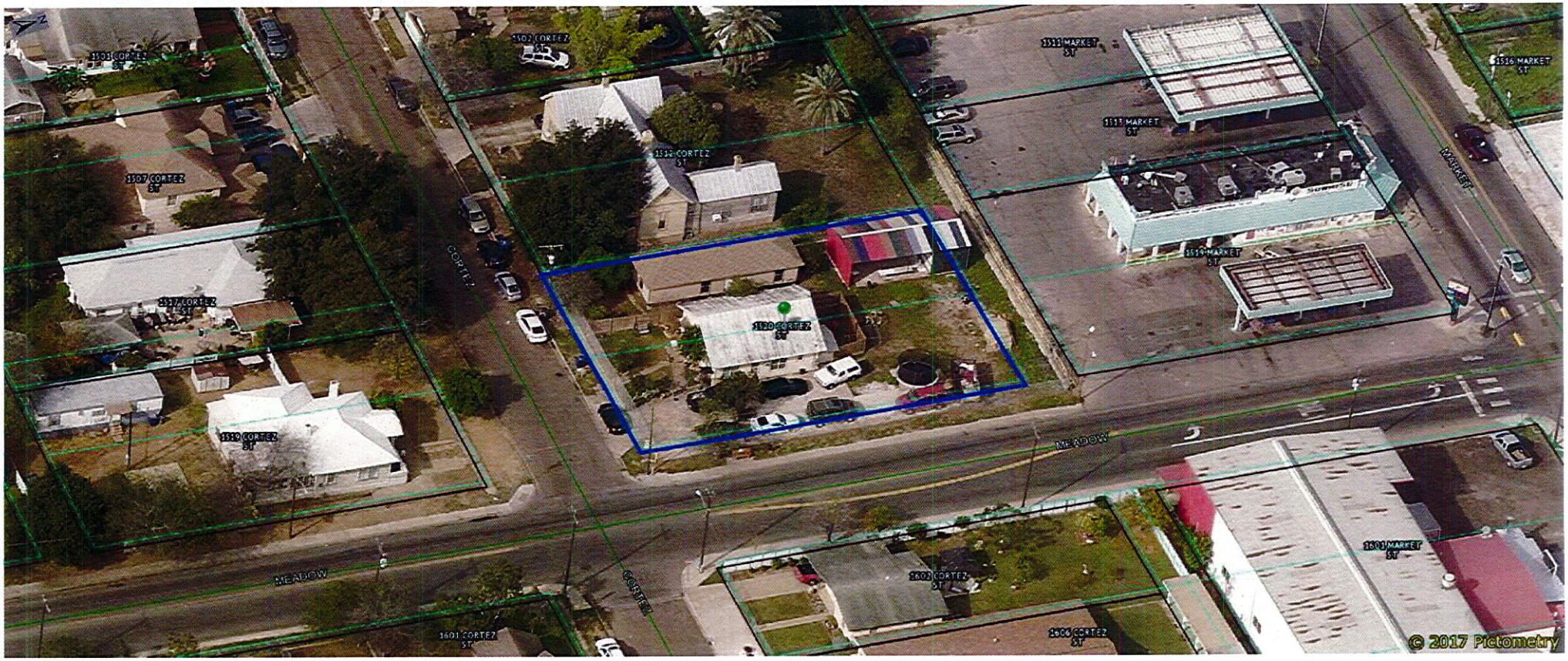
1520 Cortez St.

01/01/2017

1520 Cortez St.

01/01/2017

1520 Cortez St.



01/01/2017

City Council-Regular **5.**

Meeting Date: 03/18/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: ALS Laredo Holdings, LLC/Pedro Alegria, Owner/Applicant and Sherfey Engineering, Representative

Prior Action: None.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 1.27 acres, as further described by Metes and Bounds on Exhibit A, located at, Southeast corner of Ejido Ave., and Wormser Rd., from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District); providing for publication and effective date.

Planning & Zoning Commission recommended **approval** of the zone change, and **staff supports** the application.

ZC-25-2019
District I

BACKGROUND:

Council District: I – The Honorable Rudy Gonzalez, Jr.

Proposed use: commercial. Staff inquired as to the proposed use being considered at this location, however applicant was unsure regarding a specific use for this zone change.

Site: Vacant undeveloped land.

Surrounding land uses: North of the property, there is Cuatro Vientos Commercial Plaza (12 suites). South of the property there is vacant undeveloped land. East of the property there are single family residences. West of the property is H. B. Zachry Elementary School.

Comprehensive Plan: The Future Land Use Plan identifies this area as Neighborhood Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan identifies South Ejido Avenue as a Mayor Collector. The plan does not recognize Wormser Rd.

Letters sent to surrounding property owners: 19
In Favor: 0
Opposed: 0

STAFF COMMENTS:

The proposed zone change is appropriate at this location. Staff supports this zone change for the following reasons:.

1. The proposed zone change is in conformance with the Future Land Use Plan designation for this area as Neighborhood Mixed Use (which includes all zoning districts except, M-1, M-2, B-4, AH, AN, FH, OG, and FiH. as per the New Comprehensive Plan.
2. The proposed commercial uses could benefit the community by the introduction of some light commercial uses. The property complies with the Minimum Lot width of 46'.

P&Z RECOMMENDATION:

The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION:

Staff **supports** the proposed zone change.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
No. The current land use pattern established in the area is Educational, across Ejido Ave. and some commercial across Wormser Rd.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are no commercial uses within the area. There is a B-1 zoning across Wormser Rd., north of the property.

Will change adversely influence living conditions in the neighborhood?
No. The introduction of commercial uses even though may bring more noise and traffic into the residential area; they are not close enough to be adversely affected by it. The change however, could benefit the neighborhood with the introduction of some light commercial uses. The property could have access from either Ejido Ave. or Wormser Rd.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The R-1A zoning does not allow for commercial uses; only residential use.

Refer to Section **24.63 Permitted Uses** of the Land Development Code Book. (attached).

Attachments

Ordinance 2019-O-
Dim. Standards B-1
Section 24.63 Permitted Uses - B-1 Zoning
Color Maps - ZC-25-2019
Color Pictures - ZC-25-2019
Exhibit A - ZC-25-2019

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 1.27 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS ON EXHIBIT A, LOCATED AT SOUTHEAST CORNER OF EJIDO AVE., AND WORMSER RD., FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 1.27 acres, as further described by Metes and Bounds Exhibit A, located at the Southeast corner of Ejido Ave., and Wormser Rd., from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 20, 2019; 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 March 18, 2019, 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; 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 rezoning approximate 1.27 acres, as further described by Metes and Bounds Exhibit A, located at the Southeast corner of Ejido Ave., and Wormser Rd., from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District)

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

B-1 Zoning

Greenhouse (Non-Retail/Hobby)
Greenhouse (Retail)
Plant Nursery (Retail Sales)
Single Family Detached
Single Family Zero Lot Line
Single Family Townhouse
Two Family (Duplex)
Three Family (Triplex)
Four Family (Quadruplex)
Multi-Family
Condominiums
Townhouse
Garage Conversion
Accessory Building/Structure
Home Occupation "A"
Home Occupation "B"
Travel Trailer/RV Park
Manufactured Housing Park
Rooming/Boarding House
Fraternity/Sorority House
Registered Child-Care Home/Licensed Child Care Home

Servants Quarters
Emergency Ambulance Service
Post Office (Governmental)
Mailing Service (Private)
Electrical Transmission Line
Gas Transmission Line
Utility Distribution Line
Sewage Pumping Station(Lift Station)
Water Booster Station
Retirement Home/Home for the Aged
Elementary School, K thru 6 (Public & Private)
Middle School, 6 thru 9 (Public & Private)
High School, 9 thru 12 (Public & Private)
College (Community or Junior)
University (Four year)
Adult Day Care
Child Day Care (13 or more)
Orphanage
Community Center
Fraternal Organization or Social Club
Civic Club

Philanthropic Organization
Church/Sanctuary
Fellowship Halls
Church affiliated uses
Rectory/Parsonage
Monastery/Convent
Government Building
Police Station
Fire Station
Library
Political campaign headquarters
Credit Agency
Office (Brokerage Service)
Insurance Agency Offices
Real Estate Offices
Offices (Professional)
Medical Offices
Dental Offices
Financial Services (Advice/Invest)
Credit Unions
Check Cashing Agencies

B-1 Zoning

Automatic Teller Machines (ATM's)
Bed & Breakfast
Laundry/Dry Cleaning
Laundry/Dry Cleaning (Drop Off/Pick Up)
Laundry/Dry Cleaning (Self-Service)
Tailor Shop
Shoe Repair & Sales
Travel Agency
Beauty Shop (Non-College)
Barber Shop (Non-College)
Photo Studio
Kiosk (Providing A Service)
Child Development Center
Tool Rental (Indoor Storage)
Appliance Repair
Communication Equipment Repair
Locksmith
Karate School (Martial Arts)
Automobile Driving School
Dance/Drama/Music/ Schools
Artist Studio

Mini - Storage/Warehouse
Diet Clinic
Pharmacies and Drug Stores
Health Spa
Hardware Store
Lawnmower Sales and/or Repair
Florist
Plant Nursery (Outside Storage)
Department Store
Variety Store
Convenience Store (Drive Through)
Drug Store
Auto Repair (minor repairs)
Fruit and/or Vegetable Store
Bakery (Retail)
Used Auto Supply Part Store(no on-site salvage)
Auto Supply Store (new parts)
Gasoline Service Station
Boat Dealer/Sales Only
Grocery Store
Meat Market & Butcher Shops

Artist Supply
Camera Shop
Apparel Stores
Furniture Sales (Indoor)
Major Appliances Sales (Indoor)
Restaurant (Serving Alcohol)
Restaurant
Restaurant (Drive-In)
Restaurant (Kiosk)
Private Club (Alcohol Served)
Bait and/or Tackle Shop
Bike Sales and/or Repair
Handicraft Shop
Needlework Shop
Florist
Art Dealer
Retail Store (Miscellaneous)
Bookstores/Stationary Stores
Soda Fountain & Ice Cream Parlors
Taxi Stand
Auto Wrecker Service (Gas station)

B-1 Zoning

Minor Repair Garage

Collection Container

Contractor's On-Site Construction Office

Fishing Pier

Health Club (Physical Fitness)

Amusement Devices/Arcade

Museum /Other than wax

Art Gallery

Membership Sports

Recreational Club (Members Only)

Swimming Pool (Public)

Day Camp

Park and/or Playground (Public)

Special Events (Temporary)

Park or Playground (Private)

Builders Directional Signs

Contractors Signs

Holiday Signs

Special Event Signs/Banners

Portable Signs

Political signs

Real Estate for sale

Home Occupation

Owner Identification

Farm Produce for Sale

Professional Identification

Official

Institutional Non-profit

Monument Signs

Wall mounted signs

Pole (Free-standing) Signs

Canopy

Illuminated Signs

Roof Sign

Marquee (changeable message)

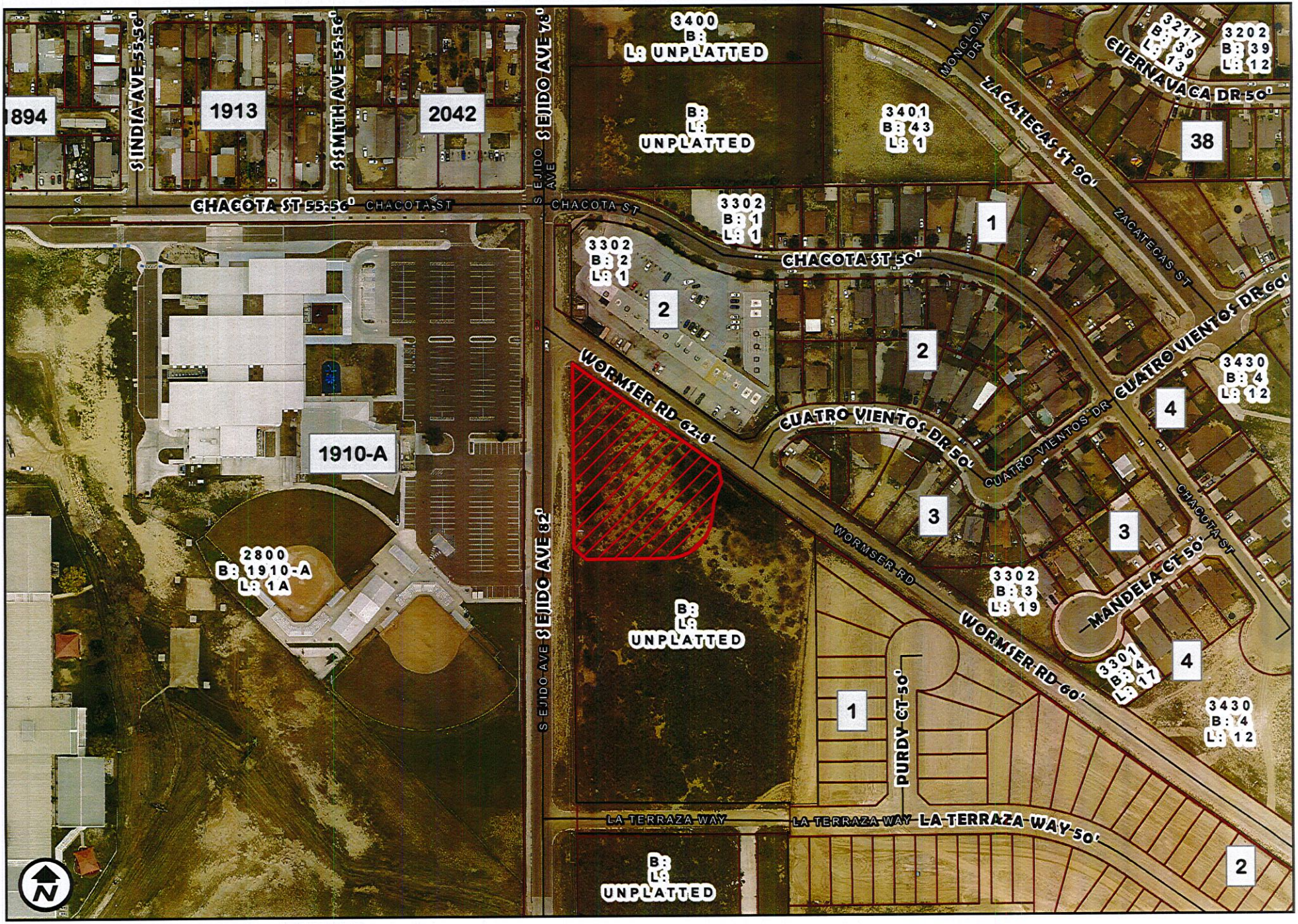
Flashing/blinking Signs

Roof Sign

Marquee (changeable message)

Projecting signs

Flashing/blinking Signs

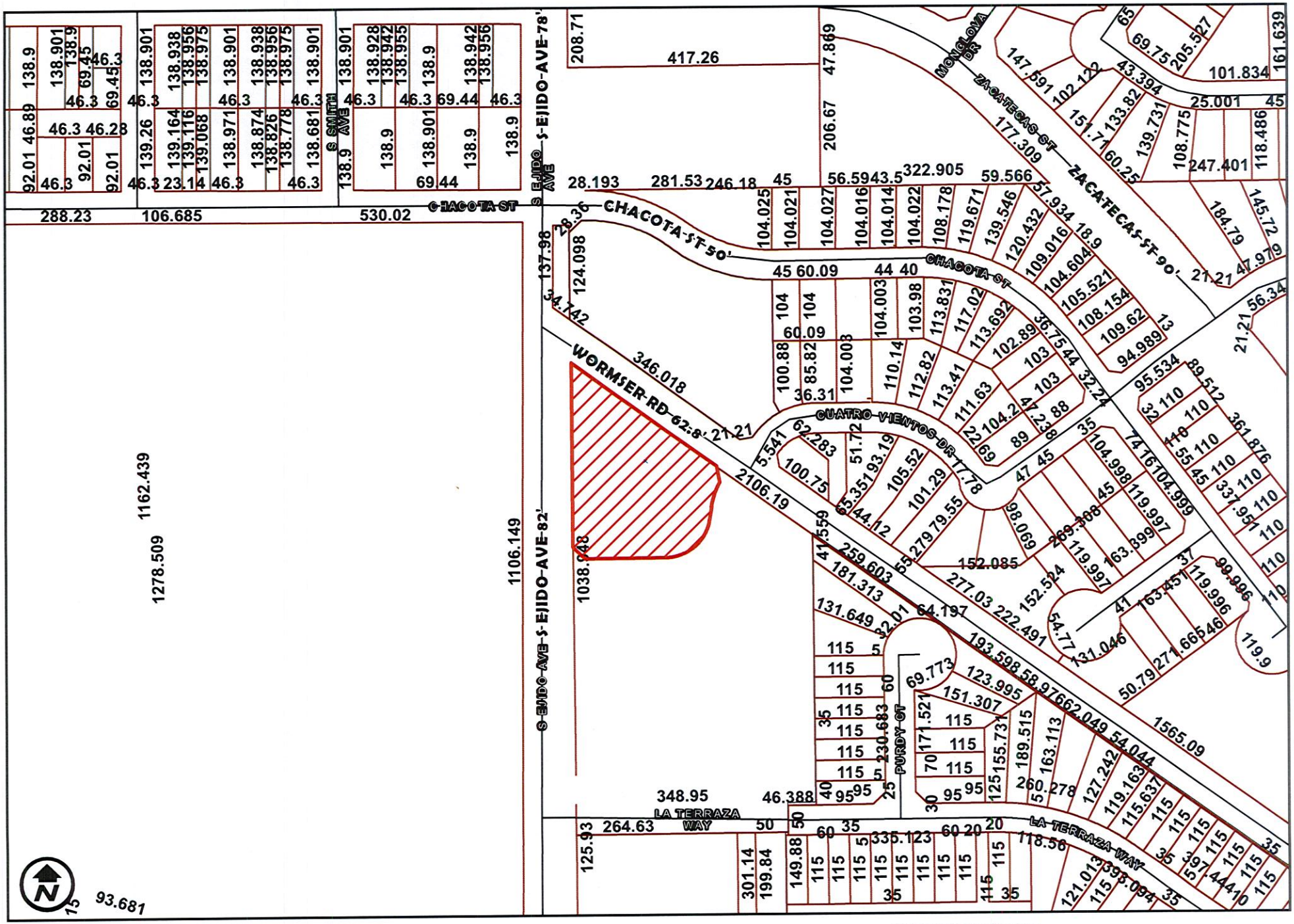


AERIAL MAP

1 inch = 203 feet

ZC-25-2018
COUNCIL DISTRICT 1
CORNER EAST OF EJIDO & SOUTH OF WORMSER RD.

APPLICATION FOR
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> B1 (LIMITED BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 203 feet

ZC-25-2018

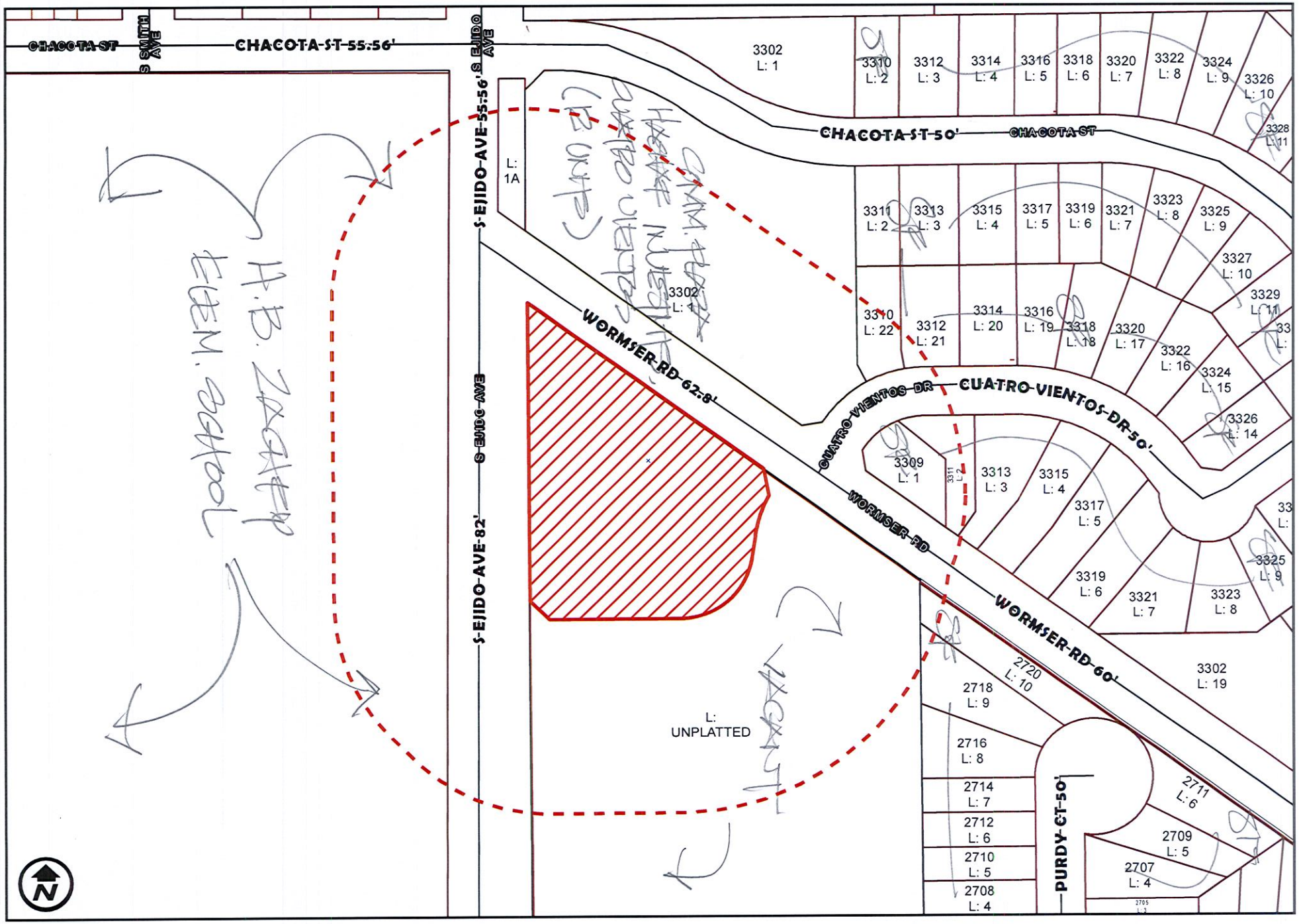
COUNCIL DISTRICT 1

CORNER EAST OF EJIDO & SOUTH OF WORMSER RD.

APPLICATION FOR

R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)

-> B1 (LIMITED BUSINESS DISTRICT)

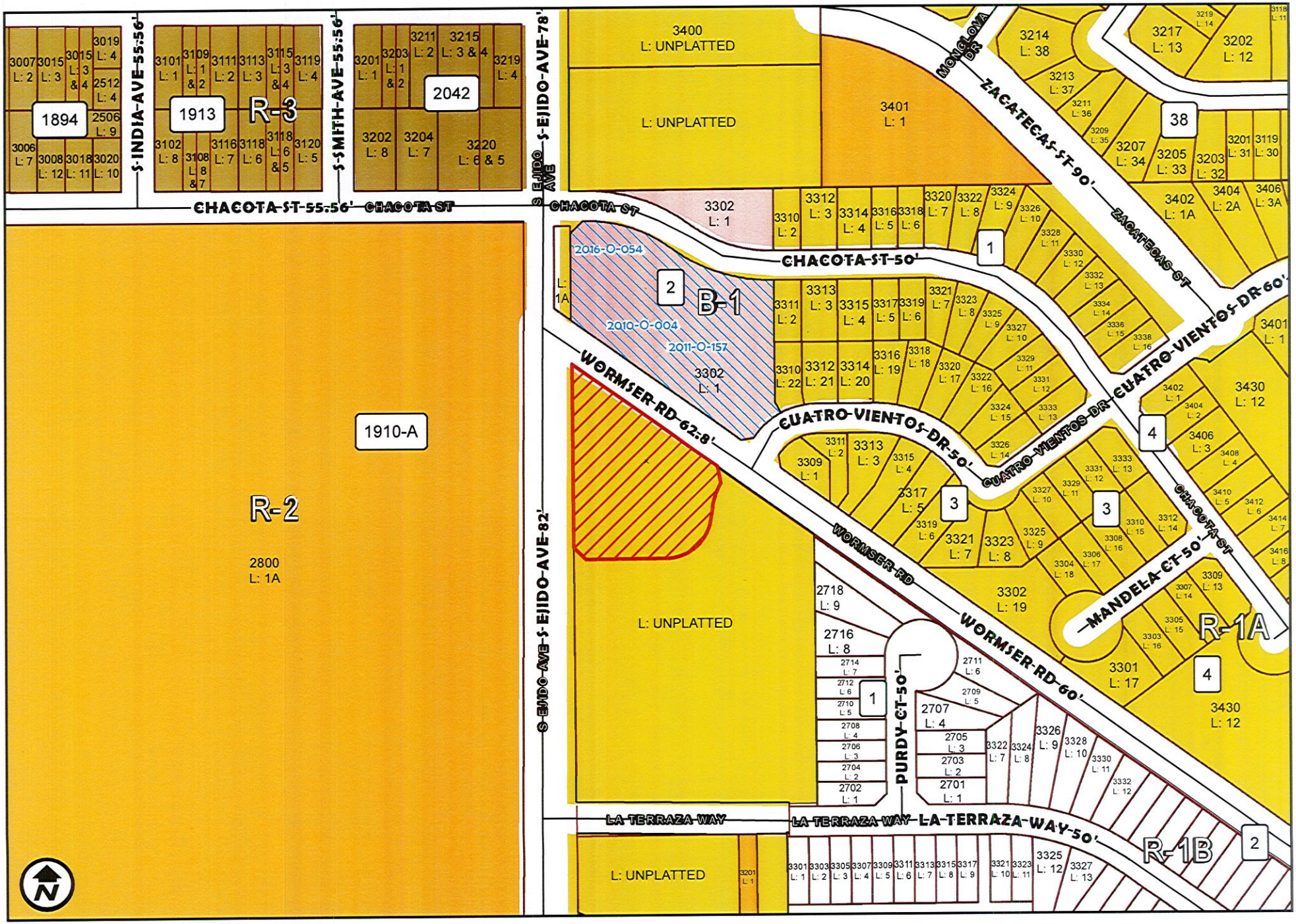


200' NOTIFICATION

1 inch = 125 feet

ZC-25-2018
COUNCIL DISTRICT 1
CORNER EAST OF EJIDO & SOUTH OF WORMSER RD.

APPLICATION FOR
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> B1 (LIMITED BUSINESS DISTRICT)

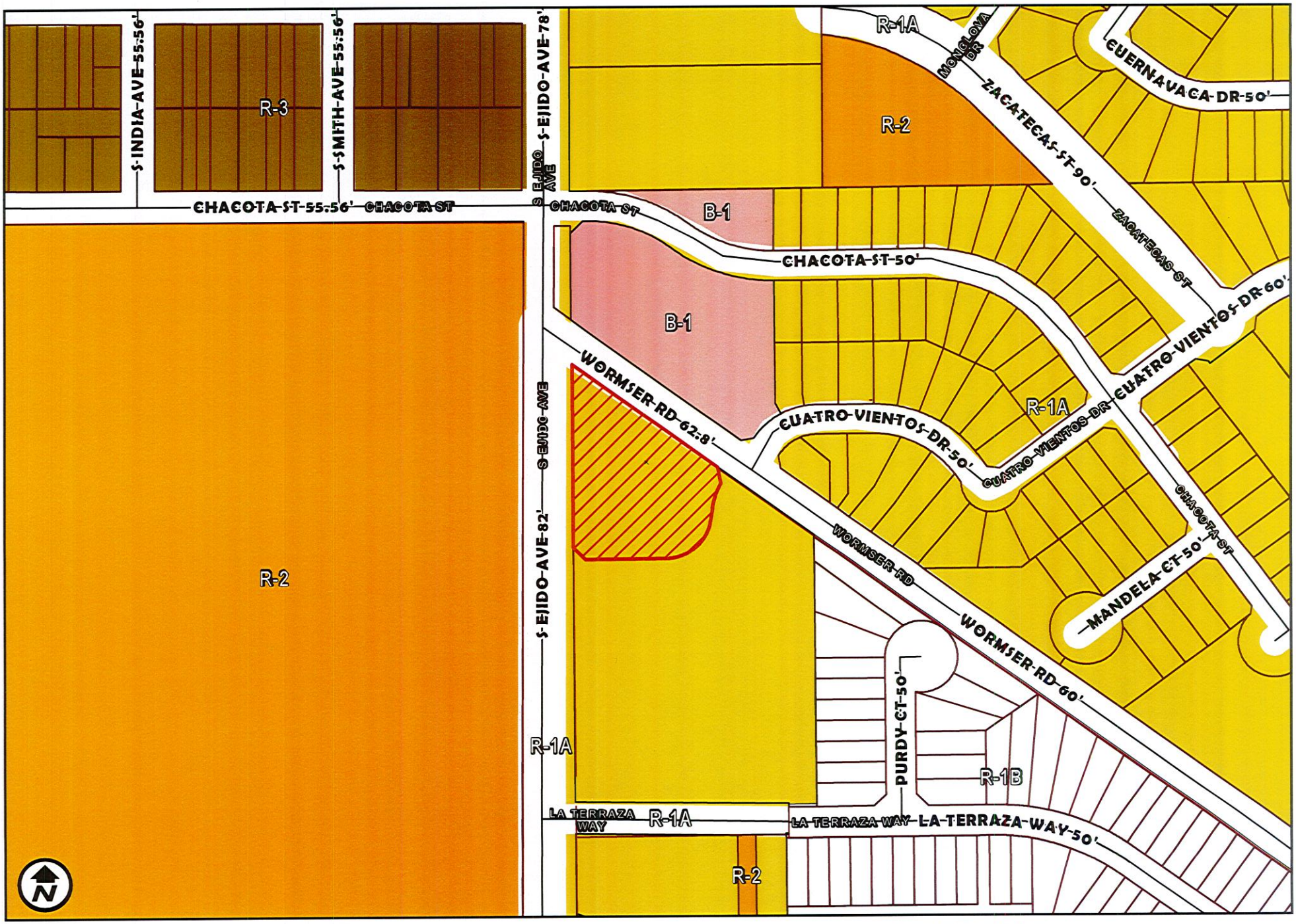


ZONING MAP

1 inch = 203 feet

ZC-25-2018
COUNCIL DISTRICT 1
CORNER EAST OF EJIDO & SOUTH OF WORMSER RD.

APPLICATION FOR
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> B1 (LIMITED BUSINESS DISTRICT)

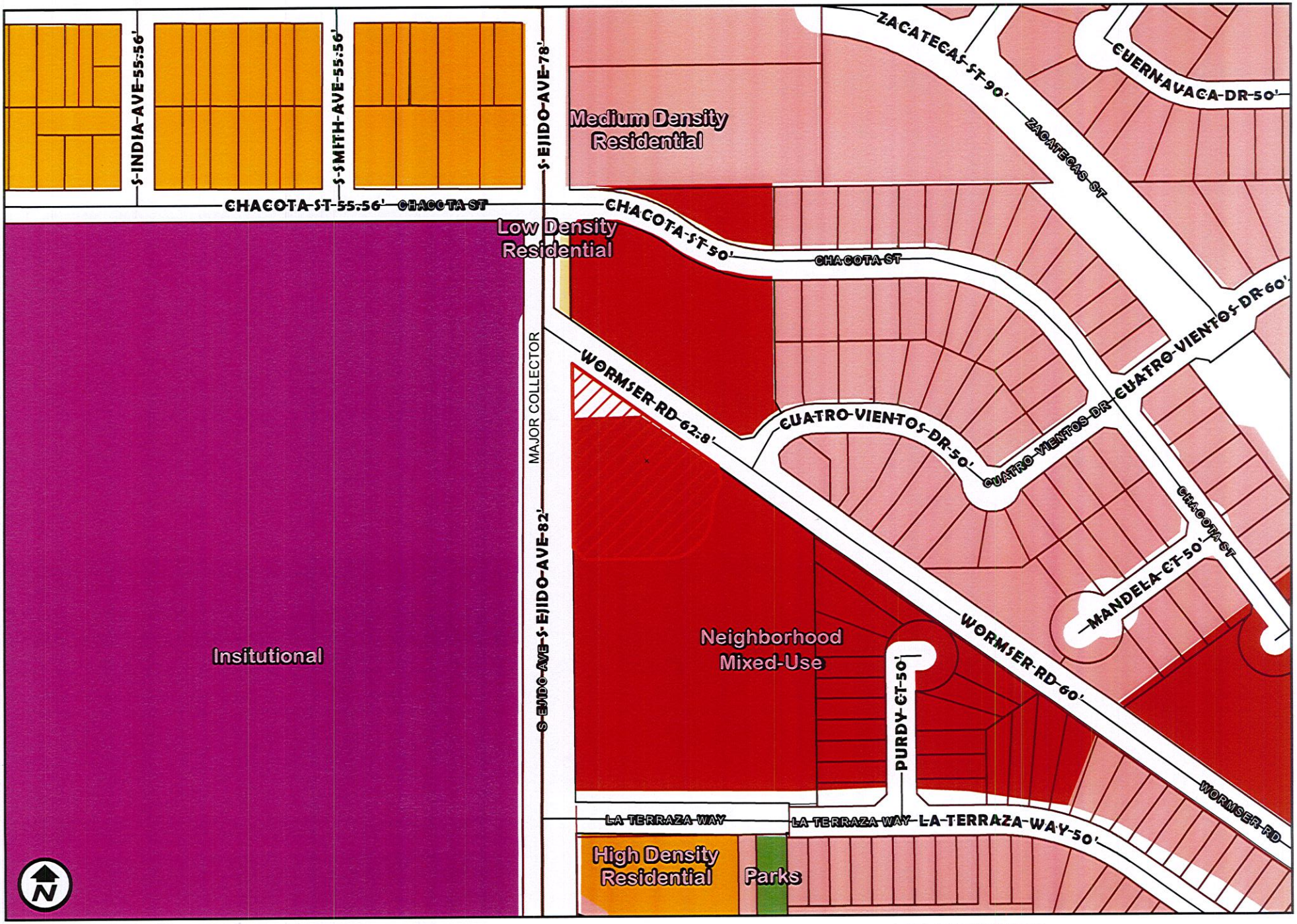


ZONING OVERVIEW

1 inch = 203 feet

ZC-25-2018
COUNCIL DISTRICT 1
CORNER EAST OF EJIDO & SOUTH OF WORMSER RD.

APPLICATION FOR
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> B1 (LIMITED BUSINESS DISTRICT)



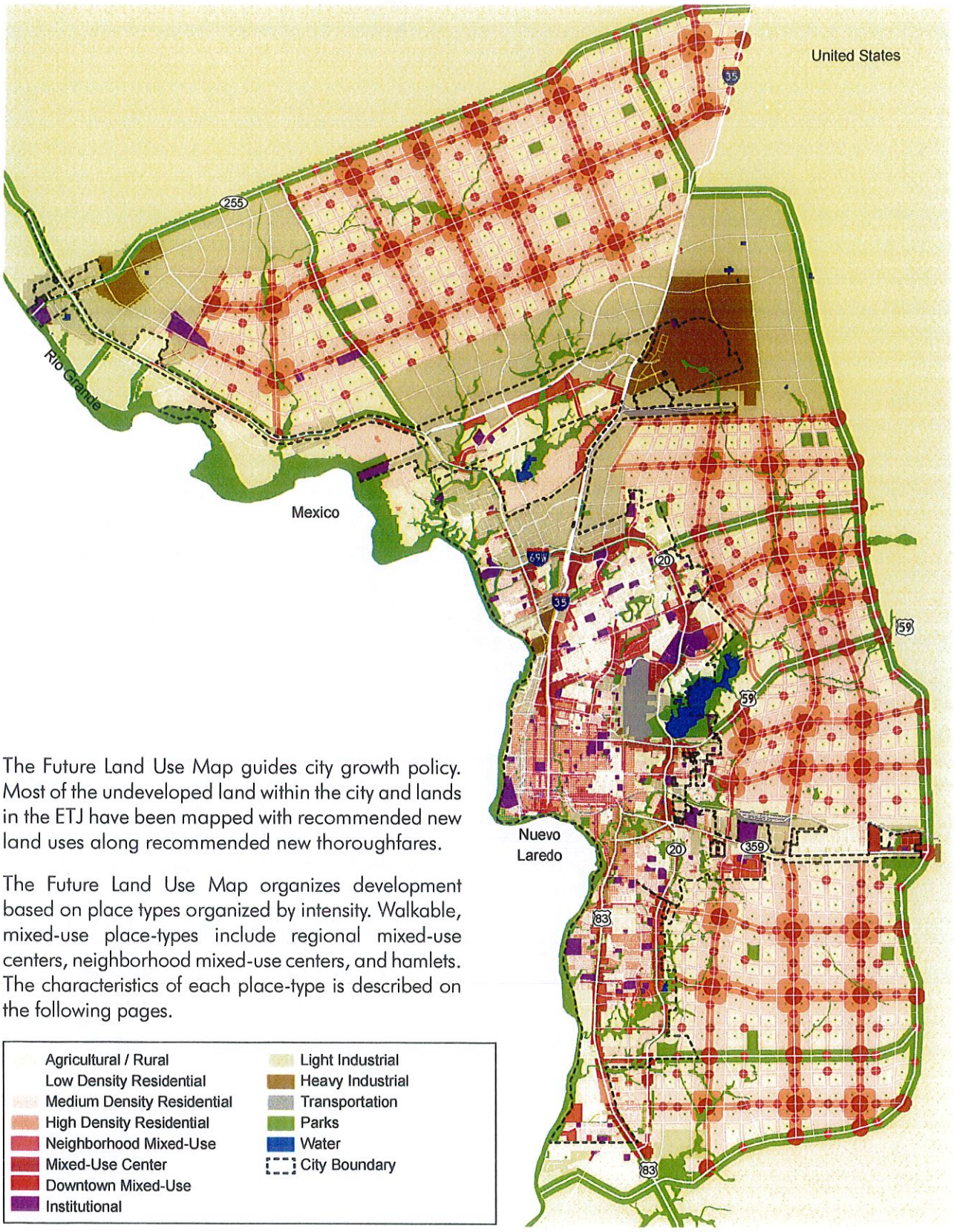
FUTURE LANDUSE MAP

1 inch = 203 feet

ZC-25-2018
COUNCIL DISTRICT 1
CORNER EAST OF EJIDO & SOUTH OF WORMSER RD.

APPLICATION FOR
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)
-> B1 (LIMITED BUSINESS DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

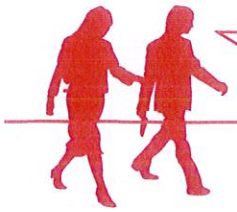
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

- Farms, General (Crops & Livestock)
- Farms, General (Livestock/Ranch)
- Bulk Grain And/Or Feed Storage
- Veterinarian (Outdoor Animal Confinement)
- Stables (Private, Principle Use)
- Stables (Private, Accessory Use)
- Stables (Commercial)
- Auto Wrecker Service
- Inoperable Vehicle Holding Yard
- Jail
- Halfway House
- Scrap/Waste Recycle Collection
- Zoo
- Horse Training Facility
- Amusement Redemption Machine Establishment
- Auto Impound Yards
- Auto Salvage Yards
- Transit and Maintenance Vehicle Equipment Facility
- Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

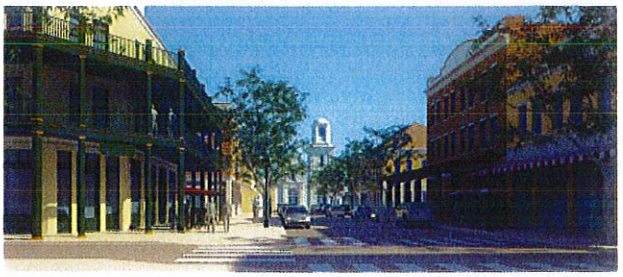
- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

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Downtown Mixed-Use

ZC-25-2019
1.27 Acres, located at the corner of Ejido Ave. and Wormser Rd.
R-1A to B-1

ZC-25-2019
1.27 Acres, located at the corner of Ejido Ave. and Wormser Rd.
R-1A to B-1

ZC-25-2019
1.27 Acres, located at the corner of Ejido Ave. and Wormser Rd.
R-1A to B-1

ZC-25-2019
1.27 Acres, located at the corner of Ejido Ave. and Wormser Rd.
R-1A to B-1

Sherfey Engineering Company, L.L.C.
TBPE FIRM REGISTRATION No. F-3132
104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION
1.27 ACRE TRACT
WEBB COUNTY, TEXAS

A tract of land containing 1.27 acres of land, more or less, situated in Porcion 34, Abstract 762, Jose Antonio Diaz original grantee same being out of Tract II as recorded in Volume 3342, Pages 687-698, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod on the south right-of-way line of Wormser Road (a 60 foot wide road) same being the northwest corner of Lot 10, Block 1, Lomas Del Sur Subdivision Unit XI as recorded in Volume 35, Pages 21-22, Webb County Map Records;

THENCE, N 54°20'42" W, continuing long the north line of said Tract II same being the south right-of-way line of said Wormser Road and along a barbed wire fence in places a distance of 197.50 feet to a set 1/2 inch iron rod, the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, S 10°45'55" E, leaving the south right-of-way line of said Wormser Road a distance of 28.98 feet to a set 1/2 inch iron rod, a non-tangent point of curvature to the left;

THENCE, along said arc to the left with a radius of 125.00 feet, a delta of 19°42'52", a chord and chord bearing of 42.80 feet and S 18°34'38" W a distance of 43.01 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, S 08°43'09" W, a distance 22.27 feet to a set 1/2 inch iron rod, a point or curvature to the right;

THENCE, along said arc to the right with a radius of 75.00 feet, a delta of 80°52'43", a chord and chord bearing of 97.29 feet and S 49°09'24" W a distance of 105.87 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, S 89°35'39" W, a distance of 132.56 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 45°24'21" W, a distance of 28.28 feet to a set 1/2 inch iron rod a point on the east right-of-way line of Ejido Road (right-of-way width varies), the southwest corner of the herein described tract;

THENCE, N 00°24'21" W, along the east right-of-way line of said Ejido Road a distance of 308.00 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, S 54°20'42" E, along the south right-of-way line of said Wormser Road and along a barbed wire fence in places a distance of 295.47 feet to return to and close at the **POINT OF BEGINNING**, containing 1.27 acres of land.

Basis of Bearing
For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

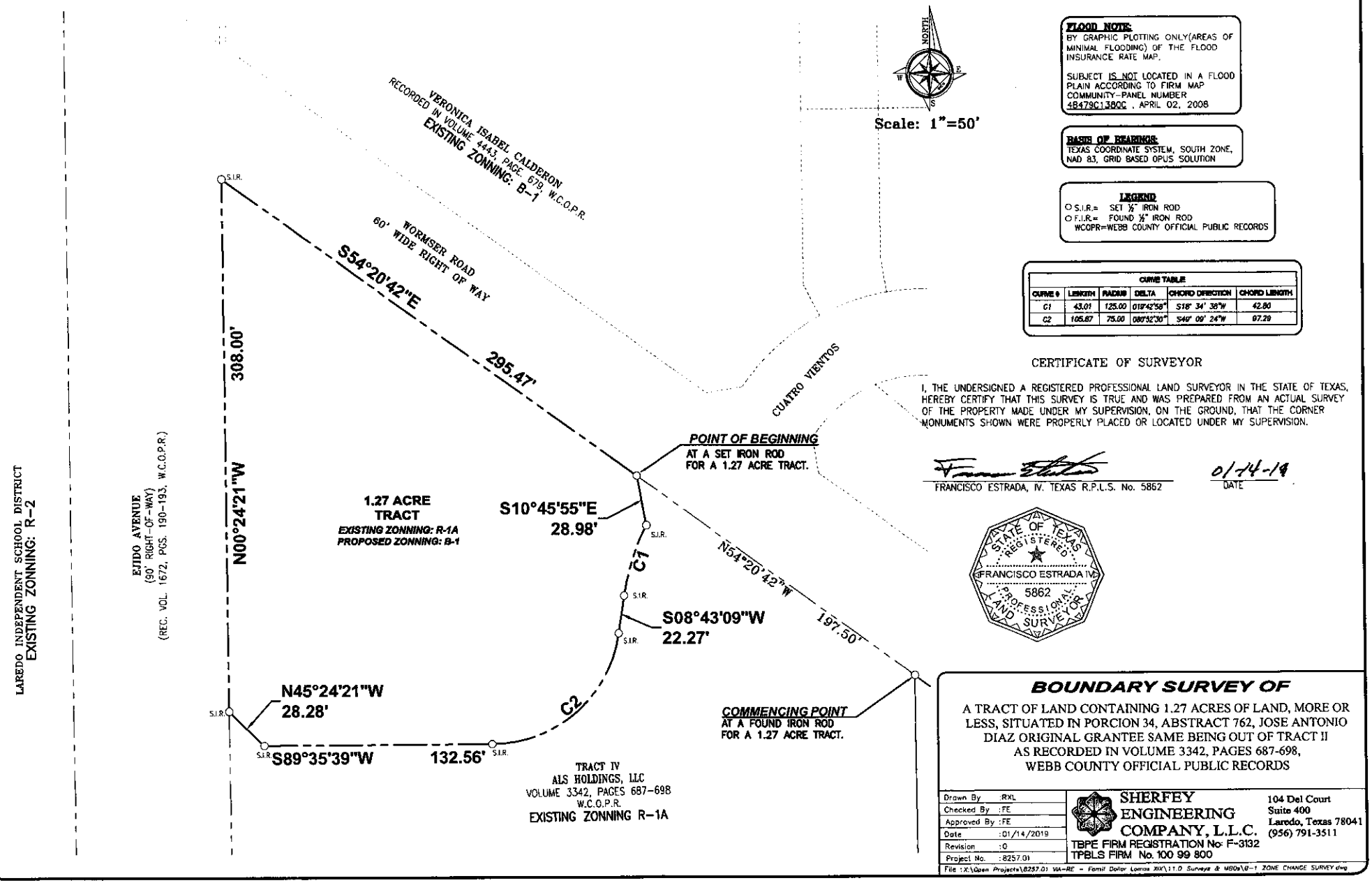
R.P.L.S. No. 5862-Texas

01-14-19
Current Date

STATE OF TEXAS
REGISTERED
FRANCISCO ESTRADA IV
5862
PROFESSIONAL
LAND SURVEYOR

X:\Open Projects\8257.01 VIA-RE - Famil Dollar Lomas XIX\11.0 Surveys & MBDs\1.27 ACRE TRACT.docx

EXHIBIT A


LAREDO INDEPENDENT SCHOOL DISTRICT
EXISTING ZONNING: R-2
EJIDO AVENUE
(90' RIGHT-OF-WAY)
(REC. VOL. 1672, PGS. 190-193, W.C.O.P.R.)
VERONICA ISABEL CALDERON
RECORDED IN VOLUME 4443, PAGE 679, W.C.O.P.R.
EXISTING ZONNING: B-1
60' WORMSER ROAD
WIDE RIGHT OF WAY
CUATRO VIENTOS
S.I.R.
N00°24'21"W
308.00'
S54°20'42"E
295.47'
POINT OF BEGINNING
AT A SET IRON ROD
FOR A 1.27 ACRE TRACT.
1.27 ACRE
TRACT
EXISTING ZONNING: R-1A
PROPOSED ZONNING: B-1
S10°45'55"E
28.98'
C1
N54°20'42"W
197.50'
S08°43'09"W
22.27'
C2
N45°24'21"W
28.28'
S89°35'39"W
132.56'
COMMENCING POINT
AT A FOUND IRON ROD
FOR A 1.27 ACRE TRACT.
TRACT IV
ALS HOLDINGS, LLC
VOLUME 3342, PAGES 687-698
W.C.O.P.R.
EXISTING ZONNING R-1A
NORTH
Scale: 1"=50'
FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY(AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP.
SUBJECT IS NOT LOCATED IN A FLOOD PLAIN ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 48479C1380C , APRIL 02, 2008
BASIS OF BEARINGS:
TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD 83, GRID BASED OPUS SOLUTION
LEGEND
S.I.R.= SET ½" IRON ROD
F.I.R.= FOUND ½" IRON ROD
WCOPR=WEBB COUNTY OFFICIAL PUBLIC RECORDS
CURVE TABLE
CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH
C1 | 43.01 | 125.00 | 019°42'59" | S18° 34' 38"W | 42.80
C2 | 105.87 | 75.00 | 080°52'30" | S49° 09' 24"W | 97.29
CERTIFICATE OF SURVEYOR
I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.
FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 5862
01-14-19
DATE
STATE OF TEXAS
REGISTERED
FRANCISCO ESTRADA IV.
5862
PROFESSIONAL
LAND SURVEYOR
BOUNDARY SURVEY OF
A TRACT OF LAND CONTAINING 1.27 ACRES OF LAND, MORE OR LESS, SITUATED IN PORCION 34, ABSTRACT 762, JOSE ANTONIO DIAZ ORIGINAL GRANTEE SAME BEING OUT OF TRACT II AS RECORDED IN VOLUME 3342, PAGES 687-698, WEBB COUNTY OFFICIAL PUBLIC RECORDS
Drawn By :RXL
Checked By :FE
Approved By :FE
Date :01/14/2019
Revision :0
Project No. :8257.01
File :X:\Open Projects\8257.01 WA-RE - Family Dollar Loma XIX\11.0 Surveys & Mbds\0-1 ZONE CHANGE SURVEY.dwg
SHERFEY ENGINEERING COMPANY, L.L.C.
TBPE FIRM REGISTRATION No: F-3132
TPBLS FIRM No. 100 99 800
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511

City Council-Regular **6.**

Meeting Date: 03/18/2019
Staff Source: Alejandrina Sanchez, Planner
Initiated by: Janet Vega and Oscar Hernandez, Owner/Applicant
Prior Action: None.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 5, Block 2025, Eastern Division, located at 3220 Ross St., from R-2 (Multi-Family Residential District) to B-3 (Community Business District); providing for publication and effective date.

Planning & Zoning recommended **approval** of the zone change, and **staff supports** the application.

ZC-24-2019
District II

BACKGROUND:

Council District: II – The Honorable Vidal Rodriguez

Proposed use: Commercial. Staff inquired as to the proposed use being considered at this location, however applicant was unsure regarding a specific use for this zone change.

Site: The site is a vacant residential building.

Surrounding land uses: North of the property is Jaime Zapata Memorial Hwy. South of the property are mostly single family residences, a commercial parking, and a vacant lot.east of the property are South Laredo Diagnostic Center and single family residences. West of the property are Taqueria Costa Azul and Restaurant Costa Azul (abutting the property to the west).

Comprehensive Plan: The Future Land Use Map recognizes this area as Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare identifies South Ejido Ave., as a Major Collector, Jaime Zapata Memorial Highway, as an Expressway, and does not identify Ross St., south of the property.

Letters sent to surrounding property owners: 13
In Favor: 0
Opposed: 0

STAFF COMMENTS:

Staff supports the request for the following reasons:

1. The proposed commercial use is appropriate at this location. It complies with a B-3 location (to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets).
2. The property abuts a B-3 zoning to the west.
3. The property complies with the minimum Lot width of 46'.
4. The proposed commercial use is compatible with the commercial uses in the area.

Staff also notes that the request:

The proposed use is not in conformance with the Comprehensive Plan designation for this area as Medium Density Residential (R-1, R-o, R-2, B-1R, R-1B, small format market)

P&Z RECOMMENDATION:

The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION:

Staff **supports** the proposed zone change.

IMPACT ANALYSIS

IMPACT ANALYSIS

B-3 (Community Business District): 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 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. By rezoning from R-3 to B-3 all B-3 uses would be allowed in addition to all those under the B-1 zoning district. Some of the active uses that could be allowed are:

- hotel/motel
- funeral home,
- building materials sales,
- auto dealer new/used,
- upholstery shop,
- restaurant (drive thru),

- heavy machinery sales/display (inside)
- machinery sales/display (inside),
- pawn shop,
- portable buildings leasing/storage,
- portable chemical toilet leasing/storage,
- commercial parking lot,
- auto tire repair,
- tire sales (indoors),
- auto glass repair/tinting,
- car wash (self-service),
- commercial car wash (detail shop),
- quick lube/oil change,
- bakery-wholesale,
- contractor's office/sales,
- parking areas for vehicles/trailers/RV's,
- amusement services (indoors),
- children's amusement services (outdoors),
- billiard parlor, etc.

Is this change contrary to the established land use pattern?
No, the established land use pattern in the area is mostly light commercial with some residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is a B-3 district that abuts the property to the west.

Will change adversely influence living conditions in the neighborhood?
Yes, the proposed district may introduce more intense uses into the area.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
Yes, the current district only allows for residential uses, and the property owner wants to introduce a commercial use only allowed in a B-3 zoning district. Applicant did not provide an specific use for this zone change.

Attachments

Ordinance 2019-O-
Dim. Standards B-3 Zoning
Color Maps - ZC-24-2019
Color Pictures - ZC-24-2019

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 5, BLOCK 2025, EASTERN DIVISION, LOCATED AT 3220 ROSS ST., FROM R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 5, Block 2025, Eastern Division, located at 3220 Ross St., from R-2 (Multi-Family Residential District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 20, 2019; 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 March 18, 2019, 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; 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 rezoning Lot 5, Block 2025, Eastern Division, located at 3220 Ross St., from R-2 (Multi-Family Residential District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

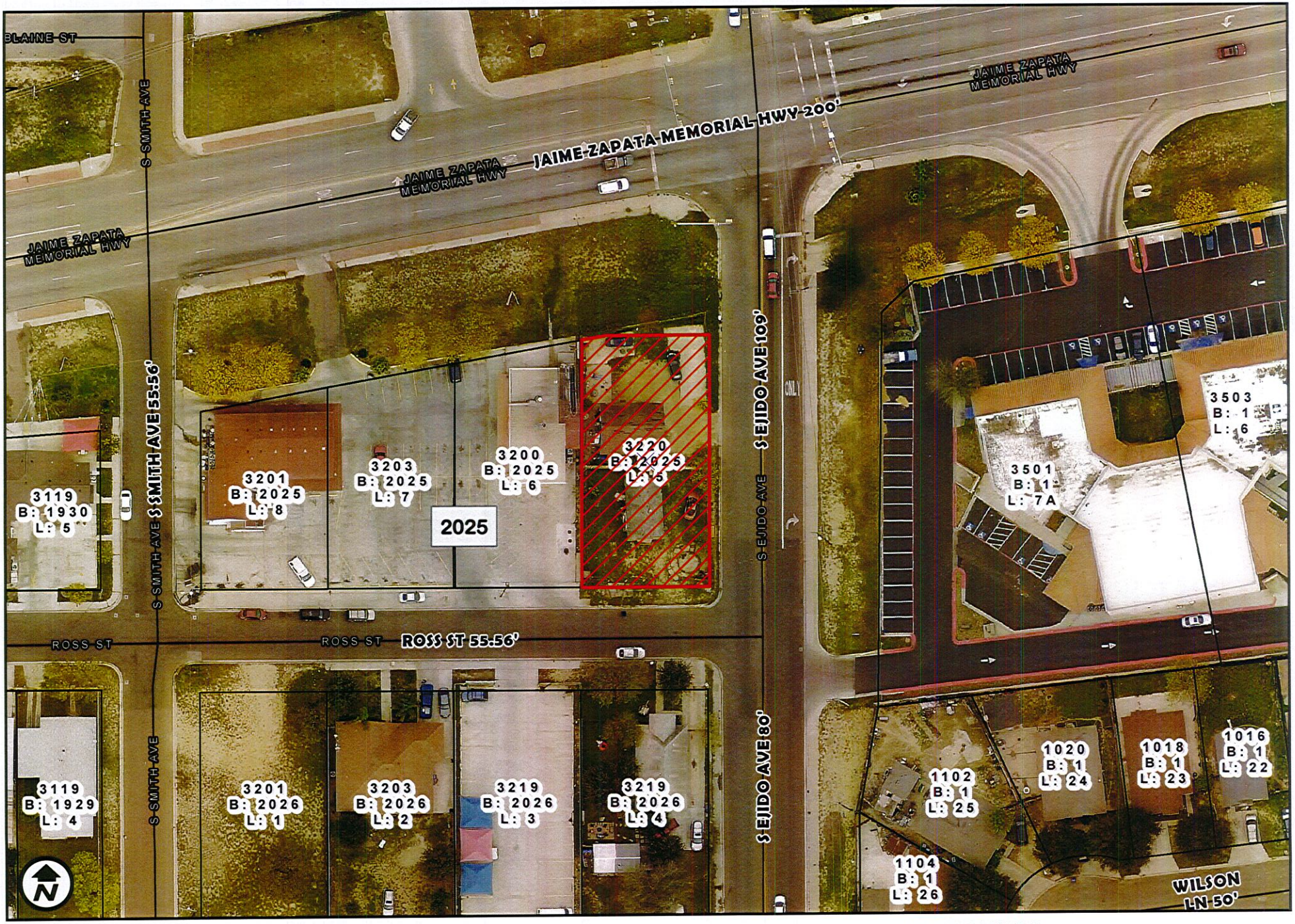
_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

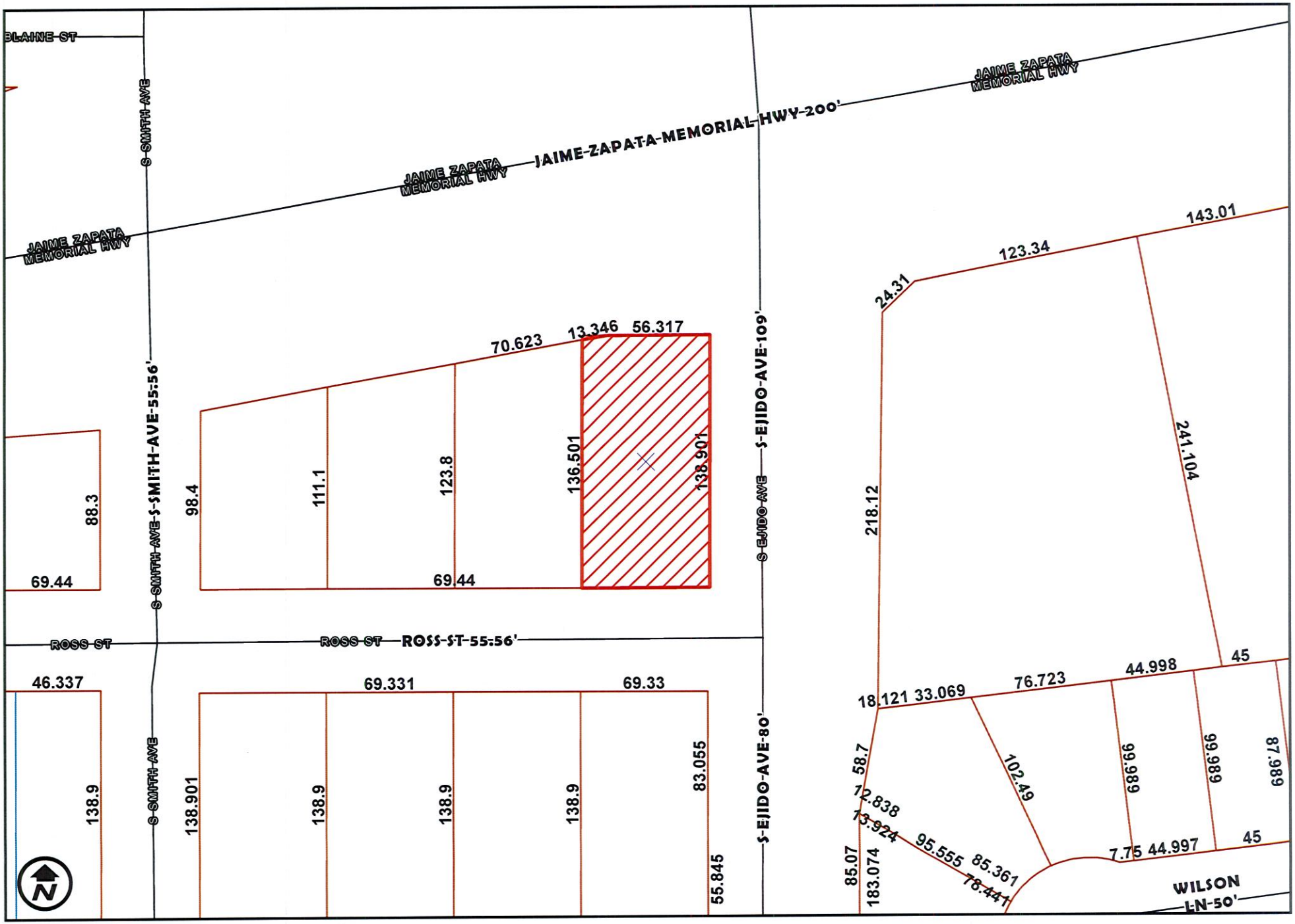


AERIAL MAP

1 inch = 67 feet

ZC-24-2019
COUNCIL DISTRICT 2
3220 ROSS

APPLICATION FOR
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

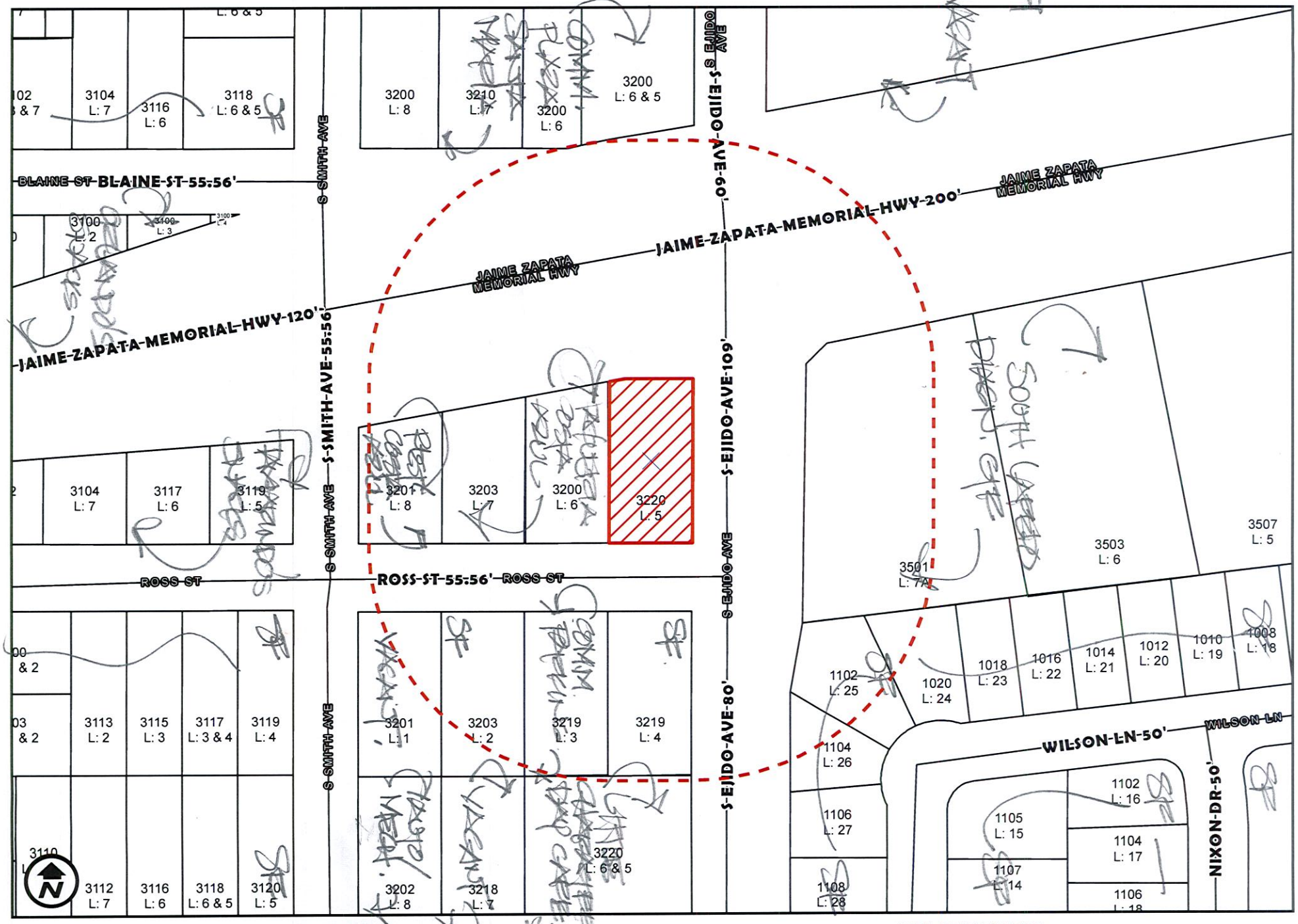


DIMENSIONS MAP

1 inch = 67 feet

ZC-24-2019
COUNCIL DISTRICT 2
3220 ROSS

APPLICATION FOR
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)



200' NOTIFICATION

1 inch = 101 feet

ZC-24-2019
COUNCIL DISTRICT 2
3220 ROSS

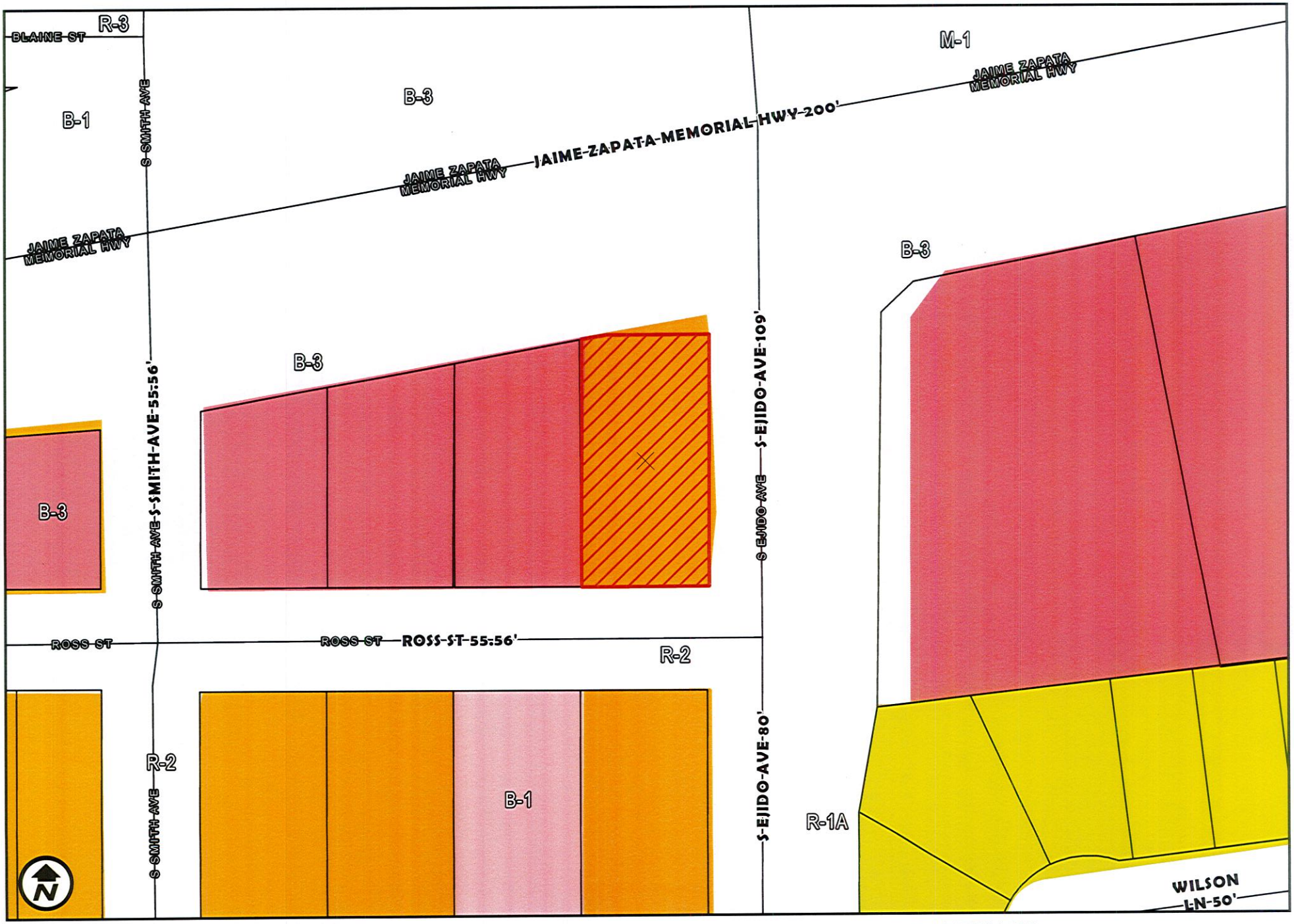
APPLICATION FOR
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

ZONING MAP

1 inch = 67 feet

ZC-24-2019
COUNCIL DISTRICT 2
3220 ROSS

APPLICATION FOR
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

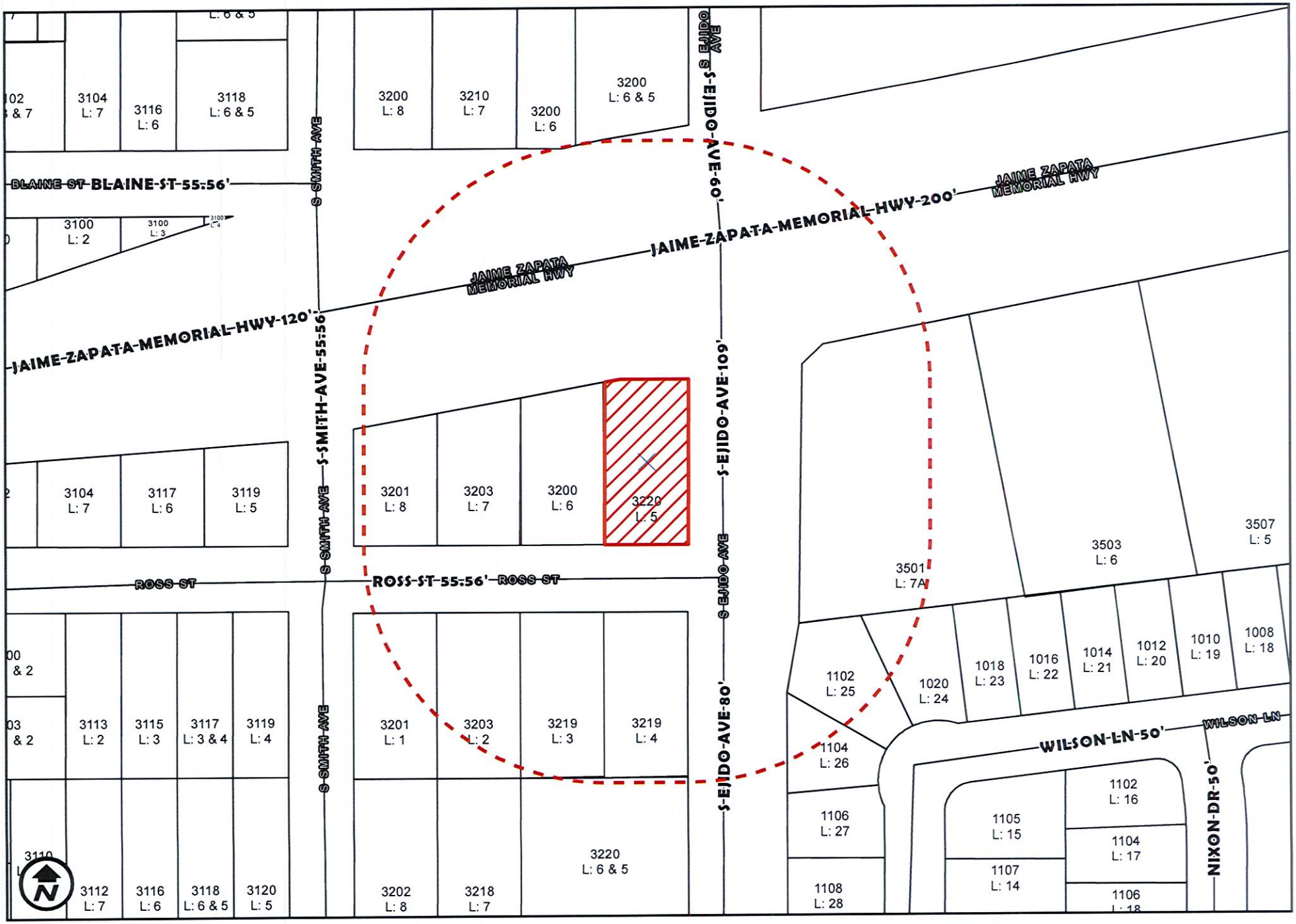


ZONING OVERVIEW

1 inch = 67 feet

ZC-24-2019
COUNCIL DISTRICT 2
3220 ROSS

APPLICATION FOR
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)



200' NOTIFICATION

1 inch = 101 feet

ZC-24-2019
COUNCIL DISTRICT 2
3220 ROSS

APPLICATION FOR
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

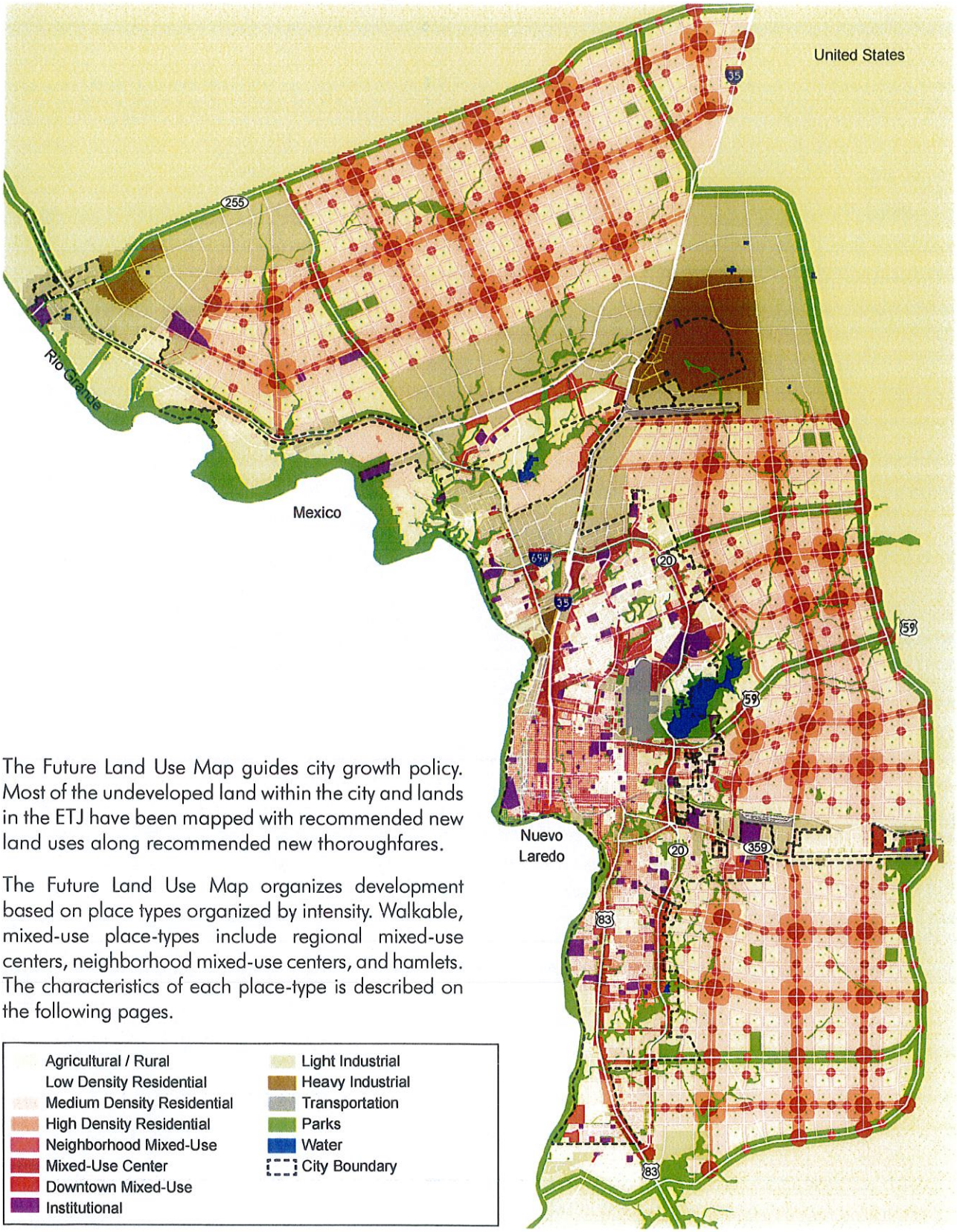
FUTURE LANDUSE MAP

1 inch = 67 feet

ZC-24-2019
COUNCIL DISTRICT 2
3220 ROSS

APPLICATION FOR
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

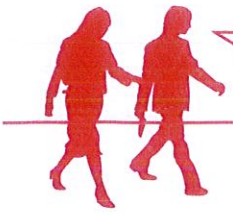
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

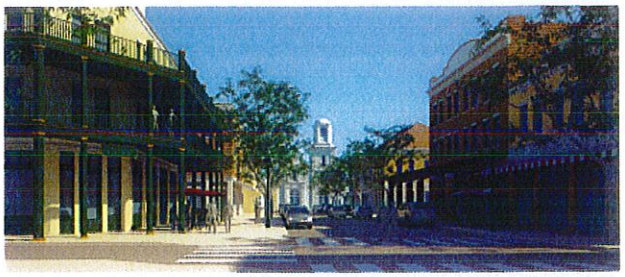
- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-24-2019
3220 Ross St.
R-2 to B-3

ZC-24-2019
3220 Ross St.
R-2 to B-3

ZC-24-2019
3220 Ross St.
R-2 to B-3

ZC-24-2019
3220 Ross St.
R-2 to B-3

ZC-24-2019
3220 Ross St.
R-2 to B-3

ZC-24-2019
3220 Ross St.
R-2 to B-3

City Council-Regular **7.**

Meeting Date: 03/18/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Sanlin Properties LLC/Linda Gutierrez, Owner/Applicant and La Mariscana LLC,/Jose Guarino Cavazos, Applicant/Representative

Prior Action: City Council adopted Ordinance 2015-O-136 authorizing a restaurant serving alcohol on October 5, 2015.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2015-O-136 and authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 5, Del Mar Village Subdivision, located at 120 West Village Blvd., Suites 101-102 (one unit); providing for publication and effective date.

Planning & Zoning recommended **approval** of the Special Use Permit, and **staff supports** the application.

ZC-26-2019
District V

BACKGROUND:

Council District: V - The Honorable Nelly Vielma

Proposed use: Restaurant selling alcohol. Applicant is amending current ordinance 2015-O-136 by changing SUP holder and extending hours of operation. Current SUP is in compliance with existing conditions; to include but not limited to parking.

Site: There are two sites. Site 1, as the primary site is occupied by Regency Square, commercial building, which includes Building A, and Building B, composed of twenty three (23) mixed use suites. Site 2 (proposed for off-site parking only after 6:00 pm) is occupied by Springfield Professional Plaza, Medical Office Buildings A, B and C.

Surrounding land uses: The property to the north includes a Stripes/Valero gas/convenience store. Condominiums are located northeast, east and southeast of the site. South of the site are medical office of Edgar Trevino M.D., Stingray Alley and Aji Restaurant, and a commercial building. Southwest of the site are Springfield Professional Plaza (17 medical offices), BBVA Compass Bank, Silva International,

Henry D. Kahn Insurance. West of the site is Del Mar Plaza (26 mixed use commercial complex).

Letters sent to surrounding property owners: 91
In Favor: 1
Opposed: 1

Comprehensive Plan: The Comprehensive Plan identifies this area as Neighborhood Mixed-Use.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Village Boulevard but identifies Del Mar Boulevard as a Modified Major Arterial and Springfield Boulevard as a Minor Arterial.

STAFF COMMENTS:

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages.
The property is in a B-1 (Community Business District) zoning district.

Staff **supports** the issuance of the proposed SUP at this location for the following reasons:

1. The proposed SUP location meets distance requirements as per Ordinance 2013-O-005
2. The proposed SUP is appropriate at this location because it is compatible with the uses in the area.
3. As per Zoning Division, current SUP, is in compliance with SUP conditions to include but not limited to parking.

- Parking spaces required for Regency Square for all buildings square footage of 31,835.00 SF is = 127 parking spaces. (as per Webb CAD information there are 4 buildings with a total square footage of as follows):
- Building 1 - 10,524.0 SF = 1 p.s. for each 250.0 SF =42.0 = 42 parking spaces
- Building 2 - 2,462.5 SF = " = 9.8 = 10 parking spaces
- Building 3 - 14,558.0 SF = " = 58.2 = 58 parking spaces
- Building 4 - 4,291.0 SF = " 17.16 = 17 parking spaces
- Total SF = 31,835.0 SF = ---------- = 127 parking

spaces

- Parking spaces provided at Regency Square for all buildings square footage of 31,835.00 SF is = 102 Parking spaces (25 parking spaces short on location).
- Total parking spaces provided at Regency Square and Springfield Plaza is a total of = 262 Parking spaces.

Owner/Applicant is providing additional parking at Springfield Plaza (160 parking spaces available within 1000 ft distance as required).

Staff also notes that:
The Special Use Permit is an overlay on the current B-1 zoning and is intended to mitigate any possible impact the use may present to the surrounding area. The location holds a current SUP ordinance 2015-O-136, that is being amended by changing the SUP holder (from Sanlin Properties LTD, to Sanlin Properties LLC); and hours of operation (by adding late hours- Monday thru Sunday with hours of operation from 11:00 a.m., to 2:00 a.m).

P&Z RECOMMENDATION:

The P & Z Commission, in a 7 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION:

Staff supports the proposed Special Use Permit amendment.

Staff recommends issuance of the SUP, and suggests the following conditions:

1. The Special Use Permit is issued to Sanlin Properties LLC, Owner/Applicant and La Mariscana LLC, tenant for La Mariscana Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", suites 101-102 (one unit), which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities; for a restaurant serving alcohol that will be open from Monday thru Sunday with hours of operation from 11:00 a.m., to 2:00 a.m., as further described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The Special Use Permit is restricted to Suites 101-102 (one unit) and limited to 3,052 SF gross area.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
7. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

8. Outdoor music is prohibited. There shall be NO outside speakers and/or ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
9. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu
10. The restaurant shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load.
11. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The restaurant 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 Food Manager License (annual), Food Handler’s Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
14. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
15. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
16. Strobe lights, flashing lights and any other outdoor lighting designated to attract attention are prohibited.
17. Owner shall provide a 7’ high opaque fence along property lines which abut or adjoin any residential zones/uses.
18. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
19. The restaurant La Mariscana LLC., shall maintain and comply with the BLUE GUN sign regulations as per TABC license (not to exceed the required alcohol sales percentage).
20. The restaurant La Mariscana LLC, shall provide the City of Laredo, Planning Department with a copy of the TABC license as soon as acquired, including but not limited to any renewals and/or amendments as required.

IMPACT ANALYSIS

Attachments

Ordinance 2019-O-

Color Maps - ZC-26-2019

Color Pictures - ZC-26-2019

Exhibits A & B - ZC-26-2019

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REPEALING ORDINANCE 2015-O-136 AND AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 1, BLOCK 5, DEL MAR VILLAGE SUBDIVISION, LOCATED AT 120 W VILLAGE BOULEVARD, SUITE 101-102 (ONE UNIT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 1, Block 5, Del Mar Village Subdivision, located at 120 W Village Boulevard, Suite 101-102 (one unit), has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 20, 2019; and,

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

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

WHEREAS, the City Council has held a public hearing on March 18, 2019, on the request and finds the proposed 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: A Special Use Permit is granted for a restaurant selling alcohol on Lot 1, Block 5, Del Mar Village Subdivision, located at 120 W Village Boulevard, Suites 101-102 (as one unit).

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to **Sanlin Properties LLC, Owner/Applicant** for La Mariscana LLC, tenant, for La Mariscana Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", suites 101-102 (one unit), which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities; for a restaurant serving alcohol that will be open from Monday thru Sunday with hours of operation from **11:00 am to 2:00 a.m. as further described in the letter, Exhibit "B", which is made part hereof for all purposes.**
4. The Special Use Permit is restricted to Suites 101-102 (one unit) and limited to 3,052 SF gross area.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
7. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
8. Outdoor music is prohibited. There shall be NO speakers and/or ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

9. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.(attached)
10. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
11. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The restaurant 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 Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
14. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
15. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
16. Strobe lights, flashing lights and any other outdoor lighting designated to attract attention are prohibited.
17. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
18. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
19. The restaurant La Mariscana LLC., shall maintain and comply with the **BLUE GUN** sign regulations as per TABC license (not to exceed the required alcohol sales percentage).
20. The restaurant La Mariscana LLC, **shall provide the City of Laredo, Planning Department with a copy of the TABC license as soon as acquired**, including but not limited to any renewals and/or amendments as required.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all Conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building

Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non--compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the Current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, 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 and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter, as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall

be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve-month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section
24.93.12 (b) (l) (a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (l) (a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24. }3.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the Slime location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b) (3) (b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

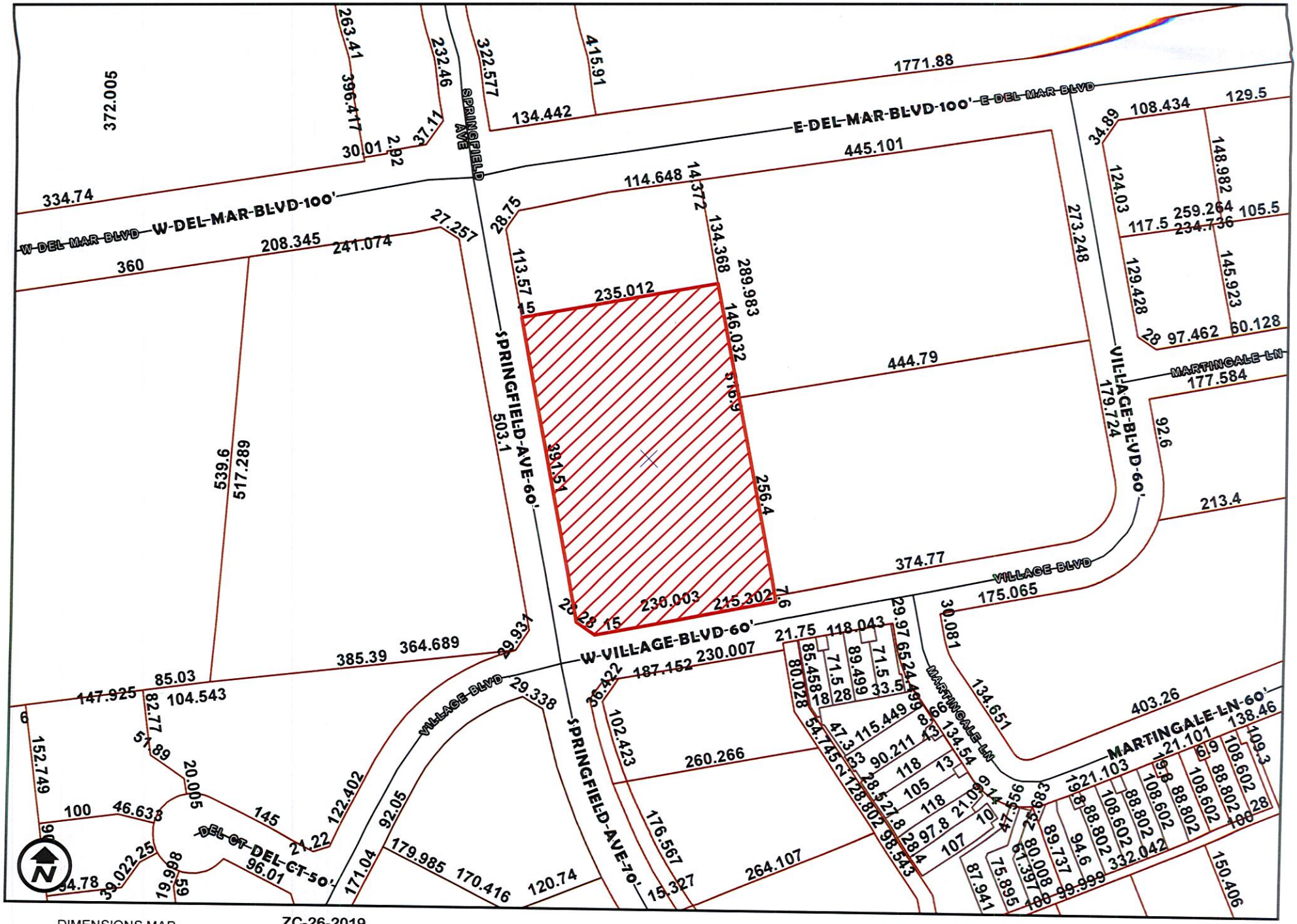
_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

AERIAL MAP

1 inch = 152 feet

ZC-26-2019
COUNCIL DISTRICT 5
120 W. VILLAGE SUITE 101-102

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> EXTEND HOURS OF OPERATION

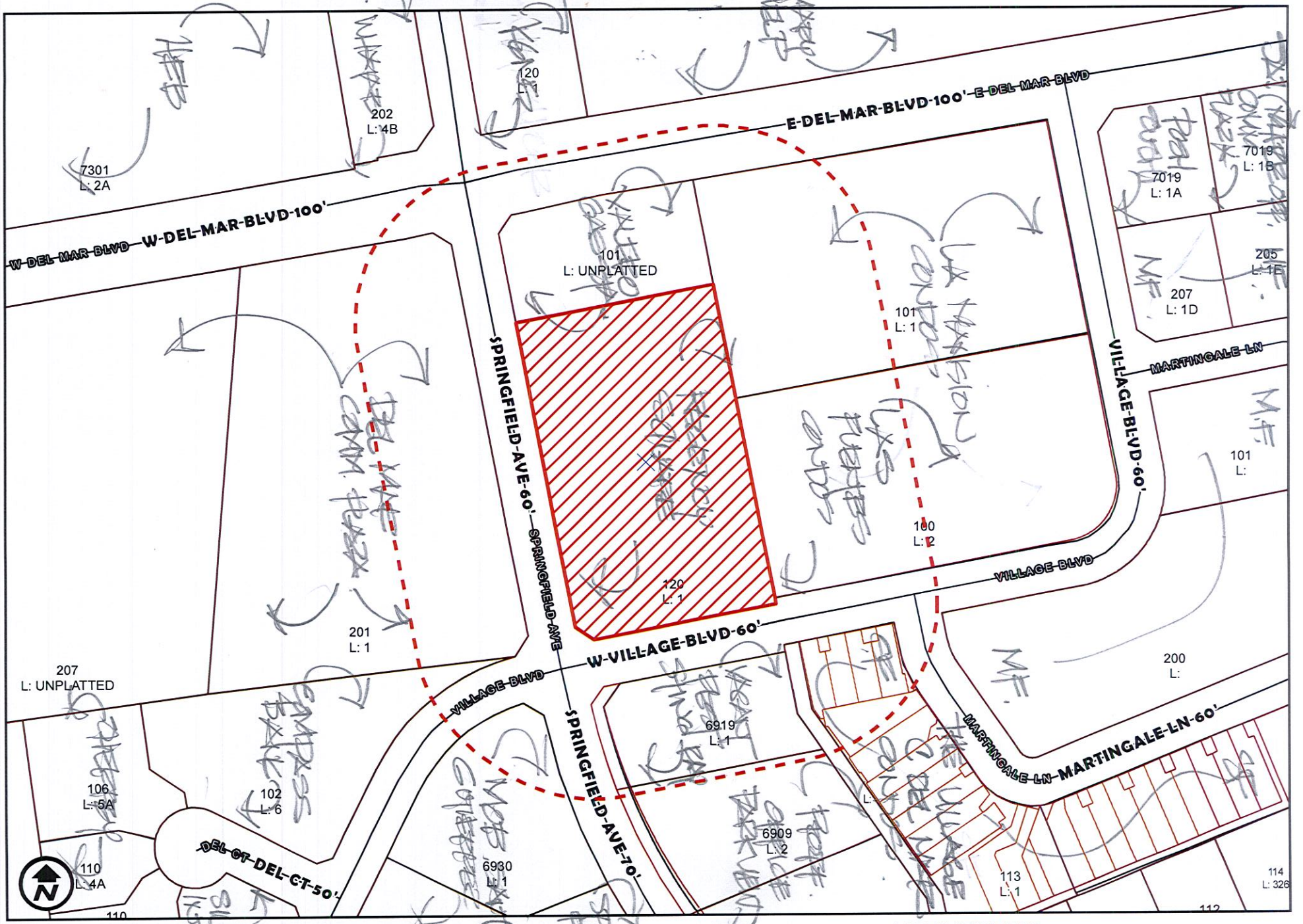


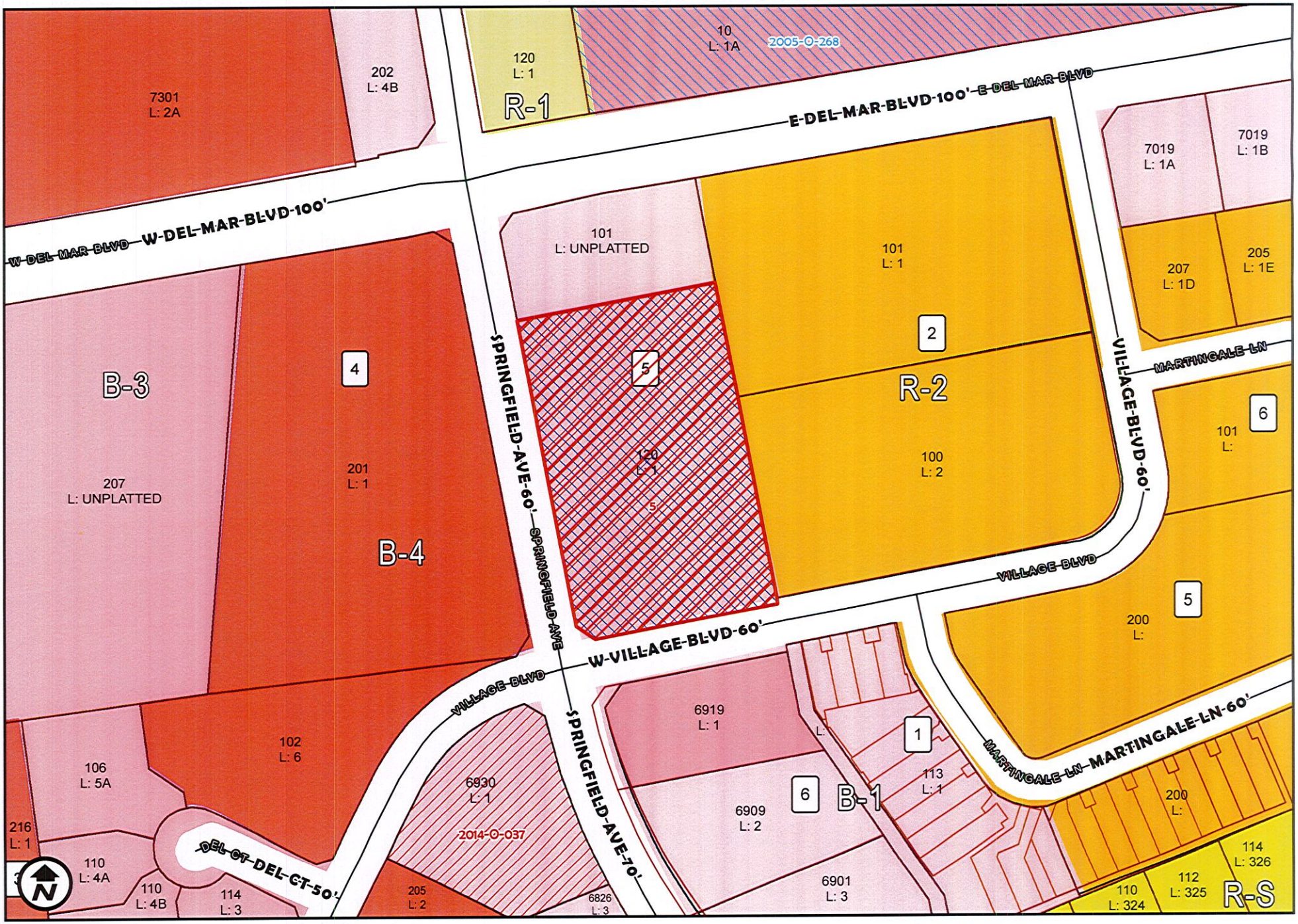
DIMENSIONS MAP

1 inch = 152 feet

ZC-26-2019
COUNCIL DISTRICT 5
120 W. VILLAGE SUITE 101-102

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> EXTEND HOURS OF OPERATION


E-DEL-MAR-BLVD-100'
W-DEL-MAR-BLVD-100'
W-DEL-MAR-BLVD
SPRINGFIELD-AVE-60'
SPRINGFIELD-AVE
VILLAGE-BLVD-60'
MARTINGALE-LN
VILLAGE-BLVD
W-VILLAGE-BLVD-60'
MARTINGALE-LN-60'
SPRINGFIELD-AVE-70'
DEL-CT-DEL-CT-50'
7301
L: 2A
202
L: 4B
120
L: 1
101
L: UNPLATTED
101
L: 1
7019
L: 1A
7019
L: 1B
207
L: 1D
205
L: 1E
100
L: 2
120
L: 1
201
L: 1
207
L: UNPLATTED
106
L: 5A
102
L: 6
110
L: 4A
6930
L: 1
6919
L: 1
6909
L: 2
113
L: 1
114
L: 326
200
L:
101
L:
M.F.
200' NOTIFICATION
1 inch = 152 feet
ZC-26-2019
COUNCIL DISTRICT 5
120 W. VILLAGE SUITE 101-102
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> EXTEND HOURS OF OPERATION

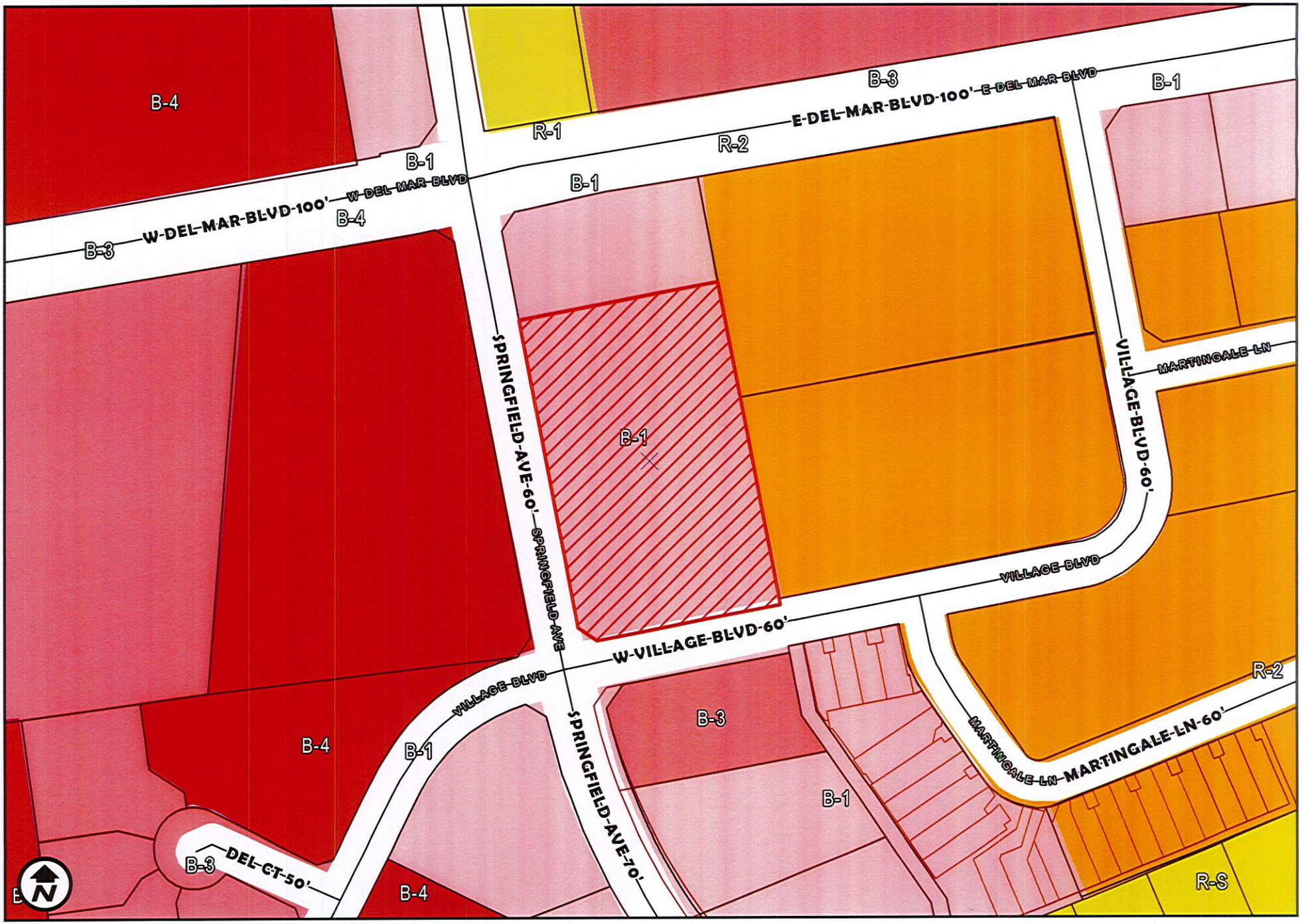


ZONING MAP

1 inch = 152 feet

ZC-26-2019
COUNCIL DISTRICT 5
120 W. VILLAGE SUITE 101-102

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> EXTEND HOURS OF OPERATION

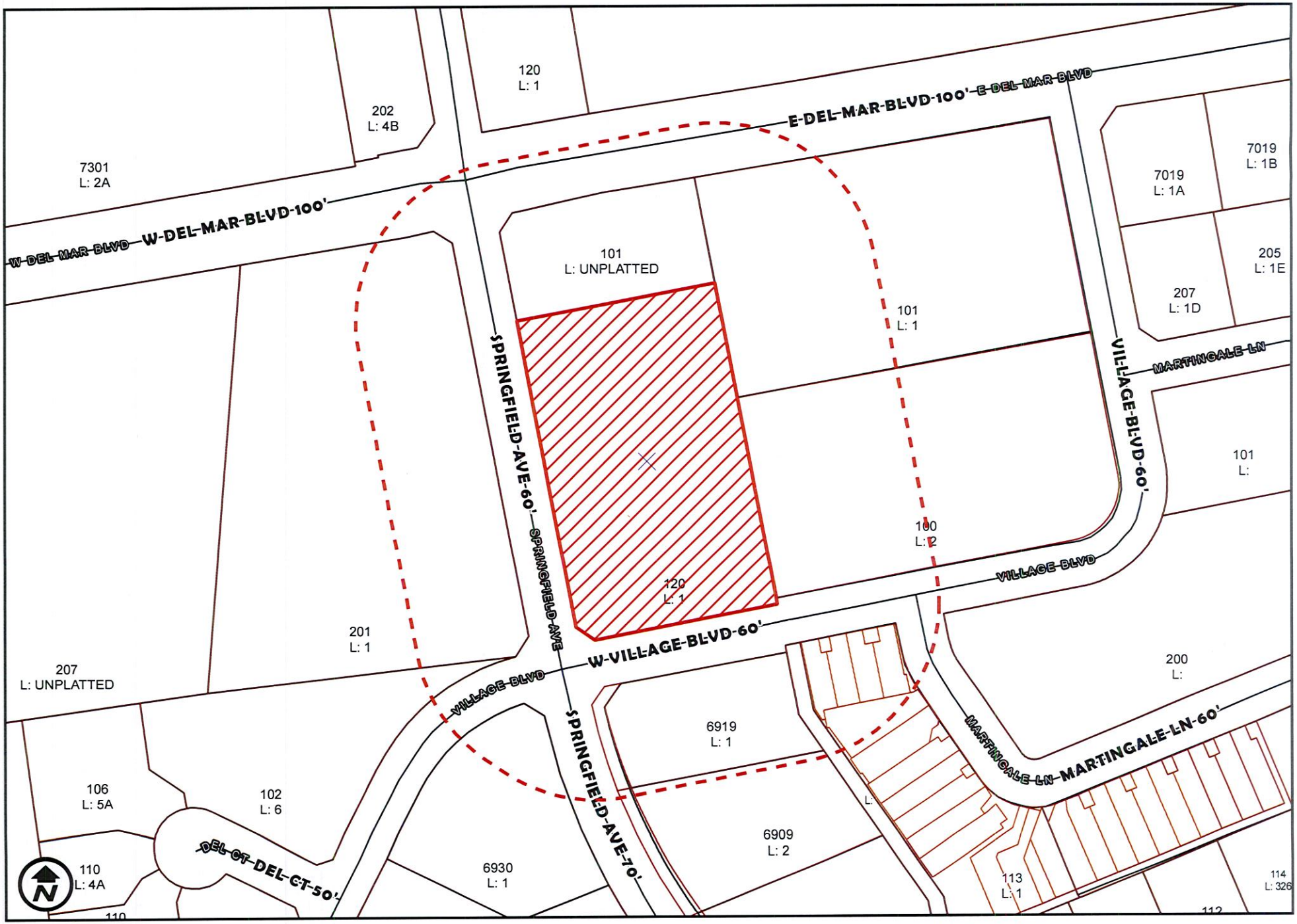


ZONING OVERVIEW

1 inch = 152 feet

ZC-26-2019
COUNCIL DISTRICT 5
120 W. VILLAGE SUITE 101-102

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> EXTEND HOURS OF OPERATION

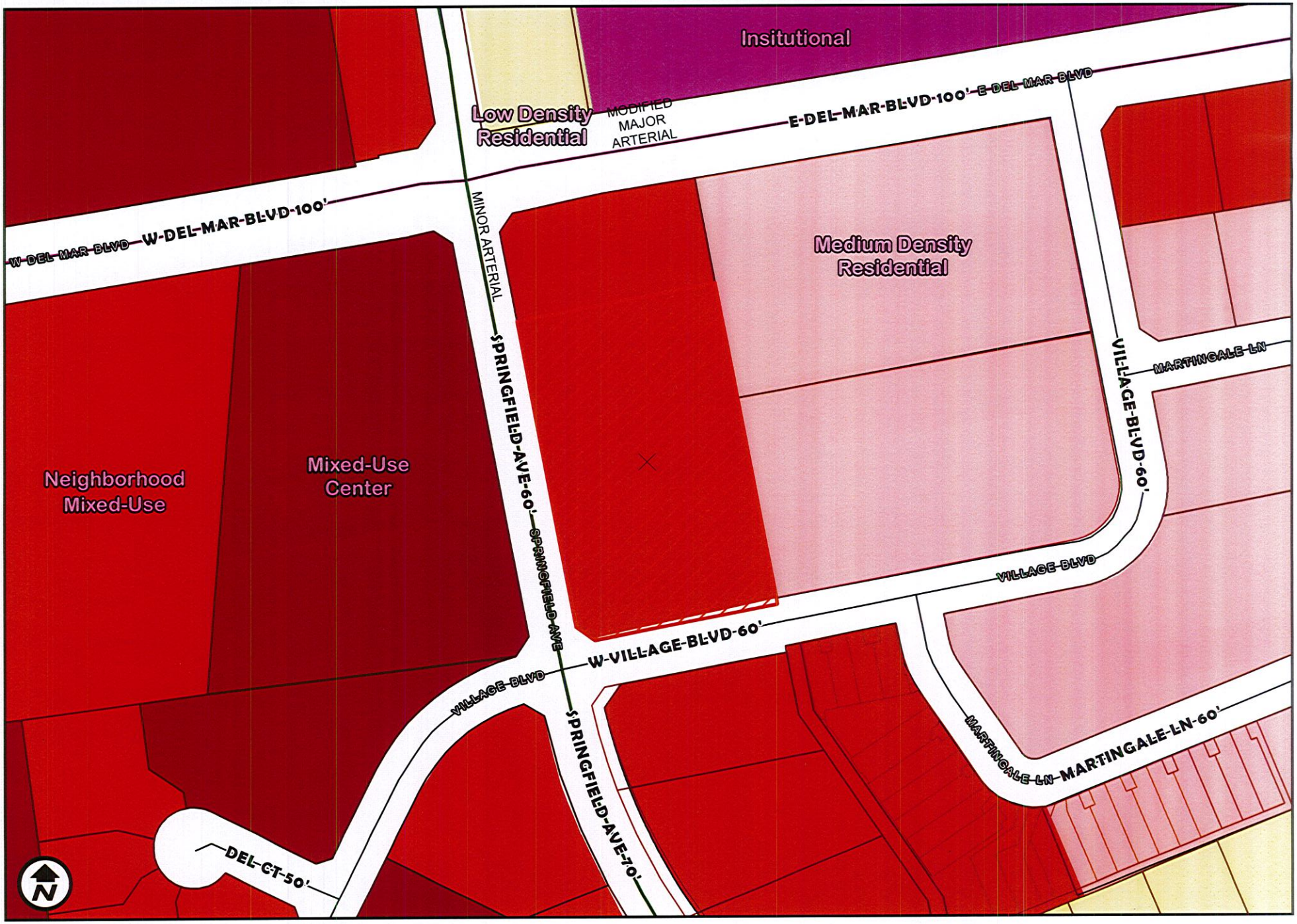


200' NOTIFICATION

1 inch = 152 feet

ZC-26-2019
COUNCIL DISTRICT 5
120 W. VILLAGE SUITE 101-102

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> EXTEND HOURS OF OPERATION



FUTURE LANDUSE MAP

1 inch = 152 feet

ZC-26-2019
COUNCIL DISTRICT 5
120 W. VILLAGE SUITE 101-102

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> EXTEND HOURS OF OPERATION

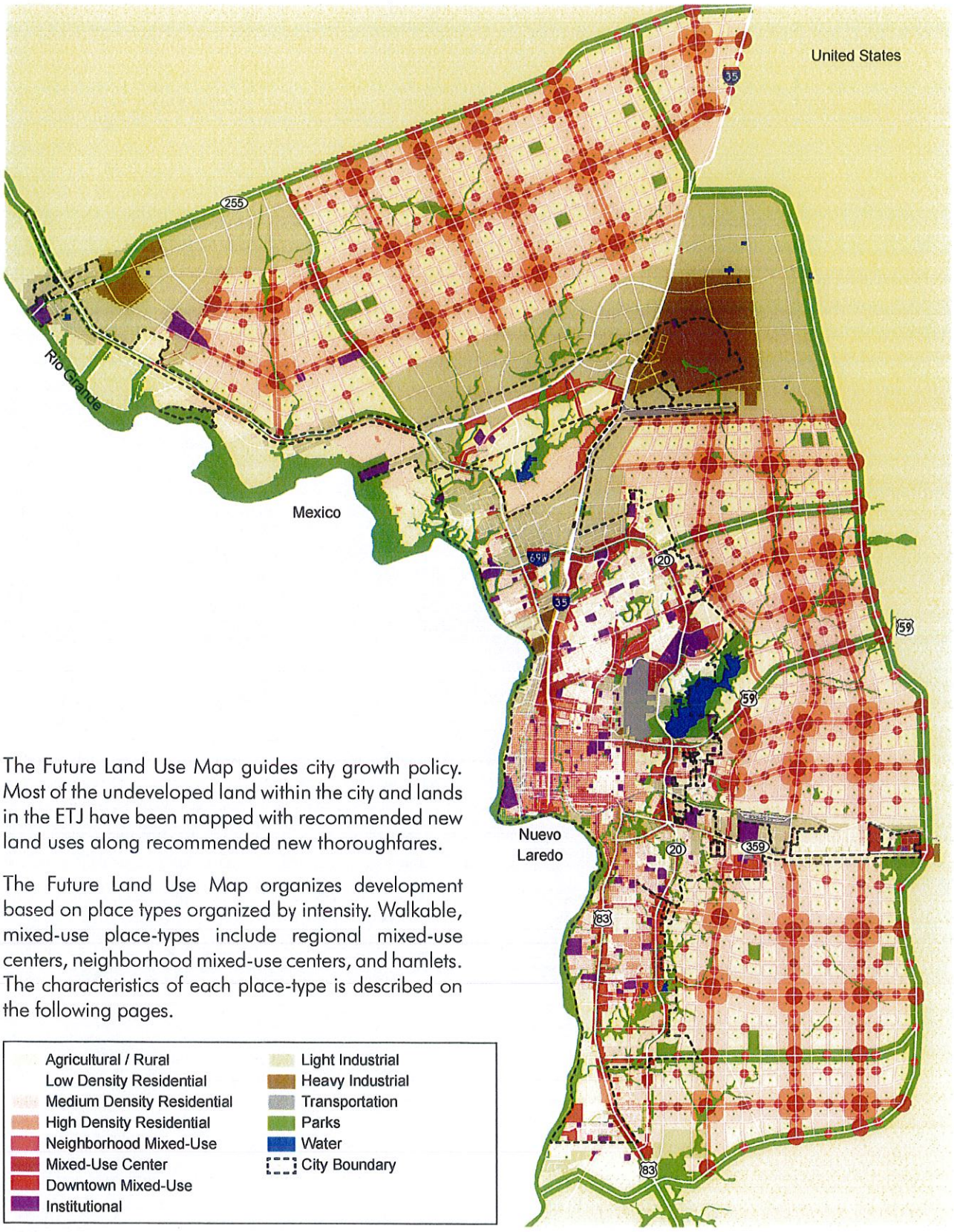
SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

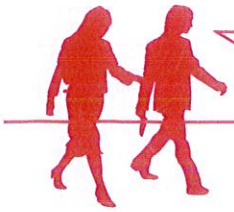
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

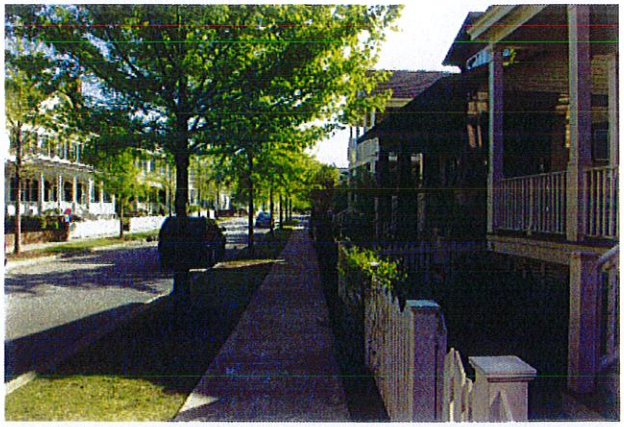
Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

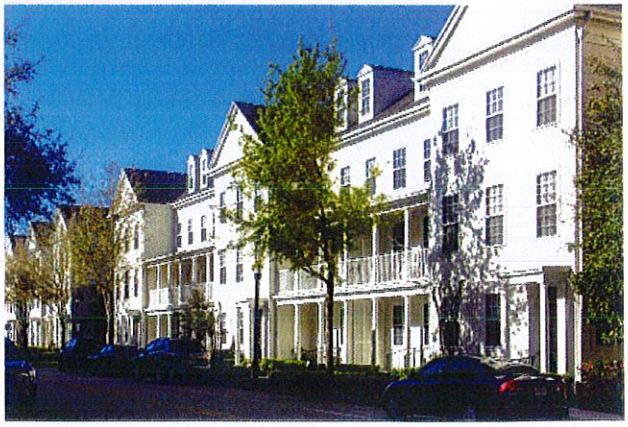
Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.



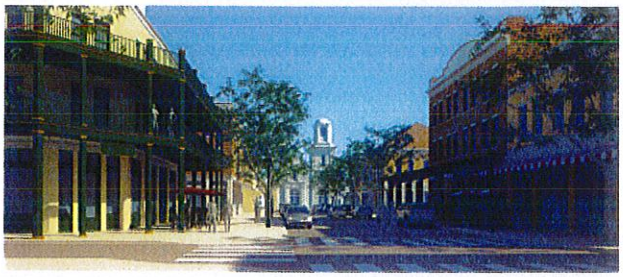
Low Density Residential

Medium Density Residential



High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-26-2019
120 W Village Rd. Suites 101-102 (one Unit)
B-1 to SUP for a Restaurant Serving Alcohol
Amendment to Ordinance 2015-O-136

ZC-26-2019
120 W Village Rd. Suites 101-102 (one Unit)
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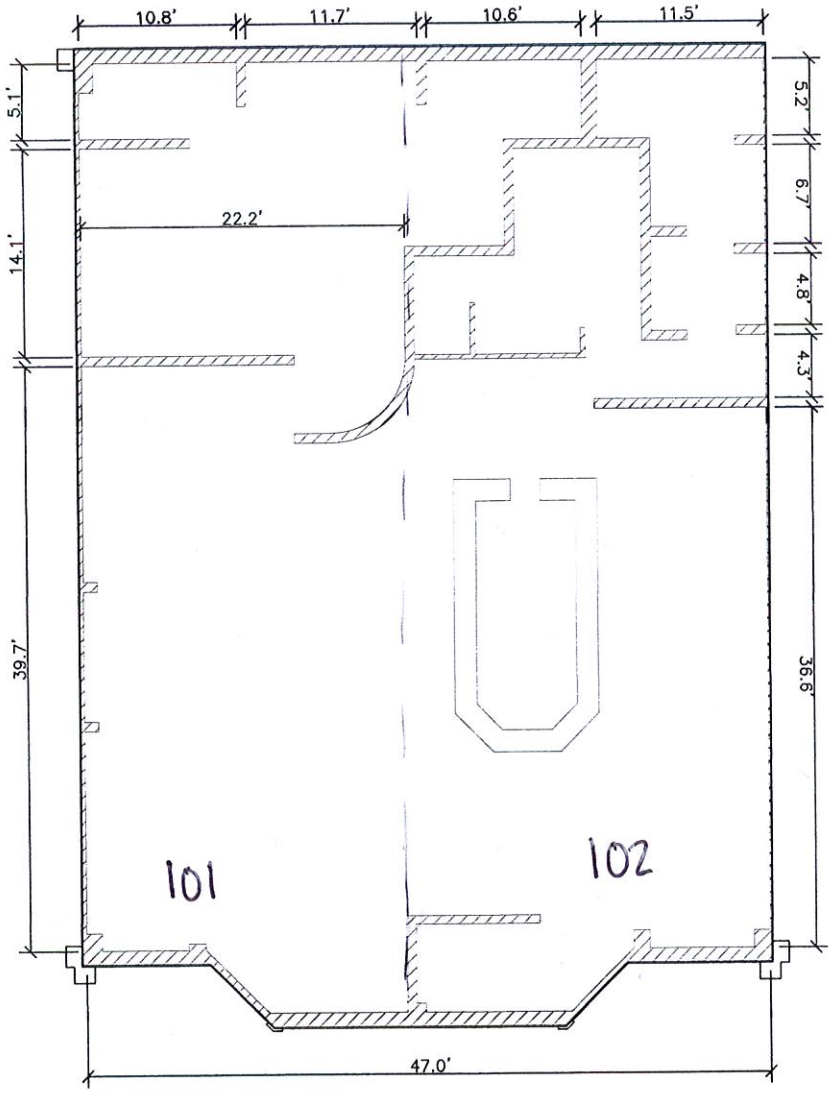


EXHIBIT "A"
UNIT 101-102
(3,052 SQ. FT.)

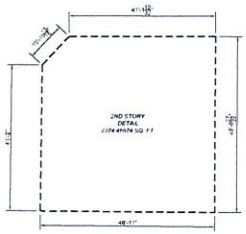
DRAWN BY:	J.A.T.	SCALE:	1"=10'
CHECKED BY:	A.X.C.	JOB #:	8544-15
APPROVED BY:	E.J.G.	FILE NAME:	8544-15 120 W.Village Blvd Ste 101-102.dwg
FIELD DATE:	06/01/2015	SHEET:	1 OF 1

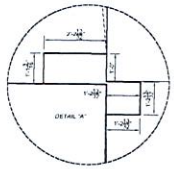
DEL MAR PLAZA COMMERCIAL CONDOMINIUMS
LOT 1, BLOCK 5, DEL MAR VILLAGE SUBDIVISION
RECORDED IN VOL. 18, PAGE 91, W.C.P.R.
CITY OF LAREDO, WEBB COUNTY, TEXAS.

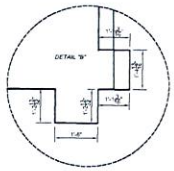
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
www.[illegible]mier-ce.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION

ENGINEERING REGISTRATION No. F-8019 SURVEY REGISTRATION No. 100097-00

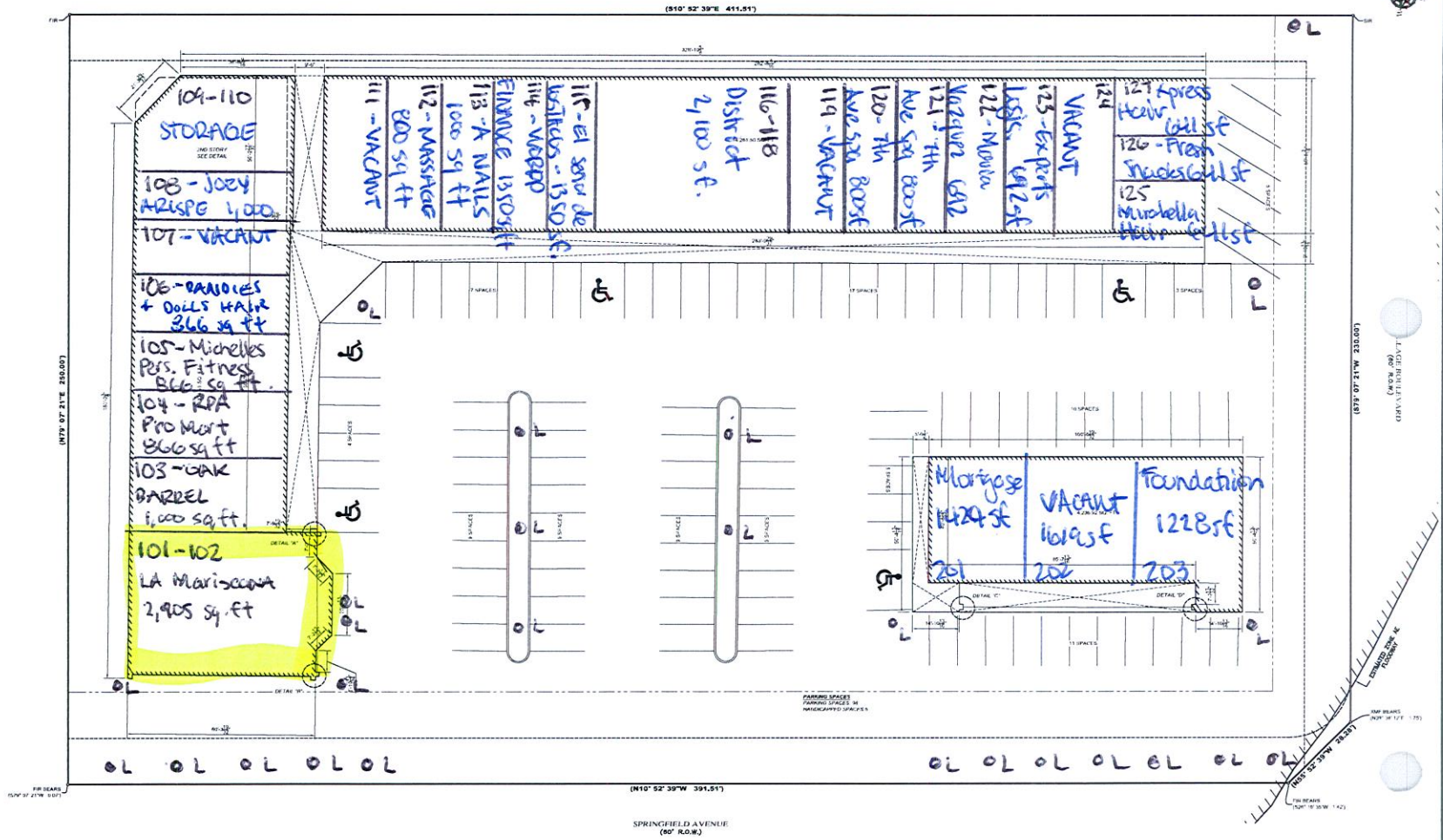
Exhibit A

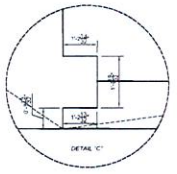


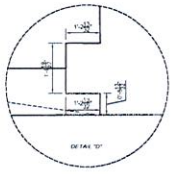




● L = Landscaping / Trees







LEGEND

LEGAL DESCRIPTION
LOT 1, BLOCK 5
DEL MAR VILLAGE SUBDIVISION
AS RECORDED IN VOL. 19 PG. 91 WEBB COUNTY PLAT RECORDS
120 VILLAGE BOULEVARD

DRAWN BY:	AJT.	SCALE:	3/4" = 1'-0"
CHECKED BY:	A.A.C.	JOB #:	3675-16
APPROVED BY:	A.A.C.	FILE NAME:	3675-16 120 VILLAGE BLVD.dwg
FIELD DATE:	07/15/16	SHEET:	1 OF 1

PREMIER
ENGINEERING & SURVEYING
1310 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH. (956) 717-1199 FAX: (956) 717-1196
www.premier-ce.com

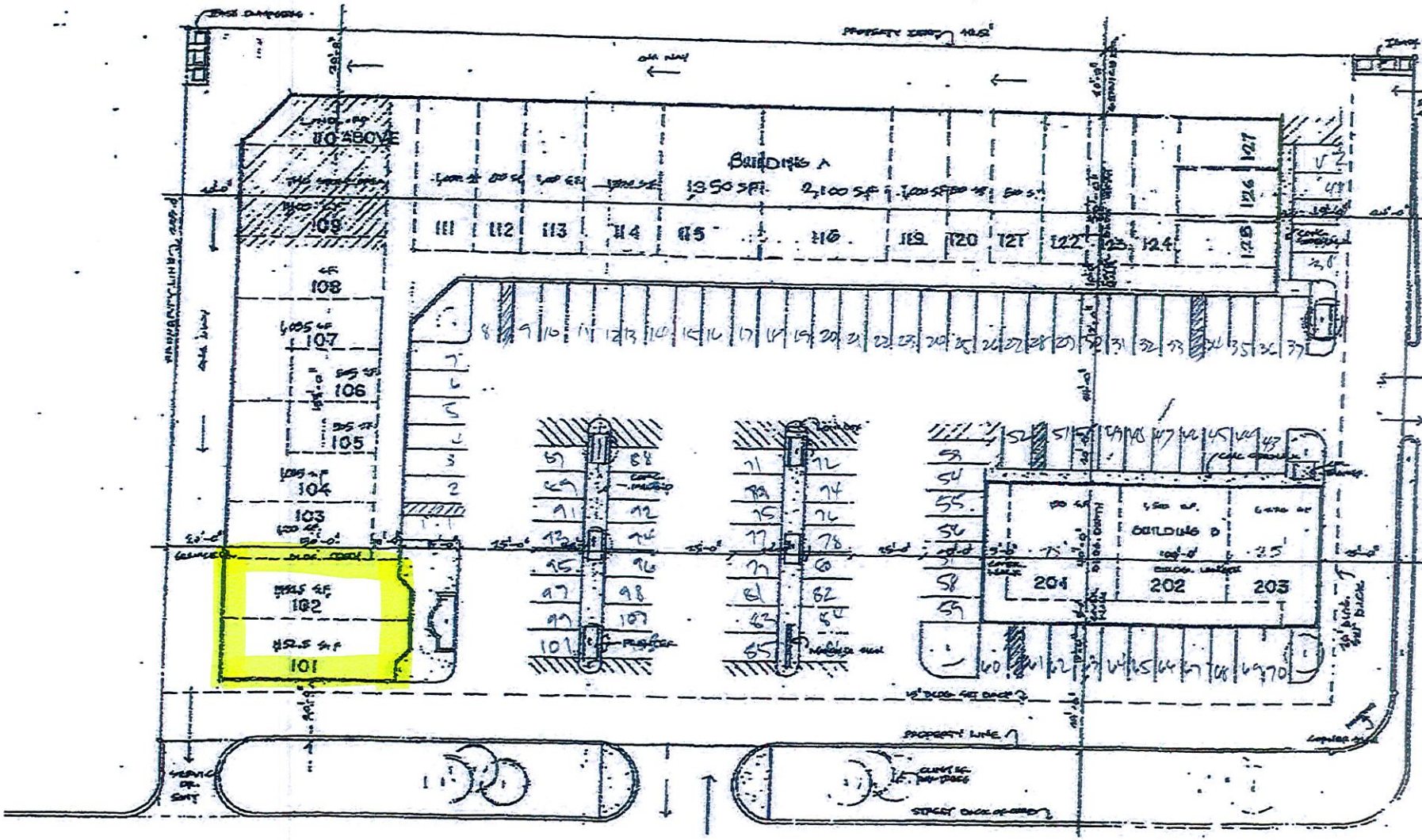


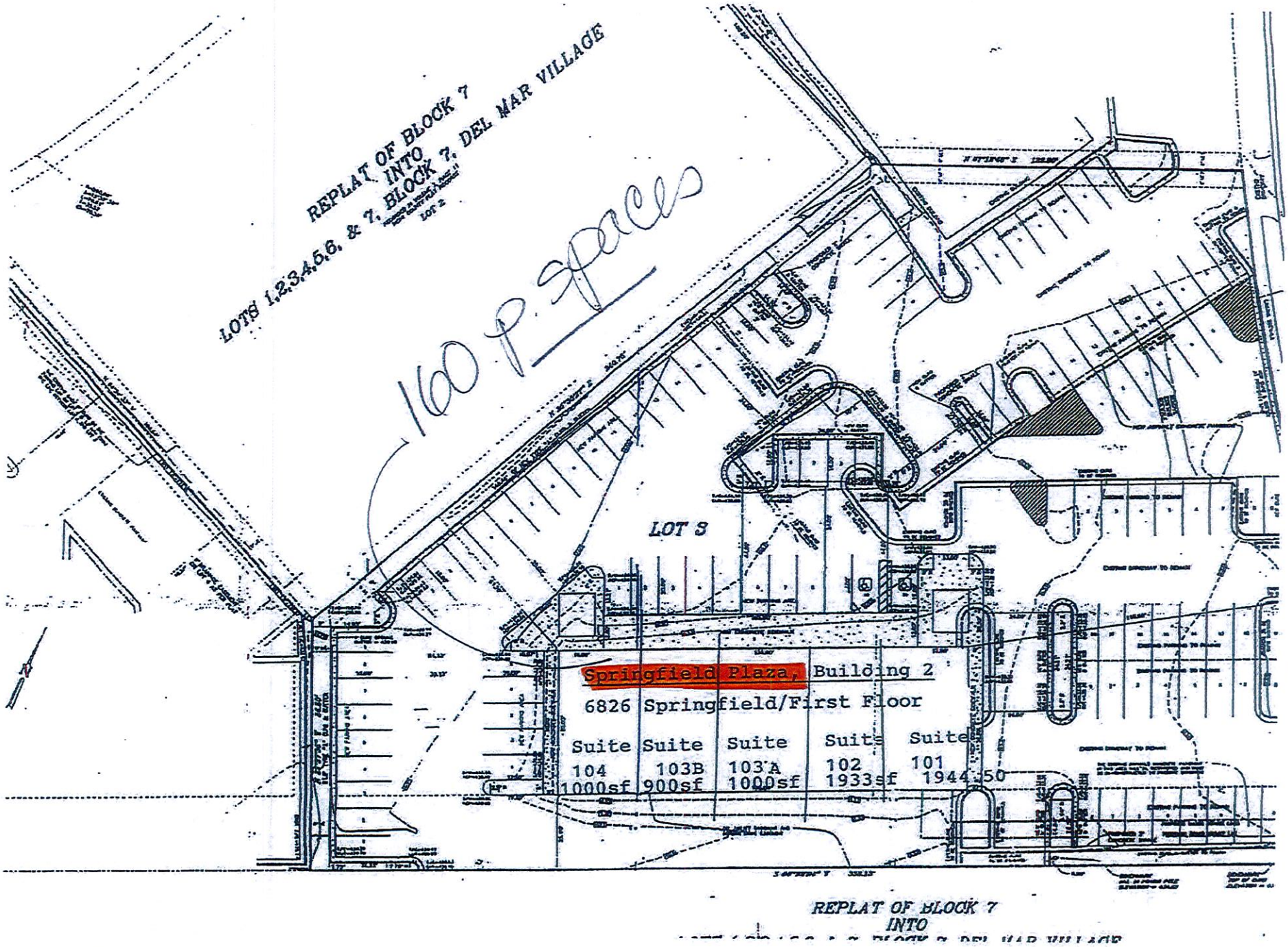
EXHIBIT A

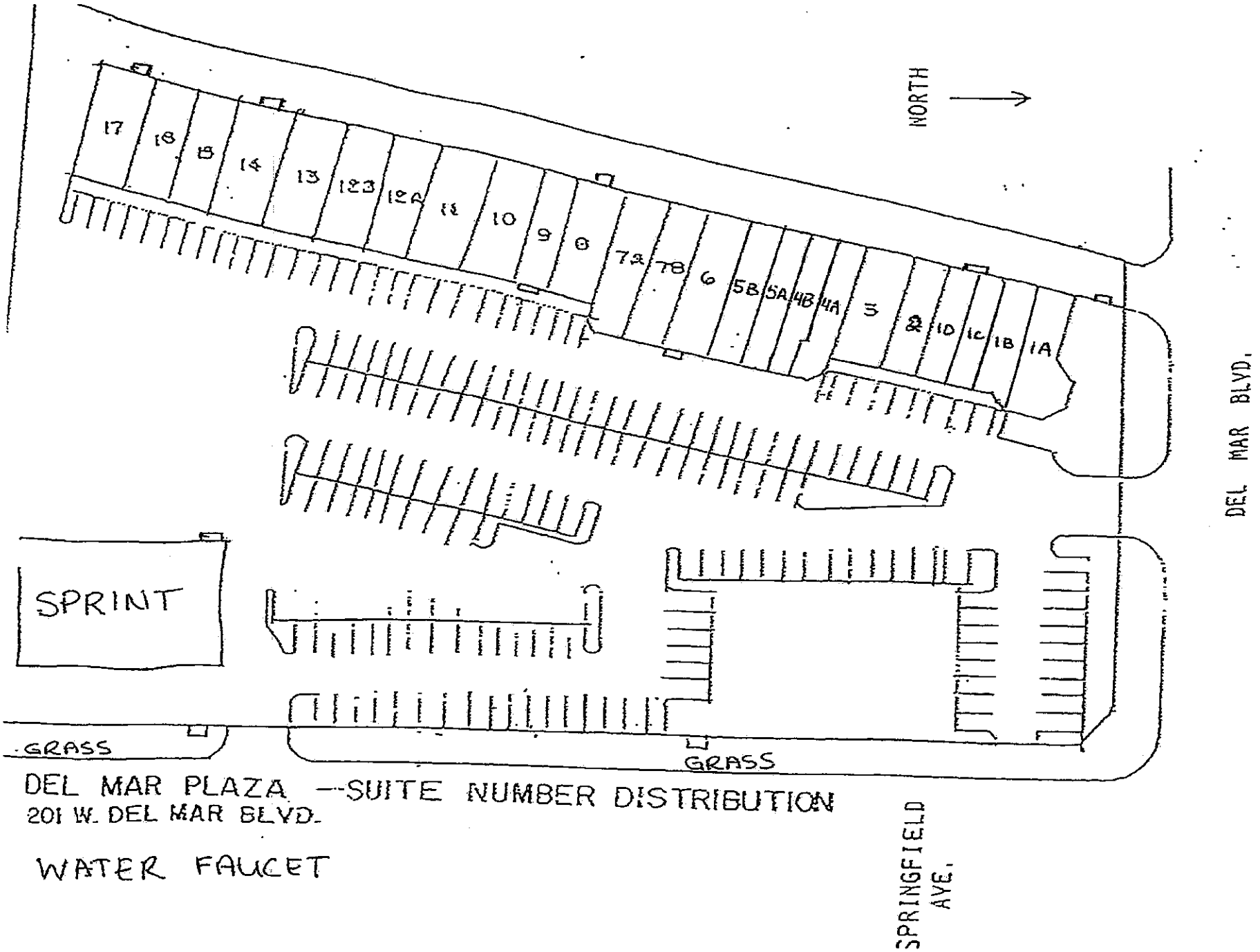
SITE PLAN

120 VILLAGE BLVD.

Regency Square
102 Parking Spaces 10 HC. P. Spaces

09/30/2005 03:37 9567273 PAGE 01
RAMOS GONZALEZ DESIG


REPLAT OF BLOCK 7
INTO
LOTS 1,2,3,4,6,6, & 7, BLOCK 7, DEL MAR VILLAGE
160 P. Spaces
LOT 3
Springfield Plaza, Building 2
6826 Springfield/First Floor
Suite 104 1000sf
Suite 103B 900sf
Suite 103A 1000sf
Suite 102 1933sf
Suite 101 1944.50
REPLAT OF BLOCK 7
INTO



DEL MAR PLAZA --SUITE NUMBER DISTRIBUTION
201 W. DEL MAR BLVD.

WATER FAUCET

1/15/19

TO: CITY OF LAREDO

FROM: J. SANTIAGO GUTIERREZ, MD – OWNER
LINDA GUTIERREZ – OWNER AND GENERAL MANAGER
OF
GUTIERREZ RENTALS, LTD (SPRINGFIELD PLAZA)
GUTIERREZ ENTERPRISES, LTD (DEL MAR PLAZA)
SANLIN PROPERTIES, LTD (REGENCY SQUARE)

RE: PARKING AVAILABILITY FOR REGENCY SQUARE PATRONS IMMEDIATELY ACROSS THE STREET AT SPRINGFIELD PLAZA, Buildings A, B, & C PARKING LOTS (owned by same owners for more than twenty years).

We desire to offer extra parking available at the Springfield Plaza across the street to all tenants and their patrons from Regency Square.

During the day Regency Square' parking lot is mostly empty even with restaurants there. At night only ¼ of the parking lot is full. There is plenty of parking there now, but if there were to be a day or full night of parking, the Springfield Plaza can accommodate extra parking during the day since the parking lot is half empty during the day, and **AN EXTRA 157 cars** at night, with its 157 parking space capacity, when all the offices are closed at six pm.

At any given night, we see cars parked at Springfield Plaza already even if there is parking at Regency Square because patrons prefer to park across the street and walk to Regency Square. We've always permitted it because we know they are patrons of our other properties. Furthermore, we incorporate a provision in Regency Square leases that parking is available at the Springfield Plaza for employees and patrons. We also send memos to restaurants and amusement centers about the availability of extra parking at the Springfield Plaza.

1) ***BUILDING A*** - 6930 SPRINGFIELD – DR. GUTIERREZ' PARKING AREA at the Springfield Plaza

2) ***BUILDING B*** - 6828 SPRINGFIELD – MEDICAL OFFICE BUILDING PARKING at the Springfield Plaza

*** Parking spaces - combined for Bldg A & B is 52 parking spaces

3) ***BUILDING C*** - 6826 SPRINGFIELD – COMMERCIAL OFFICES' PARKING at the Springfield Plaza -

*** Parking spaces - 105 parking spaces

In short, at the ***SPRINGFIELD PLAZA- there are 157 PARKING SPACES AVAILABLE to Regency Square patrons especially after 6 pm.***

NOTE: All these three buildings share parking lots and parking spaces during the day and are all closed by 6 pm. Bldg A and B sit on same lot with parking wrapped around, and have 52 parking spaces; Bldg C is on an adjoining lot but it shares its parking spaces with Bldgs A & B since the parking was designed to be shared by Bldgs A, B & C and these properties are adjoined and owned by the same persons. Also, the tenants are either doctors or business offices. None of these tenants are open past 6 pm. It has been like this for past twenty years. We have no plans of selling our properties, and there is a provision in each lease that provides for leases to be honored by future owners if a sale ever occurred.

We ask the City to permit us to lease to a pizza parlour at Regency Square, and we offer this memo/letter as owners of the Springfield Plaza and Regency Square as justification of sufficient parking available.

La Mariscana
120 W. Village Blvd Suite 101-102
Laredo, Tx – 78041

January 22, 2019.

La Mariscana restaurant has been opened since December 2015 under Jose Guarino Cavazos and Jose Damian Navarrete with 9 employees working for the restaurant. We are looking to extend our operating hours until 2 a.m. Monday thru Sunday in an effort to increase business and banquet events at the restaurant. We acquired our S.U.P. for restaurant serving alcohol Ordinance No. 2015-O-136 on October 5, 2015. We are applying for an amendment to extend our operating hours until 2 a.m. Monday thru Sunday in an effort to increase business and banquet events at the restaurant. We have had no issues with tenants and neighbors since our business has been open in 2015 and have operated following all the rules set forth by our current S.U.P.

Jose Guarino Cavazos

01/22/19
Date

Jose Damian Navarrete

1-22-19
Date

Exhibit B

City Council-Regular **8.**

Meeting Date: 03/18/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: TDB Land Holdings, LTD./Andrew Brittingham, Owner/Applicant and Howland Engineering/Ricardo M. Villarreal, Representative

Prior Action: None.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 77.71 acres out of Lot 1, Block 1, San Isidro Southwest Subdivision, Phase II, located at 9819 San Dario Ave., from B-4 (Highway Commercial District) to R-1A (Single family Reduced Area District); providing for publication and effective date.

Planning & Zoning recommended **approval** of the zone change and **staff supports** the application.

ZC-23-2019
District VI

BACKGROUND:

Council District: VI – The Honorable Dr. Marte Martinez

Proposed use: residential

Site: The site is currently raw undeveloped land.

Surrounding land uses: North, south, east and west of the property there is vacant undeveloped land.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identifies San Isidro Parkway as a Minor Arterial and Interstate 35 as an Freeway, southwest of the property.

Letters sent to surrounding property owners: 3

In Favor: 0
Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change and considers it appropriate at this location for the following reasons:

1. The proposed R-1A District is in conformance with the Comprehensive Plan's designation of this area as Mixed Use Center (that includes all zoning districts with the exception of M-1, M-2. AH, AN, FH, OG, and B-4 allowed with exceptions**.
2. The proposed zoning is compatible with residential uses in the area.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 7 to 0 recommends approval of the zone change.

STAFF RECOMMENDATION:

Staff supports the proposed zone change.

IMPACT ANALYSIS

R-1A (Single Family Reduced Area District): The purpose of the R-1A District (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4,500 square feet.

Is this change contrary to the established land use pattern?
No. The existing uses along this area are single family residential along east of I-35, and some light manufacturing across I-35, west of the property.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is an R-1A in the area, across the proposed extension of Springfield Ave. east of the property.

Will change adversely influence living conditions in the neighborhood?
No, the area is already a residential use in nature.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing B-4(Highway Commercial District) does not allow residential use; and the property owner wants to introduce residential use.

R-1A (Single Family Reduced Area District) Zoning District
(Permitted Uses as per **Section 24.63** of the Laredo LDCB)

AGRICULTURE
Greenhouse (Non-Retail/Hobby)

RESIDENTIAL
Single Family Detached
Single Family Zero Lot Line
Single Family Townhouse
Garage Conversion
Accessory Building/Structure
Home Occupation A
College Dormitory (On Campus)(Overlay Zones)
Registered Child-Care Home/Licensed Child Care Home

INSTITUTIONAL/GOVERNMENT
Emergency Ambulance Service
Post Office (Governmental)
Utility Distribution Line
Sewage Pumping Station (Lift Station)
Water Buster Station
Elementary School, K thru 6 (Public & Private)
Middle School, 6 thru 9 (Public & Private)
High School 9 thru 12 (Public & Private)
College (Community or Junior)
University (Four Year)
Orphanage
Community Center
Civic Club
Philanthropic Organization
Church/Sanctuary
Church Affiliated uses
Classrooms for Sunday School
Rectory/Parsonage
Library

OFFICE
Insurance Agency Offices (Temporary)

MANUFACTURING MINING/CONSTRUCTION)
Oil and/or Gas Extraction (SUP)
Contractor's On Site Construction Office (Temporary)

AMUSEMENT/RECREATION
Museum/Other than Wax

Art Gallery
Recreational Club (Members Only)
Swimming Pool (Public)
Park and/or Playground (Public)
Park or Playground (Private)

COMMUNICATIONS

Amateur Radio Station Operator (less than 50’ ant.)
Antenna 30’ or less for home. (TV/Radio)
Antenna or Communication Tower on property owned, leased or controlled by the City of Laredo.
Cable Microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require a tower.

Builders Directional Signs, Contractor’s Signs, Portable Signs, Political Signs, Real Estate for Sale,
Owner Identification, Farm Produce for Sale, Professional Identification, Official and Institutional
Non-Profit.

Attachments

Ordinance 2019-O-
Dim. Standards R-1A
Color Maps - ZC-23-2019
Color Pictures - ZC-23-2019
Exhibit A - ZC-23-2019

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 77.71 ACRES, OUT OF LOT 1, BLOCK 1, SAN ISIDRO SOUTHWEST SUBDIVISION, PHASE II, FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT 9819 SAN DARIO AVE., FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximately 77.71 acres, out of Lot 1, Block 1, Southwest Subdivision, Phase II, further described by metes and bounds in attached Exhibit "A", located at 9819 San Dario Ave., from B-4 (Highway Commercial District) to R-1A (Single Family Reduced Area District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 20, 2019; 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 March 18, 2019, 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; 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 rezoning, approximately 77.71 acres, out of Lot 1, Block 1, Southwest Subdivision, Phase II, further described by metes and bounds in attached Exhibit "A", located at 9819 San Dario

Ave., from B-4 (Highway Commercial District) to R-1A (Single Family Reduced Area District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			85.72		Minimum Lot Depth										

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in Table 503 in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

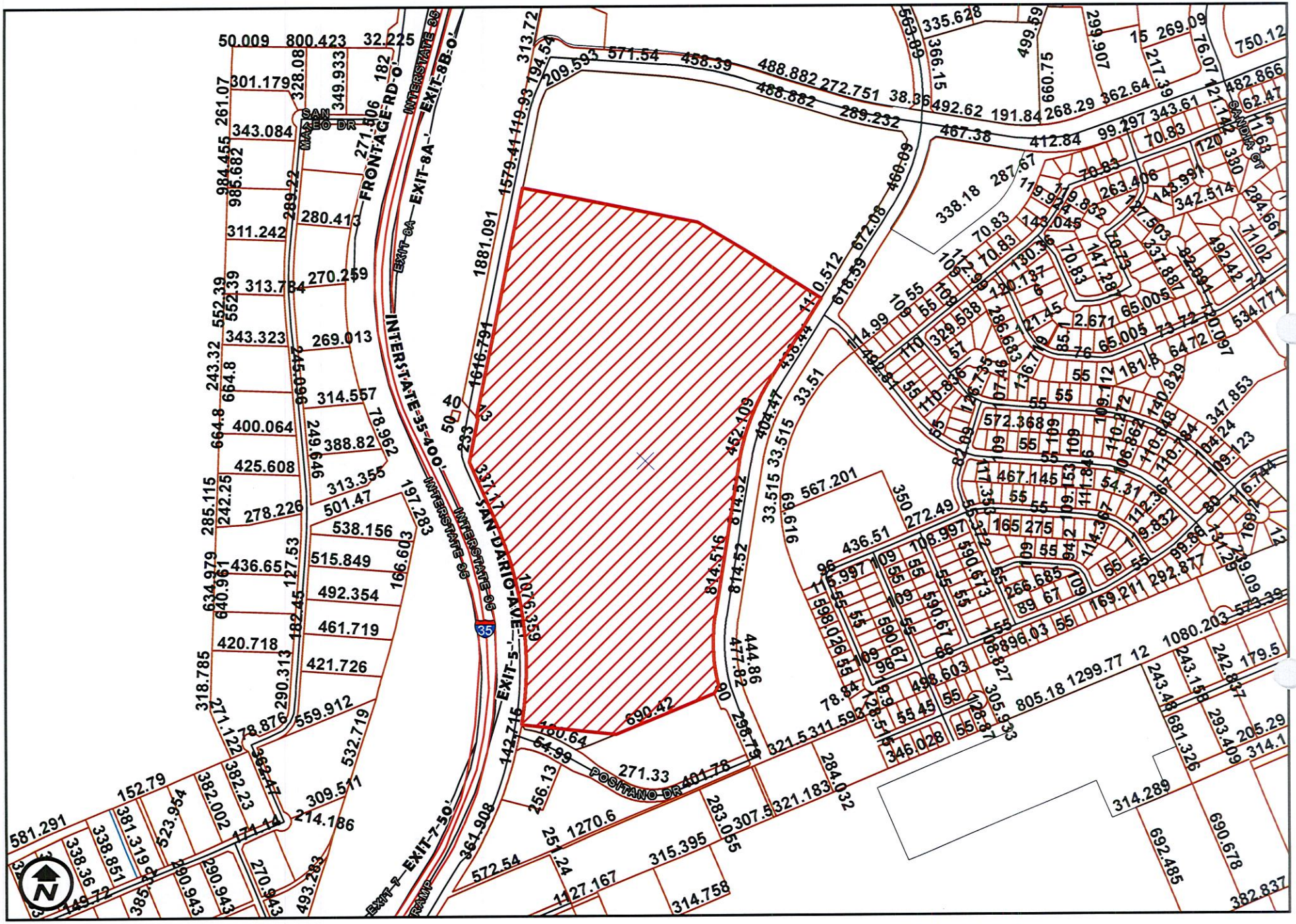
Date: 11/22/93 (Amended: 2/05/01, 2001-O-036; 9/15/03, 2003-O-217; 7/06/04, 2004-O-157; 7/6/10, 2010-O-084; 9/21/15, 2015-O-126)

Land Use Charts

AERIAL MAP
1 inch = 634 feet

ZC-23-2019
COUNCIL DISTRICT 6
9819 SAN DARIO AVE 77.71 ACRES OUT OF BLK 1, LT 1

APPLICATION FOR
B4 (HIGHWAY COMMERCIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)


INTERSTATE-35-400'
INTERSTATE 35
INTERSTATE 35
FRONTAGE RD-O'
EXIT-8A'
EXIT-8B-O'
EXIT-8A
EXIT-8A
SAN DARIO AVE
EXIT-5'
EXIT-7-50'
EXIT-7
RAMP
MALO SAN DR
POSTANO DR
SANDIA ST
1881.091
1579.41
1119.93
313.72
209.593
571.54
458.39
488.882
272.751
38.35
492.62
191.84
268.29
362.64
343.61
482.866
62.47
1168.5
750.12
269.09
217.39
15
76.07
121.142
335.628
366.15
563.89
499.59
660.75
299.907
288.232
467.38
412.84
99.297
70.83
287.67
338.18
460.09
672.08
618.59
110.512
436.44
404.47
33.51
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33.515
462.109
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814.52
444.86
411.82
90
1616.791
233
337.17
109.529
197.283
166.603
1270.6
1127.167
572.54
361.908
442.715
256.13
690.42
180.64
64.99
271.33
401.78
296.79
321.5
311.593
284.032
321.183
307.5
283.055
315.395
314.758
314.289
692.485
690.678
382.837
805.18
1299.77
1080.203
243.158
681.326
242.837
179.5
293.409
205.29
314.1
1089.827
305.933
346.028
128.87
498.603
78.84
169.211
292.877
256.685
1089.6.03
567.201
272.49
436.51
467.145
572.368
347.853
984.455
985.682
261.07
301.179
328.08
349.933
343.084
271.506
182
280.413
289.22
311.242
270.259
313.784
552.39
552.39
343.323
269.013
245.096
243.32
664.8
664.8
314.557
400.064
388.82
249.946
78.962
425.608
313.355
501.47
278.226
242.25
285.115
538.156
515.849
492.354
461.719
421.726
559.912
532.719
309.511
214.186
171.14
382.223
382.002
362.47
278.876
271.122
290.313
182.45
127.53
436.657
640.961
634.979
420.718
318.785
152.79
381.319
338.851
523.954
581.291
338.36
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290.943
290.943
270.943
493.283
1171.82
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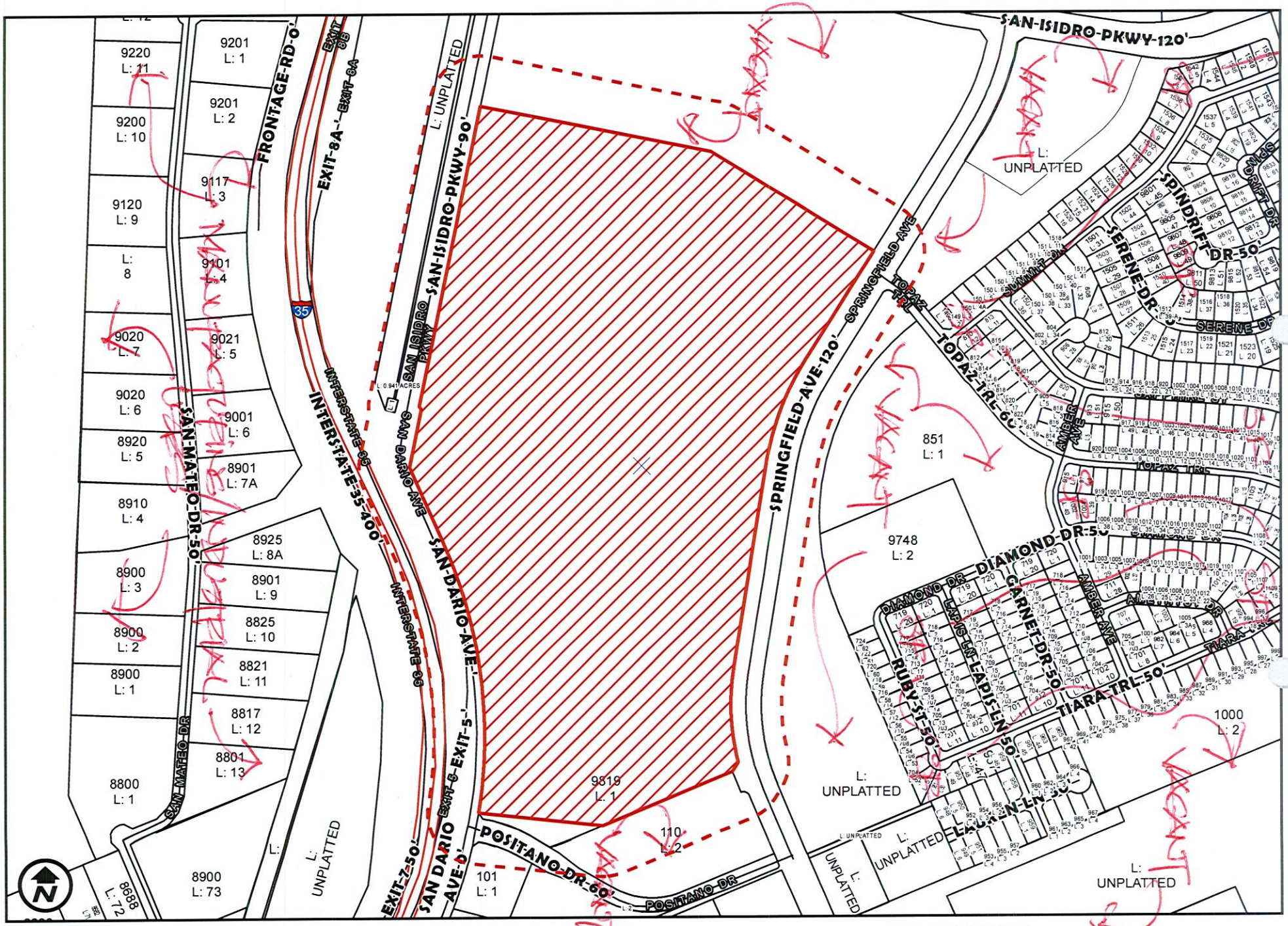
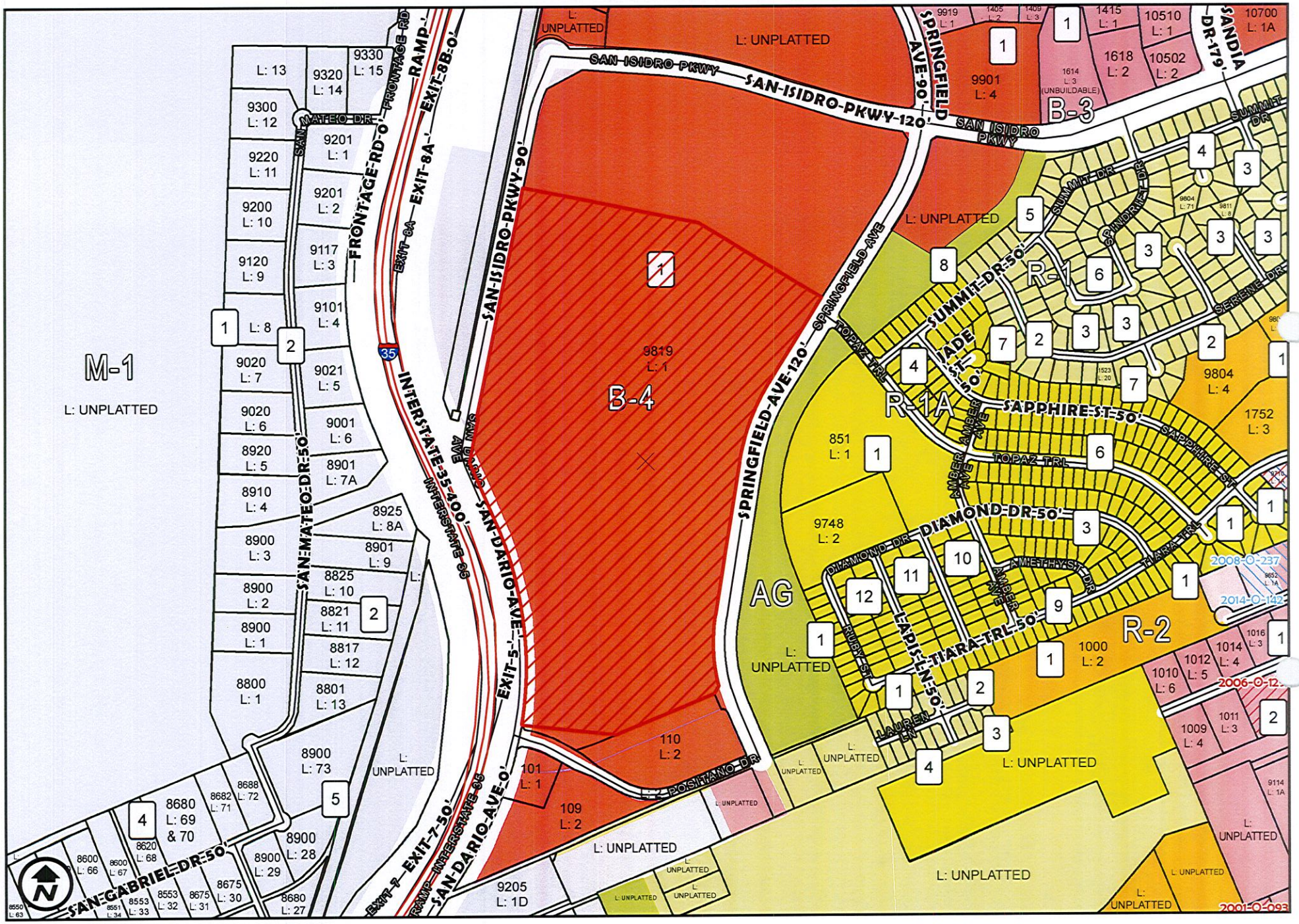


200' NOTIFICATION
1 inch = 479 feet

ZC-23-2019
COUNCIL DISTRICT 6
9819 SAN DARIO AVE 77.71 ACRES OUT OF BLK 1, LT 1

APPLICATION FOR
B4 (HIGHWAY COMMERCIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING MAP
1 inch = 634 feet

ZC-23-2019
COUNCIL DISTRICT 6
9819 SAN DARIO AVE 77.71 ACRES OUT OF BLK 1, LT 1

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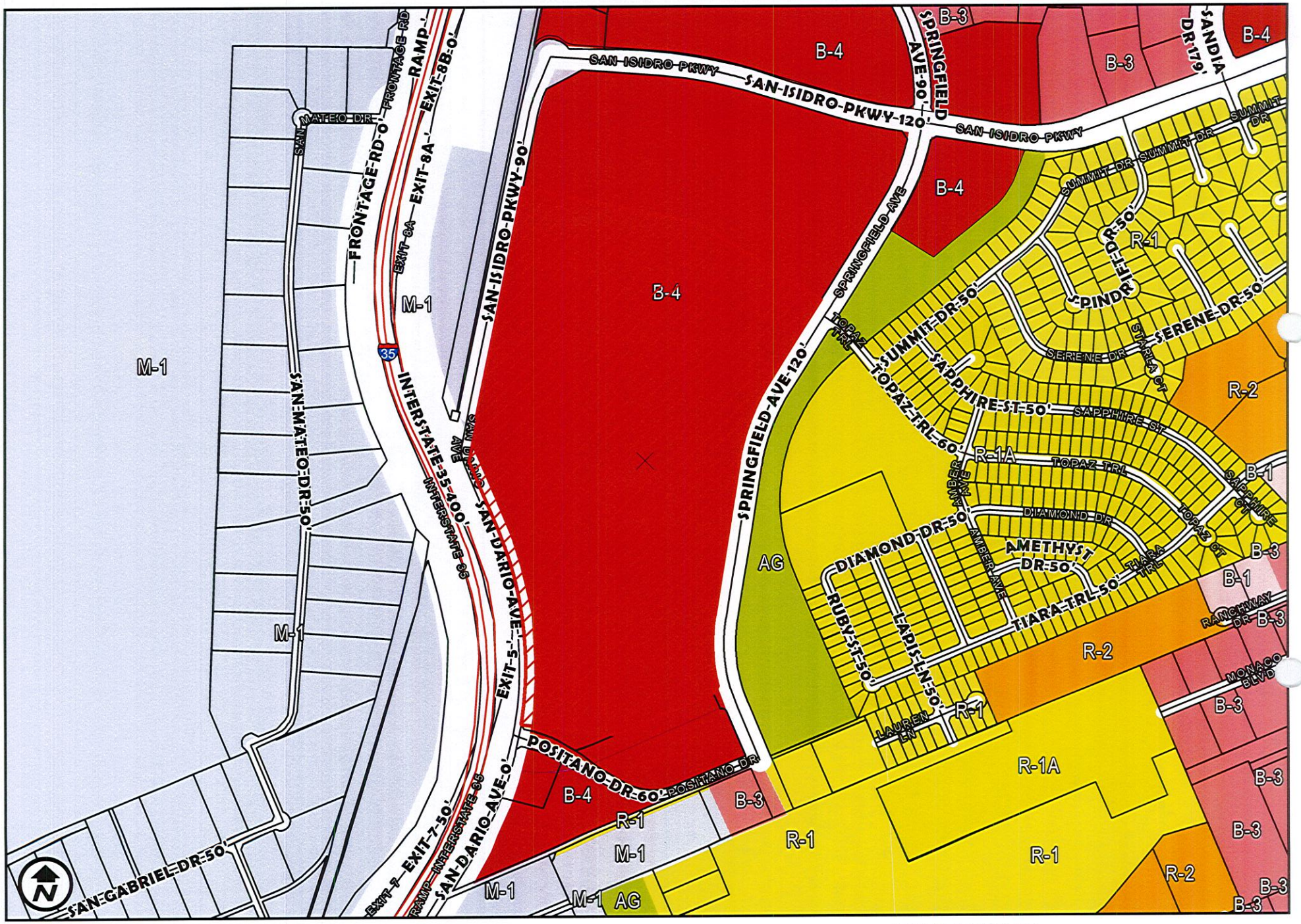

ZONING OVERVIEW
1 inch = 634 feet

ZC-23-2019
COUNCIL DISTRICT 6
9819 SAN DARIO AVE 77.71 ACRES OUT OF BLK 1, LT 1

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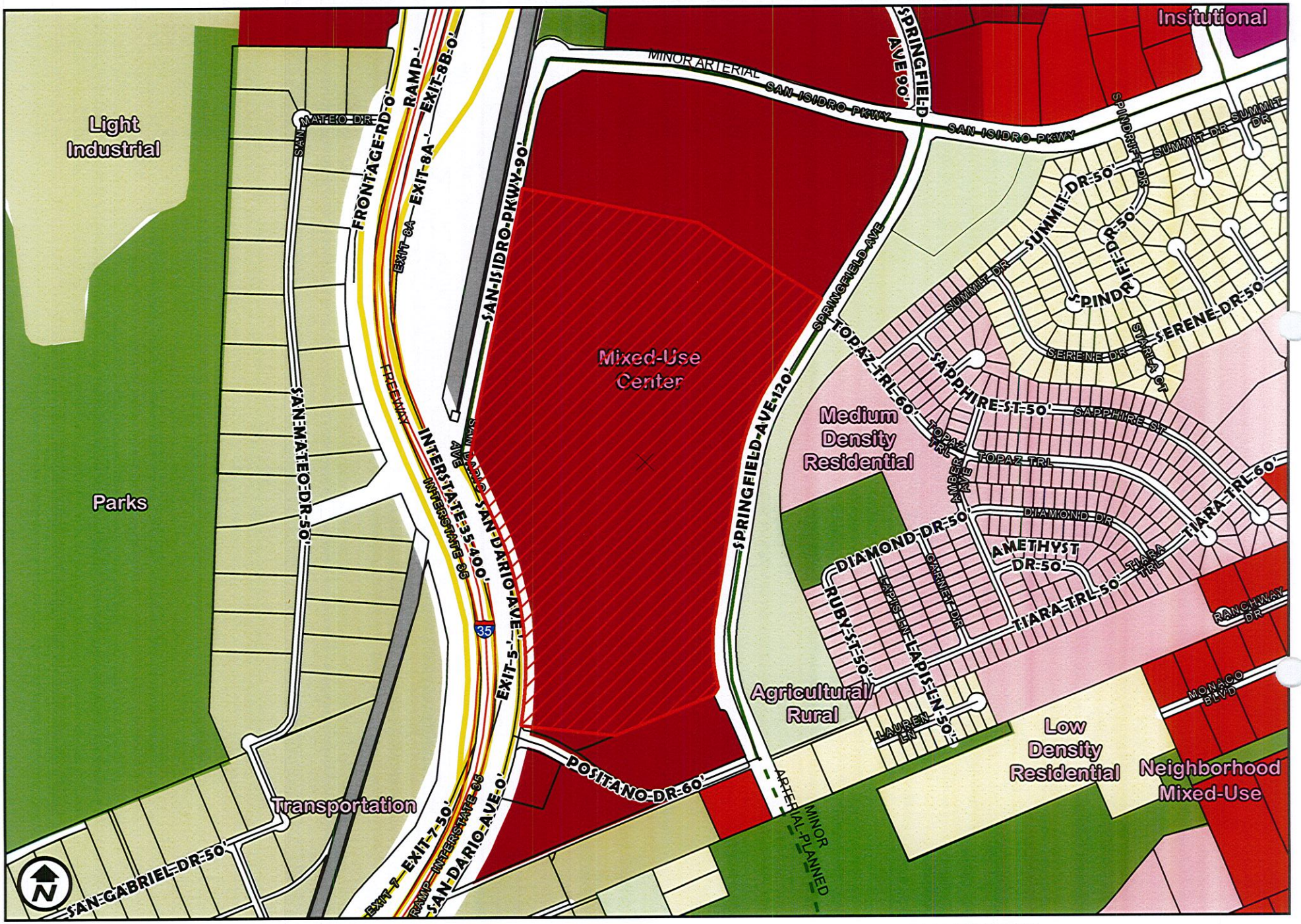

FUTURE LANDUSE MAP
1 inch = 634 feet

ZC-23-2019
COUNCIL DISTRICT 6
9819 SAN DARIO AVE 77.71 ACRES OUT OF BLK 1, LT 1

APPLICATION FOR
B4 (HIGHWAY COMMERCIAL DISTRICT)
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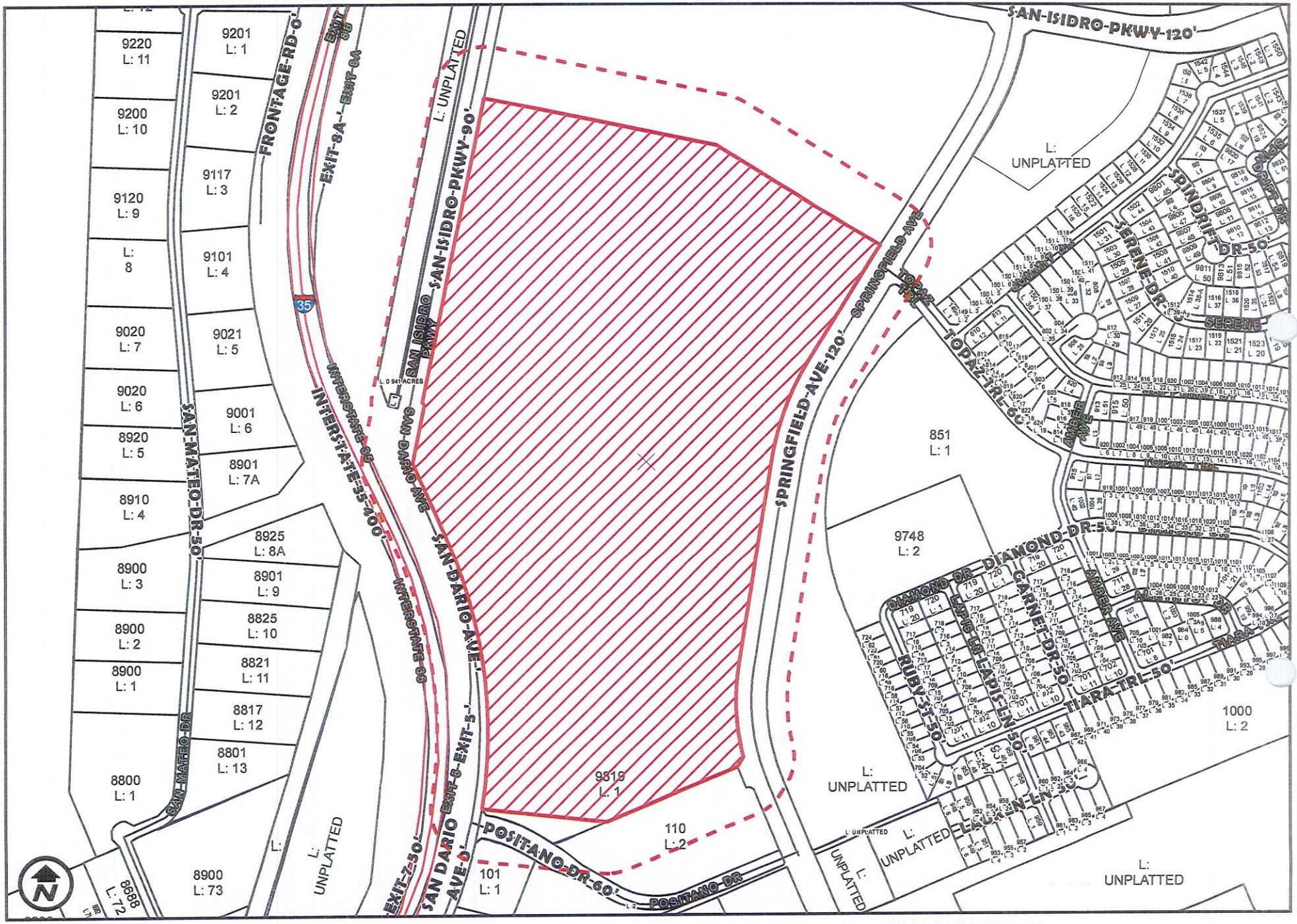


200' NOTIFICATION

1 inch = 479 feet

ZC-23-2019

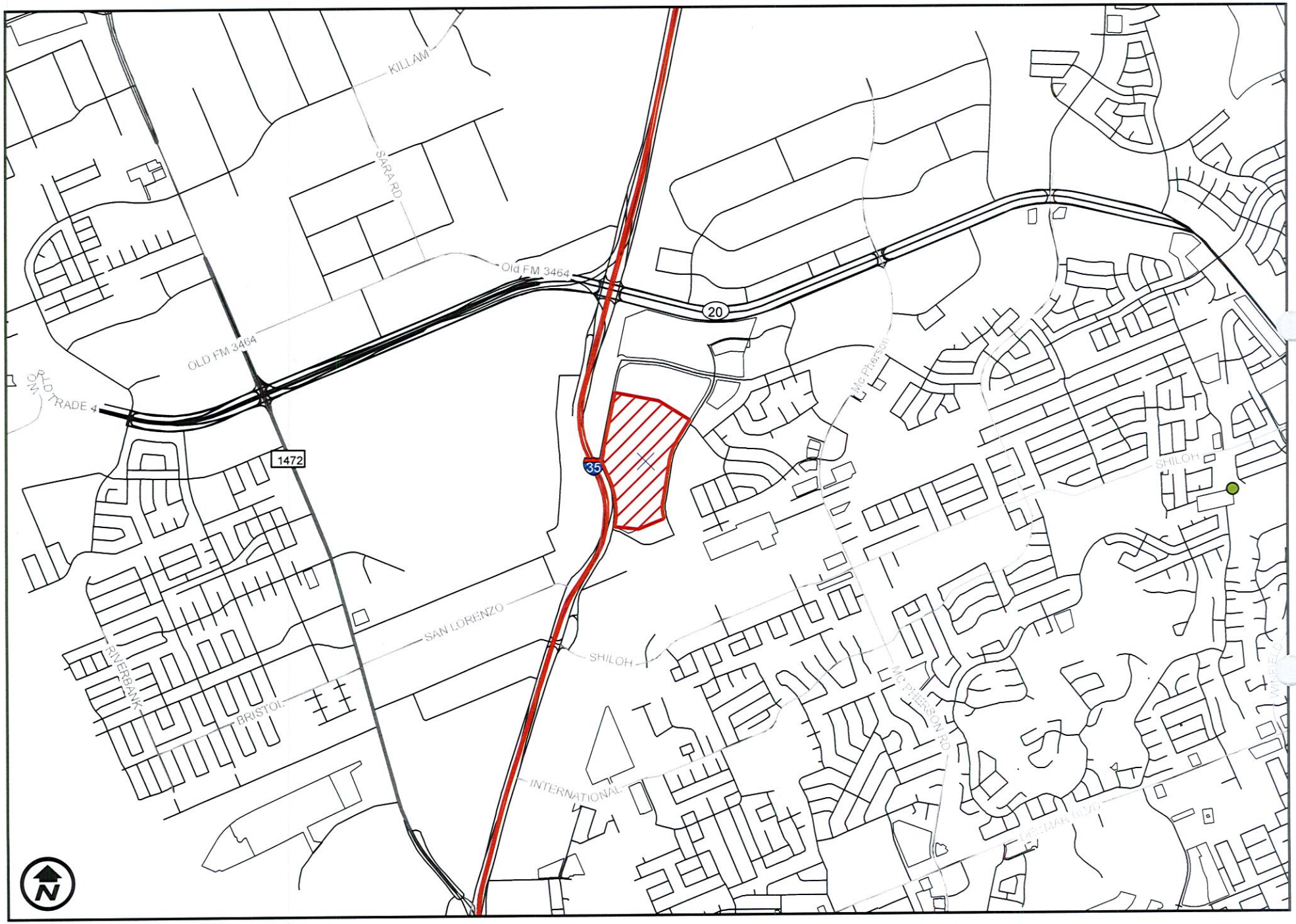
COUNCIL DISTRICT 6

9819 SAN DARIO AVE 77.71 ACRES OUT OF BLK 1, LT 1

APPLICATION FOR

B4 (HIGHWAY COMMERCIAL DISTRICT)

-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)



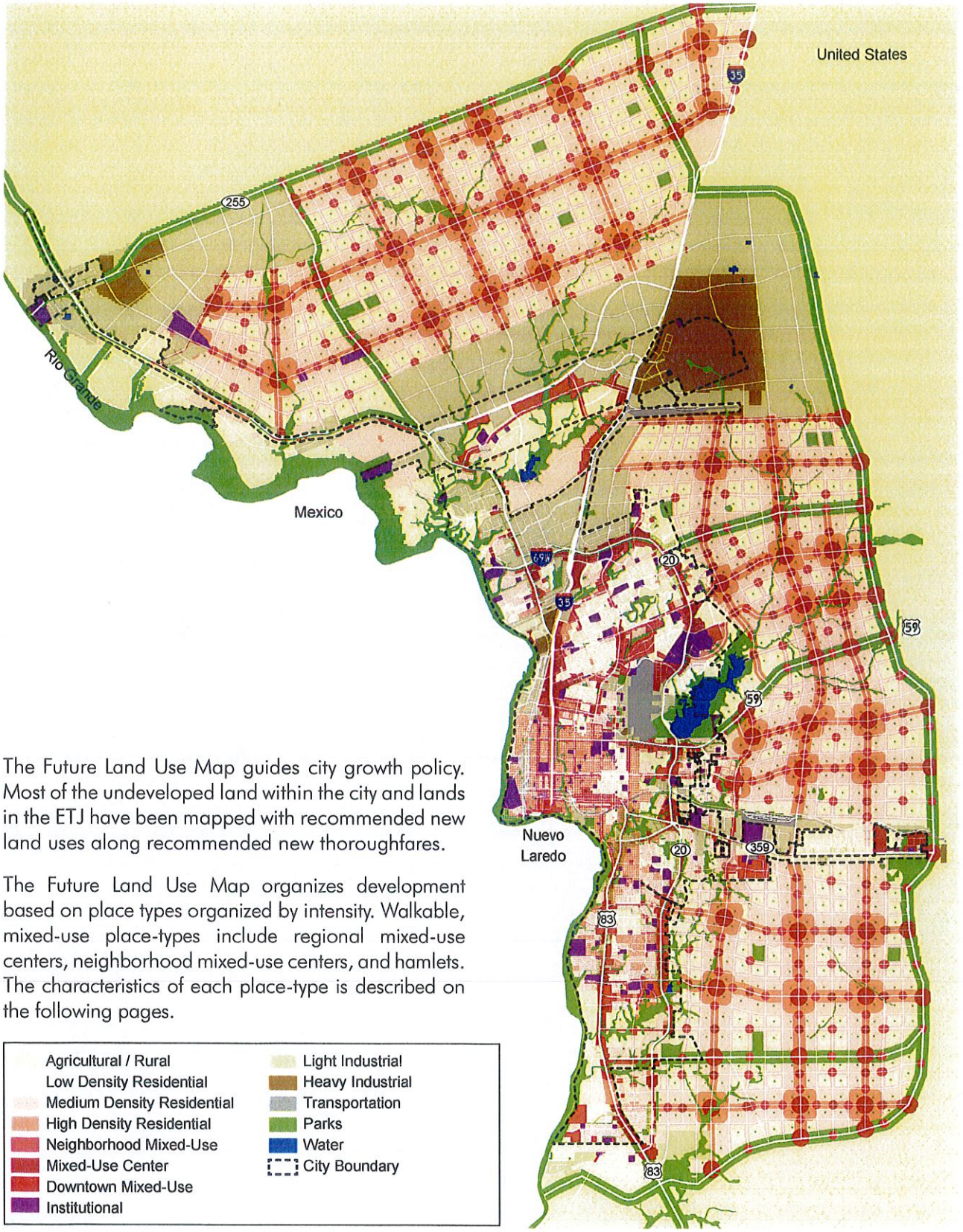
LOCATION MAP

1 inch = 2,536 feet

ZC-23-2019
COUNCIL DISTRICT 6
9819 SAN DARIO AVE 77.71 ACRES OUT OF BLK 1, LT 1

APPLICATION FOR
B4 (HIGHWAY COMMERCIAL DISTRICT)
-> R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

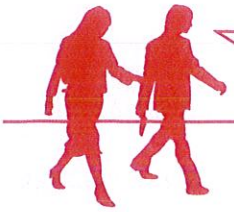
New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

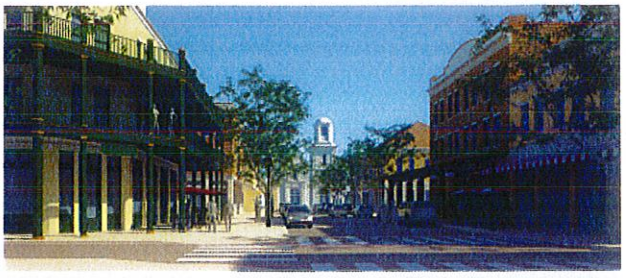
- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

ZC-23-2019
B-4 to R-1A
9819 San Dario Ave.
77.71 acres out of Lot 1, Block 1, San Isidro Southwest Subdivision, Phase II

ZC-23-2019
B-4 to R-1A
9819 San Dario Ave.
77.71 acres out of Lot 1, Block 1, San Isidro Southwest Subdivision, Phase II

ZC-23-2019
B-4 to R-1A
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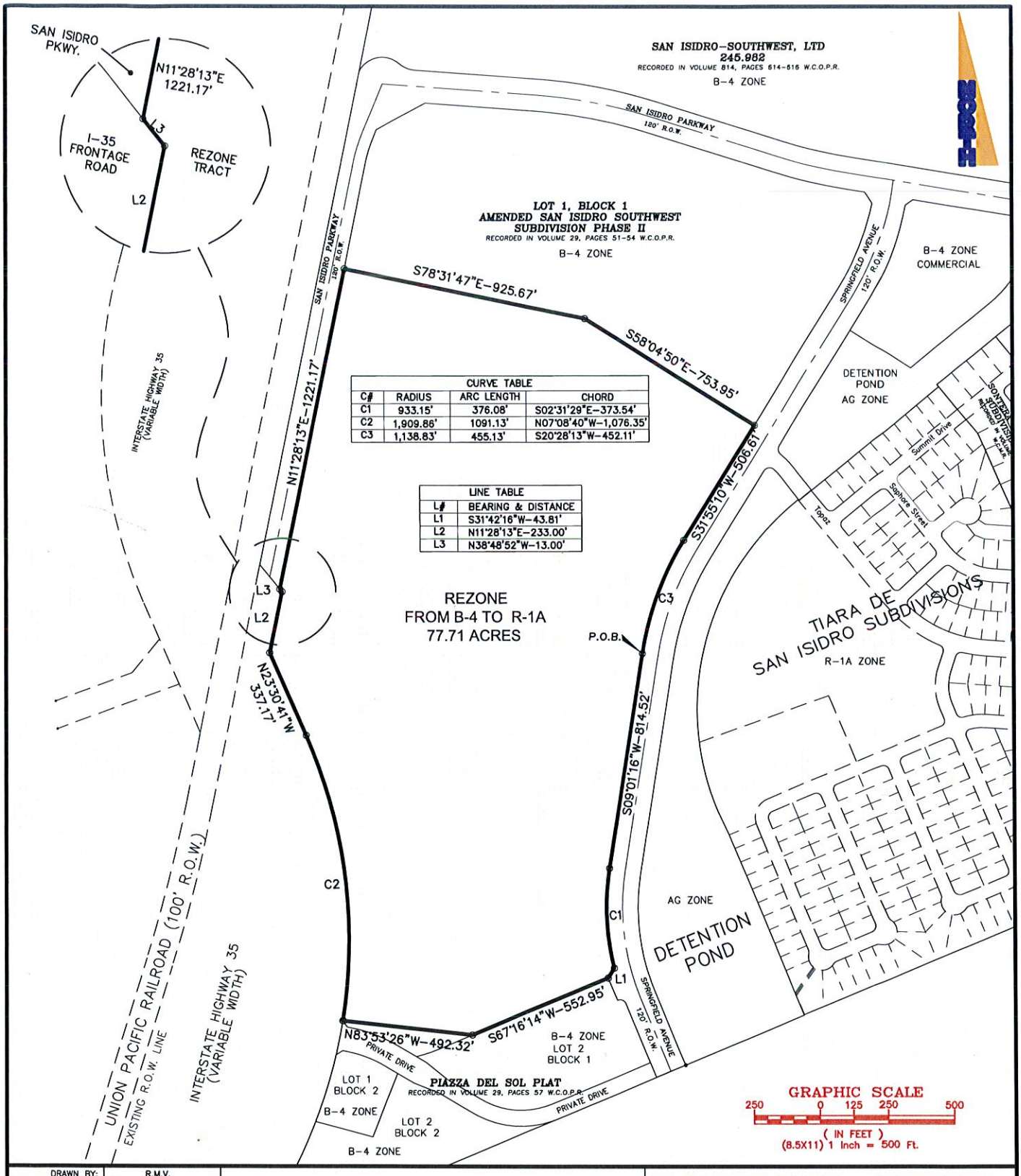


DRAWN BY:	R.M.V.
CHECKED BY:	R.M.V.
H.S.C. JOB No.	
FILENAME:	
DATE:	NOVEMBER 20, 2018
REVISED DATE:	
8.5X11 SCALE: VER:	N/A
HOR:	1" = 500'
SHEET:	01 OF 01

SAN ISIDRO SOUTHWEST

REZONE 77.71 ACRES FROM B-4 TO R-1A

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

Exhibit A

H:\HOWLAND\ENGINEERING\CIVIL\BLACKSTONE\REZONES\SAN ISIDRO SOUTHWEST REZONE\SAN ISIDRO SOUTHWEST REZONE 77.71 acres.dwg, 11/20/2018 3:41:29 PM, Adobe PDF

HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION
77.71 ACRE TRACT OF LAND

A Tract of Land containing 77.71 Acres (3,384,860 SF), more or less, situated in Leonardo Garcia, Original Grantee, Porcion 21, Abstract 49, City of Laredo, Webb County, Texas. Being out of that 245.982 acre tract of land conveyed to San Isidro Southwest, LTD. by deed recorded in Volume 814, Pages 614-622 of the Official Public Records Webb County, Texas and platted into Lot 1, Block 1 of the Amended San Isidro Southwest Subdivision Phase II as recorded in Volume 29, Pages 51-54 of the Official Public Records Webb County, Texas. This 61.17 acre tract of land being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a found 1/2" iron rod being the west right of way of Springfield Avenue and an point on the boundary of said Lot 1, Block 1 of the Amended San Isidro Southwest Subdivision, Phase II Plat as recorded in Volume 29, Page 51-54, Webb County Map Records, Texas.

THENCE, S 09°01'16" W, a distance of **814.52 FEET** along the west right of way of Springfield Avenue to a deflection point being on a curve having a radius of 933.15 feet, and a chord of **S 02°31'29" E ~ 373.54 FEET;**

THENCE, along said west right of way of Springfield Avenue an arc length of **376.08 FEET** to a point of tangency and a corner clip;

THENCE, S 31°42'16" W, along said corner clip a distance of **43.81 FEET**, to a corner clp and a point of deflection right hereof;

THENCE, S 67°16'14" W, a distance of **552.95 FEET** to a point of deflection right hereof;

THENCE, N 83°53'26" W, a distance of **492.32 FEET** to a deflection point being on a curve having a radius of 1,909.86 feet, and a chord of **N 07°08'40" W ~ 1,076.35 FEET;**

THENCE, along said east right of way of Interstate 35 an arc length of **1,091.13 FEET** to a point of tangency and a deflection point to the left hereof;

THENCE, N 23°30'41" W, along said east right of way of Interstate 35 a distance of **337.17 FEET** to a point of deflection right hereof;

THENCE, N 11°28'13" E, along said east right of way of Interstate 35 a distance of **233.00 FEET** to a point of deflection left hereof;

THENCE, N 38°48'52" W, along said east right of way of Interstate 35 a distance of **13.00 FEET** to a point of deflection right hereof;

THENCE, N 11°28'13" E, along said east right of way of Interstate 35 a distance of **1,221.17 FEET** to a point of deflection right hereof;

THENCE, S 78°31'47" E, a distance of **925.67 FEET** to a point of deflection right hereof;

THENCE, S 58°04'50" E, a distance of **753.95 FEET** to a point of deflection right, being on the west right of way of Springfield Avenue, hereof;

THENCE, S 31°55'10" W, a distance of **506.61 FEET** along the west right of way of Springfield Avenue to a deflection point being on a curve having a radius of 1,138.83 feet, and a chord of **S 20°28'13" W ~ 452.11 FEET;**

HOWLAND
ENGINEERING AND SURVEYING CO.

THENCE, along said west right of way of Springfield Avenue an arc length of **455.13 FEET** to a point of tangency, also being the **POINT OF BEGINNING** and containing 77.71 acres of land more or less.

BASIS OF BEARING: Amended Plat of San Isidro Southwest Subdivision Phase II as recorded in Volume 29, Pages 51-54 of the Official Public Records Webb County, Texas.

Ricardo M. Villarreal
RICARDO M. VILLARREAL RPLS #6242

11/20/18
DATE

City Council-Regular **9.**

Meeting Date: 03/18/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: FM 1472 Investments, Inc/Kurt Kraus, Owner/Applicant

Prior Action: This item was tabled at the regular Council meeting of October 15, 2018.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 40.6420 acres, as further described by Metes and Bounds in Exhibit A, located South of FM 1472 Rd., and North of Vidal Cantu Rd., from AG (Agricultural District) to M-1(Light Manufacturing District); providing for publication and effective date.

Planning & Zoning Commission recommended **approval** of the zone change, and though compatible with surrounding zones and land uses, **Staff does not support** the proposed zone change because it does not comply with the Comprehensive Plan's designation for the Future Land Use as Agricultural/Rural and Neighborhood Mixed Use.

ZC-82-2018
District VII

BACKGROUND:

Council District: VII – The Honorable George J. Altgelt

Proposed Use: light industrial

Site: Vacant undeveloped land.

Surrounding land uses: North, across FM 1472 Rd., South and West of the property, there is vacant undeveloped land. Northeast of the property also, across FM. 1472 Rd., there is some transportation use, and also manufacturing uses. There are Zaro and Pinacle.

Comprehensive Plan: The Future Land Use Map identifies two thirds of this tract as Agricultural Rural and one third as Neighborhood Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan does identifies FM 1472 Rd. as an Expressway. The Plan does not identify FM 3338, north of the property or

Vidal Cantu Rd., South of the property.

Letters sent to surrounding property owners: 3
In Favor: 1
Opposed: 0

STAFF COMMENTS:

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

1. The proposed zone change, even though compatible with the surrounding uses, it does not comply with the Comprehensive Plan designation for the future land use as Agricultural Rural and Neighborhood Mixed Use (that includes all zoning districts, except M-1, M-2, B-4, Ah, AN, FH, OG, and FIH).

P&Z RECOMMENDATION:

The P & Z Commission, in a 6 to 0 vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION:

Staff **does not support** the proposed zone change.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
No. There is currently vacant undeveloped land with no specific land use pattern in the area. There are transportation and manufacturing uses north of the property, across FM 1472 Rd.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The property abuts AG zoning district to the west and M-1, to the east. along south of FM 1472 Rd.

Will change adversely influence living conditions in the neighborhood?
No, the area is mostly vacant, with no curent land use.

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

Yes. The existing AG (Agricultural District) does not allow for industrial uses.

Attachments

Ordinance 2019-O-
Color Maps - ZC-82-2018
Color Pictures - ZC-82-2018
Exhibit A - ZC-82-2018

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 40.6420 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT SOUTH OF FM. 1472 RD., (MINES ROAD) AND NORTH OF VIDAL CANTU RD., FROM AG (ARICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 40.6420 acres as further described by Metes & Bounds in Exhibit A, located at South of FM 1472 (Mines Road), and North of Vidal Cantu Rd., from AG (Agricultural District) to M-1 (Light Manufacturing 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 September 20, 2018; 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 October 15, 2018, on the request and tabled the item; and,

WHEREAS, the City Council has held a public hearing on March 18, 2019, 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; 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 rezoning, approximate 40.6420 acres as further described by Metes & Bounds in Exhibit A,

located at South of FM 1472 (Mines Road), and North of Vidal Cantu Rd., from AG (Agricultural District) to M-1 (Light Manufacturing 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 _____, 2019.

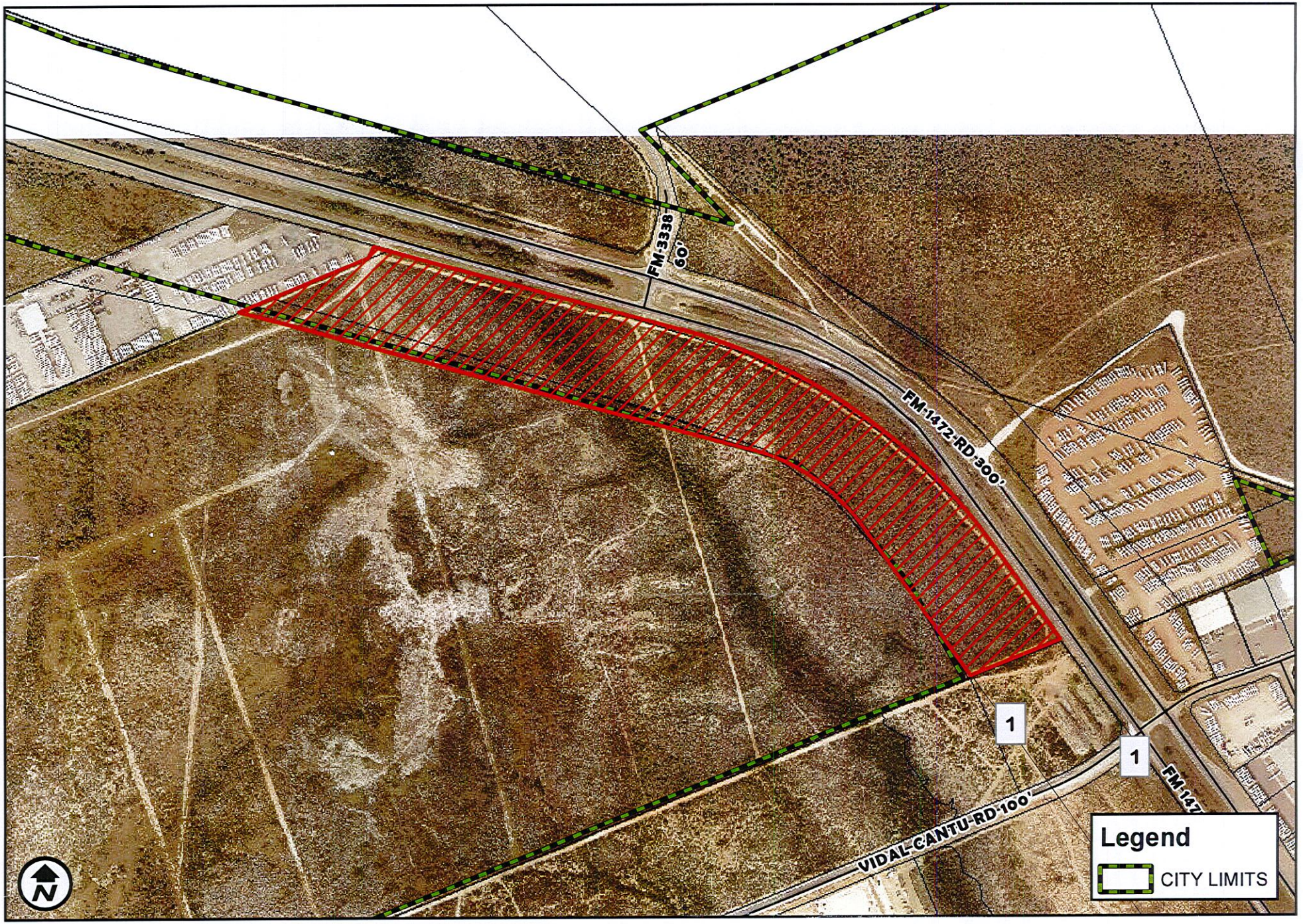
_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

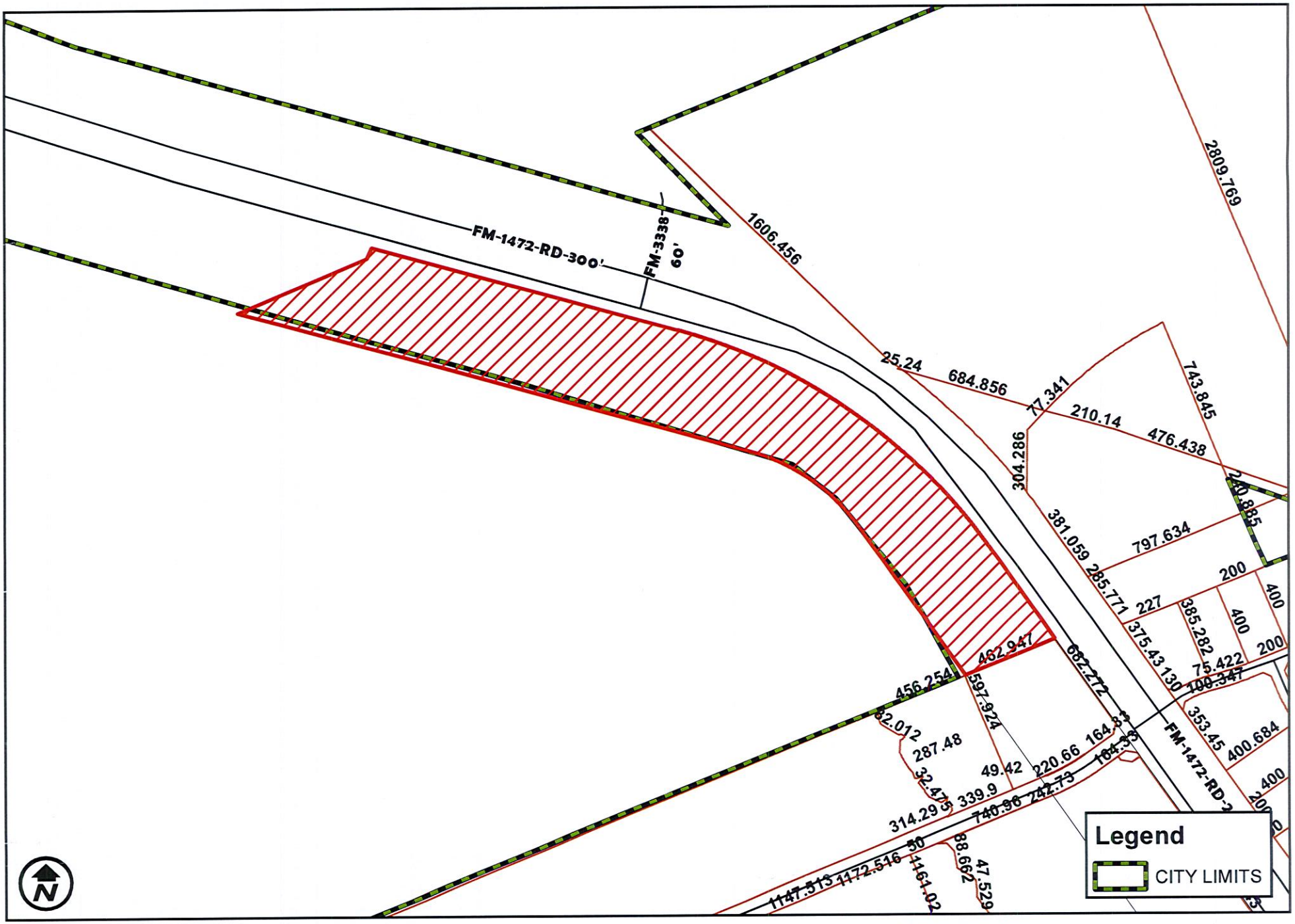
_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 583 feet

ZC-82-2018
COUNCIL DISTRICT 7
40.6420 ACRES - FM1472

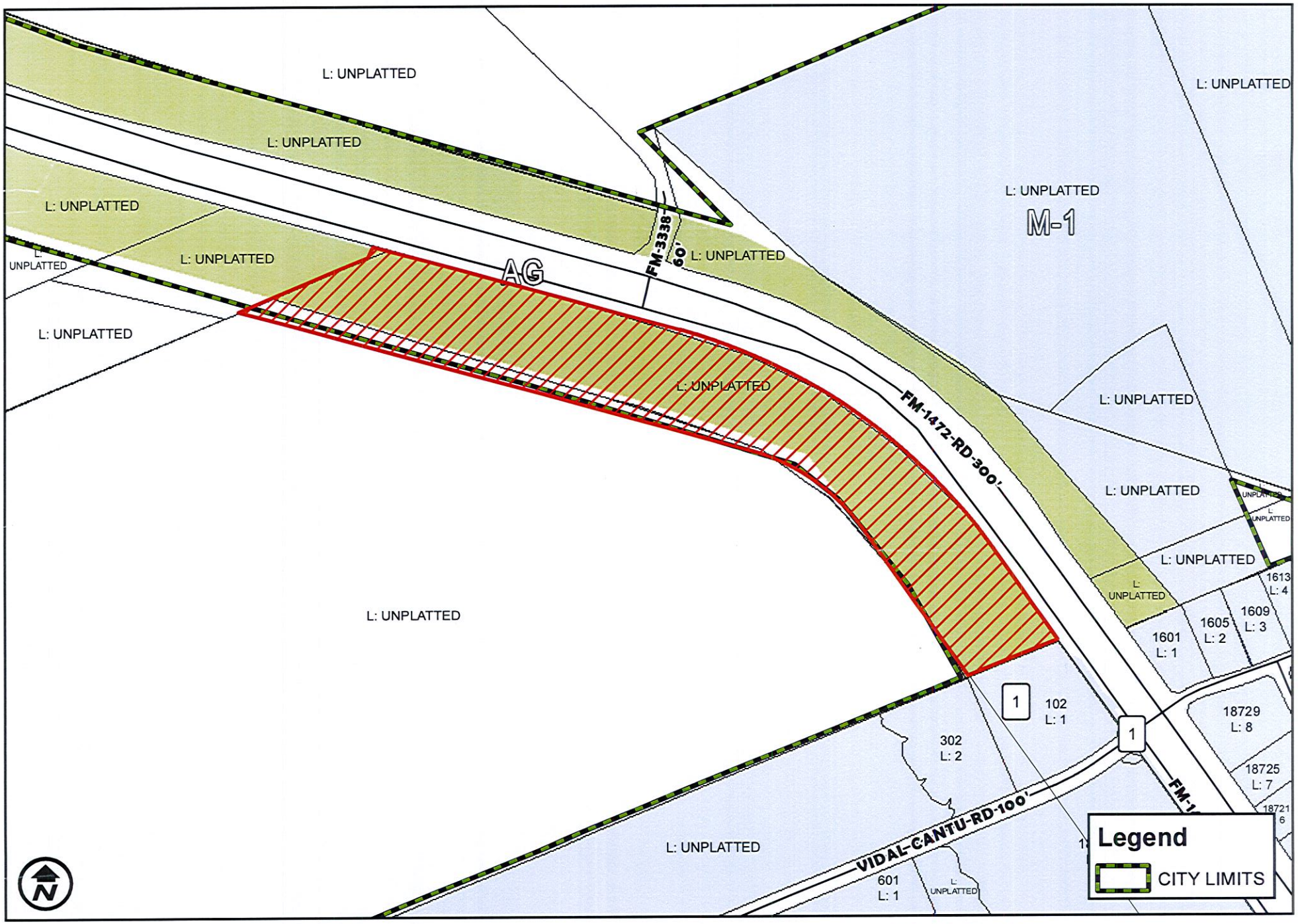
APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)



DIMENSIONS MAP
1 inch = 583 feet

ZC-82-2018
COUNCIL DISTRICT 7
40.6420 ACRES - FM1472

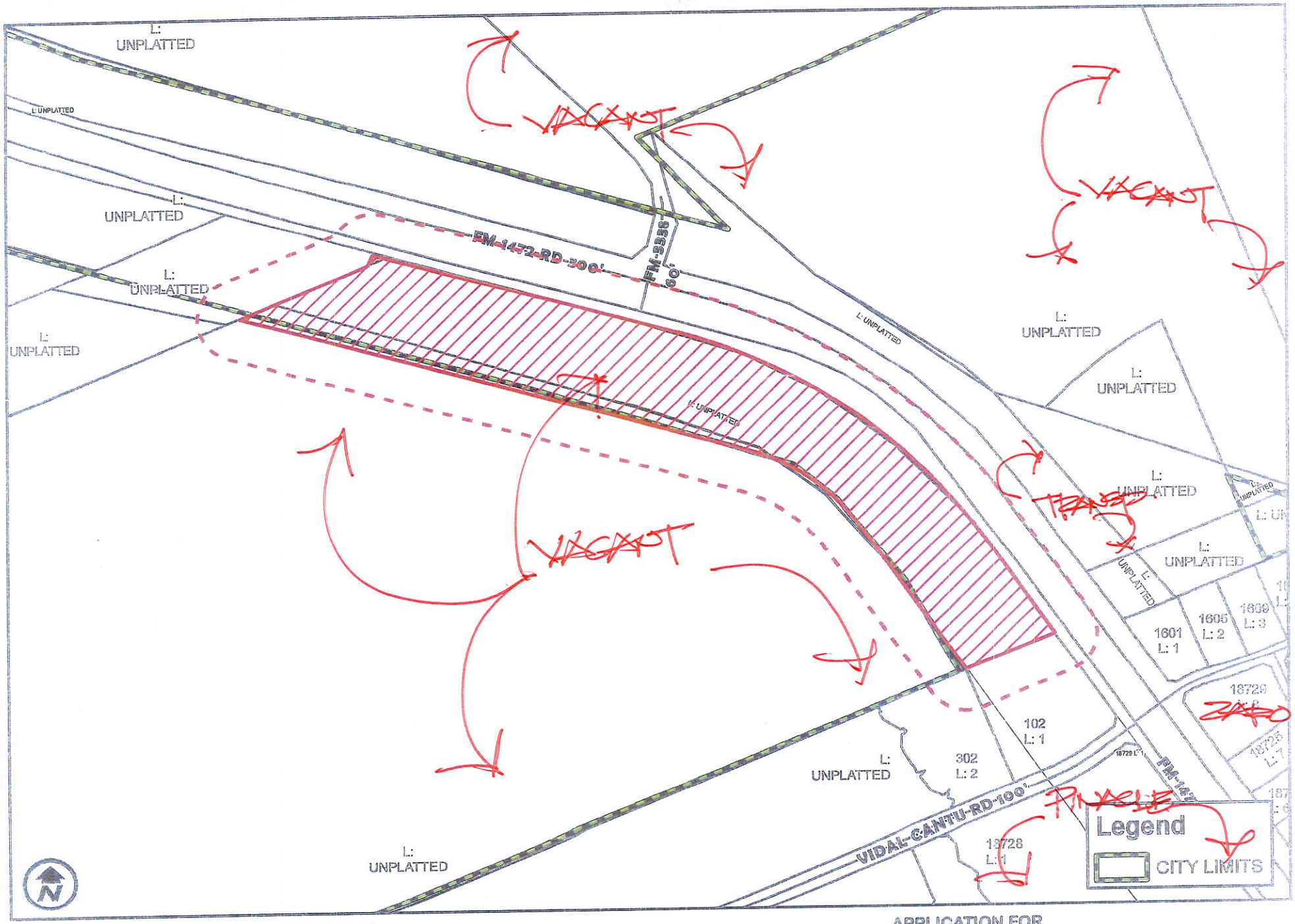
APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)



ZONING MAP
1 inch = 583 feet

ZC-82-2018
COUNCIL DISTRICT 7
40.6420 ACRES - FM1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

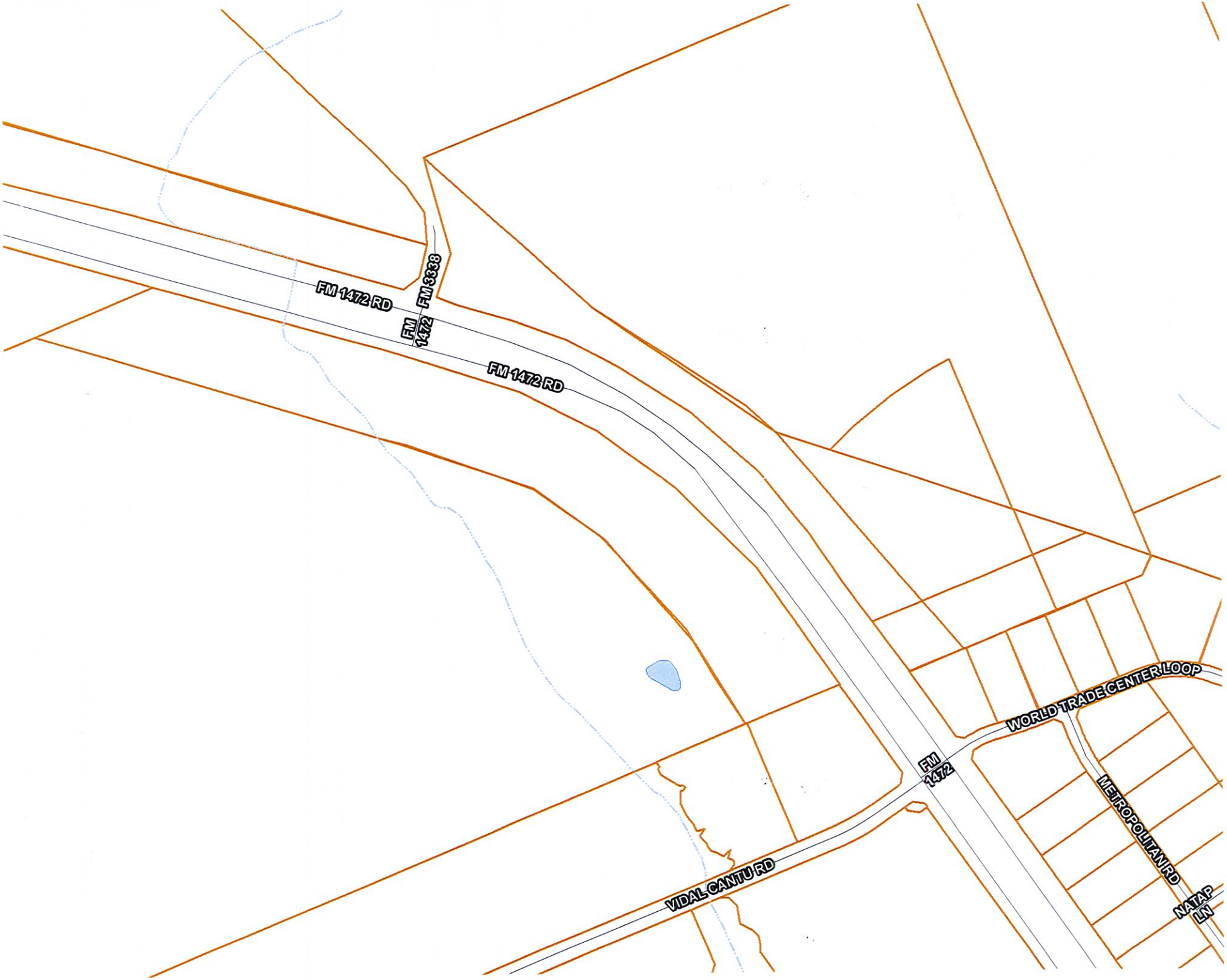


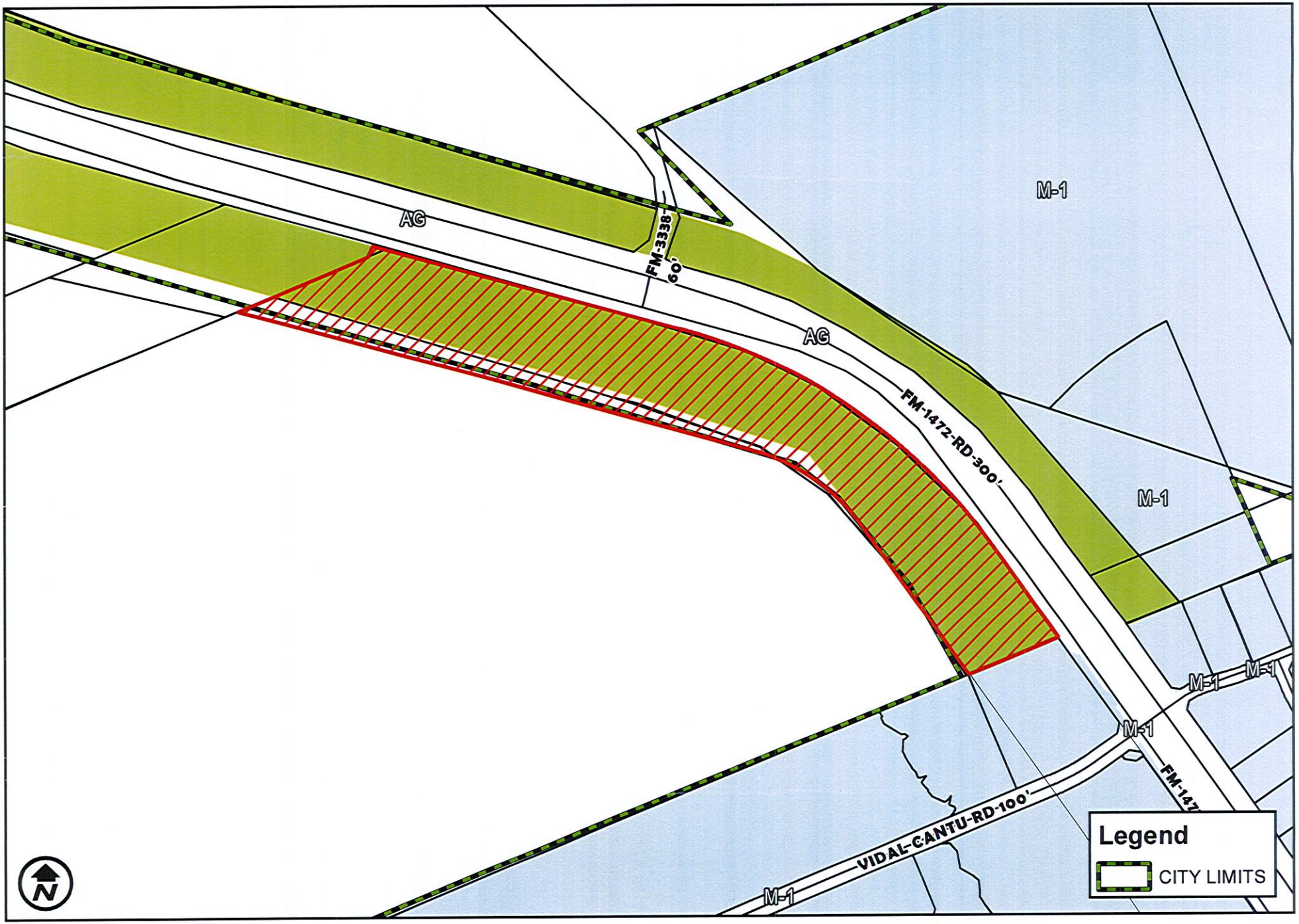
200' NOTIFICATION
1 inch = 583 feet

ZC-82-2018
COUNCIL DISTRICT 7
40.6420 ACRES - FM1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

FM 1472 RD
FM 3338
FM 1472
FM 1472 RD
WORLD TRADE CENTER LOOP
FM 1472
METROPOLITAN RD
NATAP LN
VIDAL CANTU RD

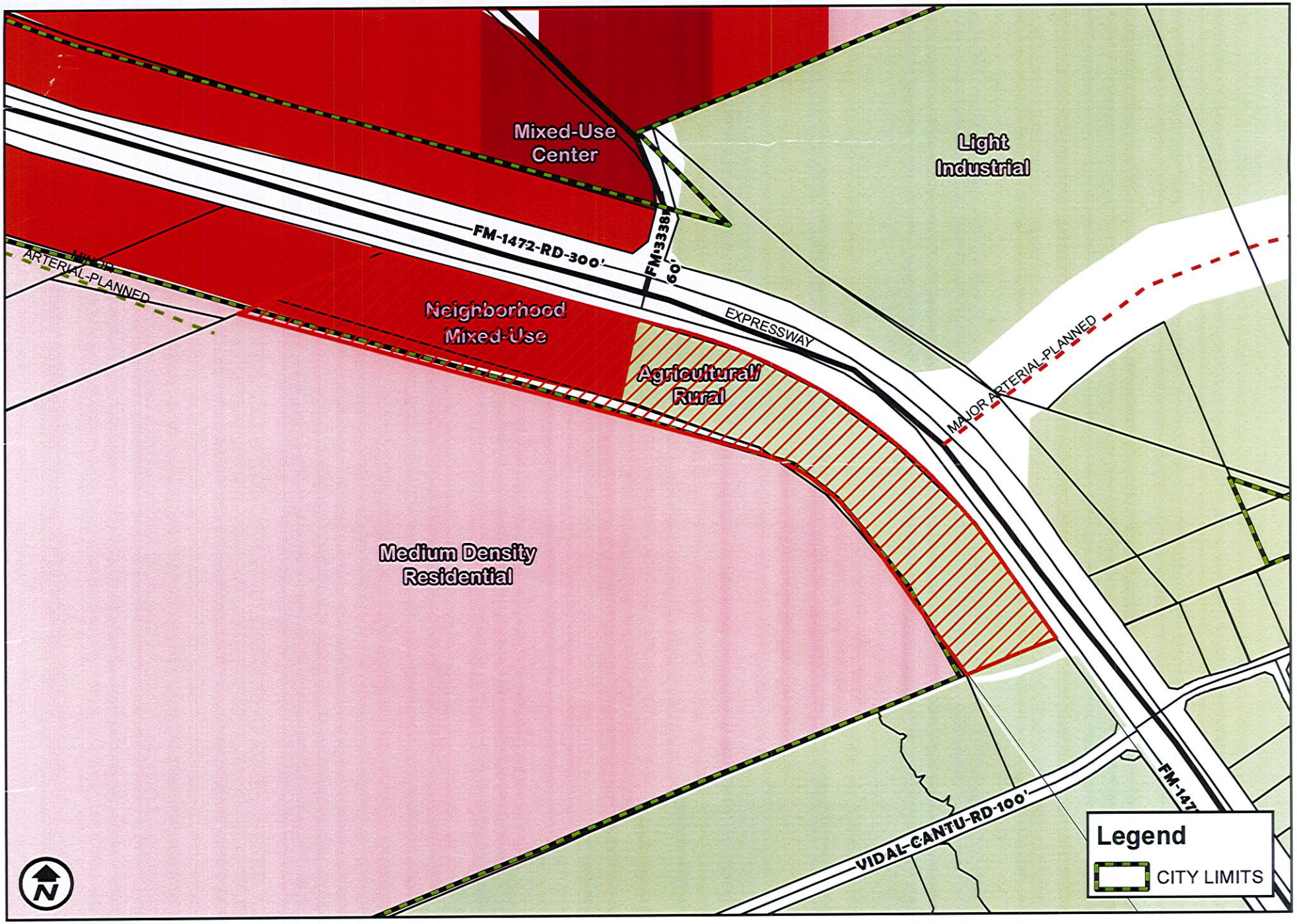

FM 1472 RD
FM 3338
FM 1472
FM 1472 RD
WORLD TRADE CENTER LOOP
FM 1472
METROPOLITAN RD
NATAP LN
VIDAL CANTU RD



ZONING OVERVIEW
1 inch = 583 feet

ZC-82-2018
COUNCIL DISTRICT 7
40.6420 ACRES - FM1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

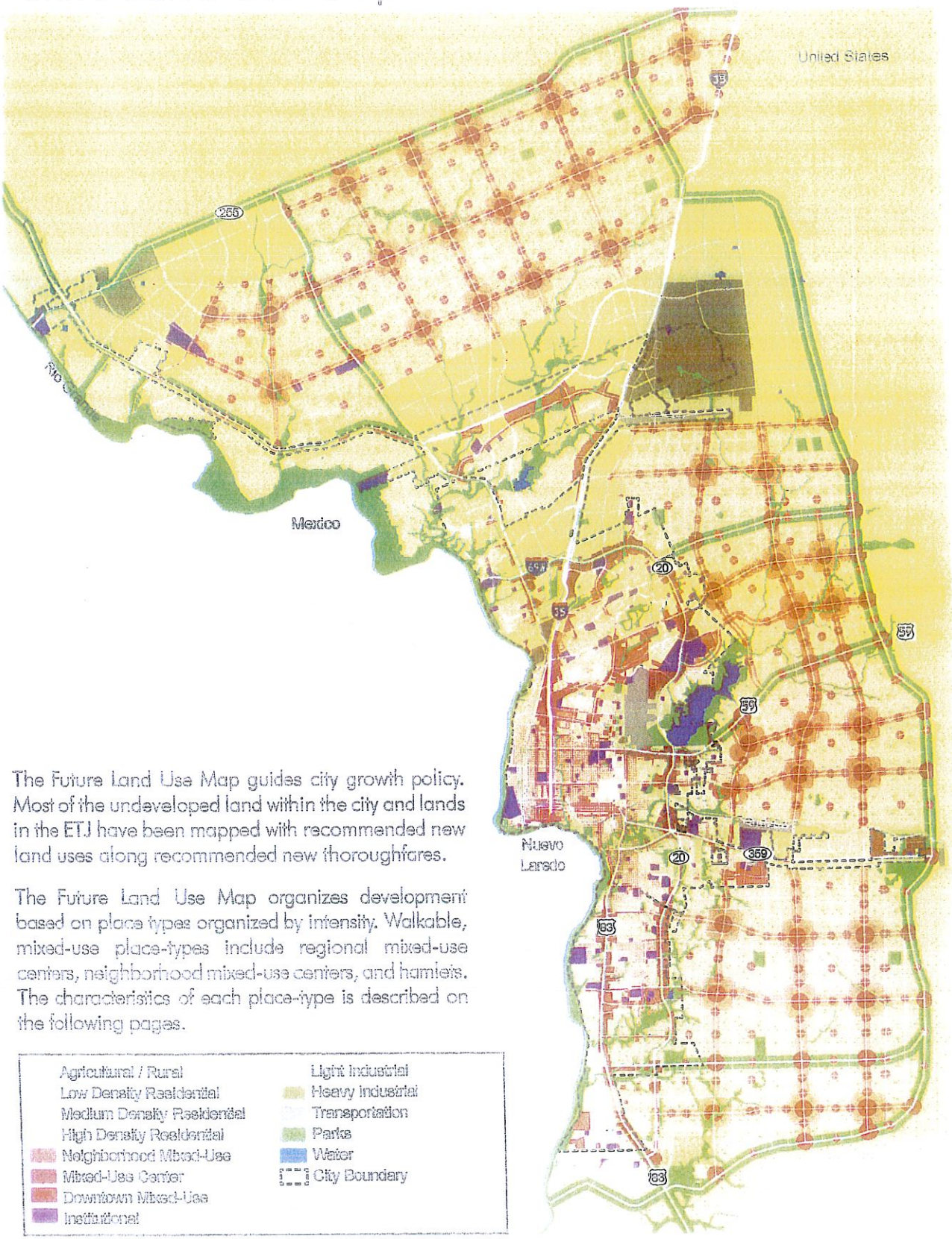


FUTURE LANDUSE MAP
1 inch = 583 feet

ZC-82-2018
COUNCIL DISTRICT 7
40.6420 ACRES - FM1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.

The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.

Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

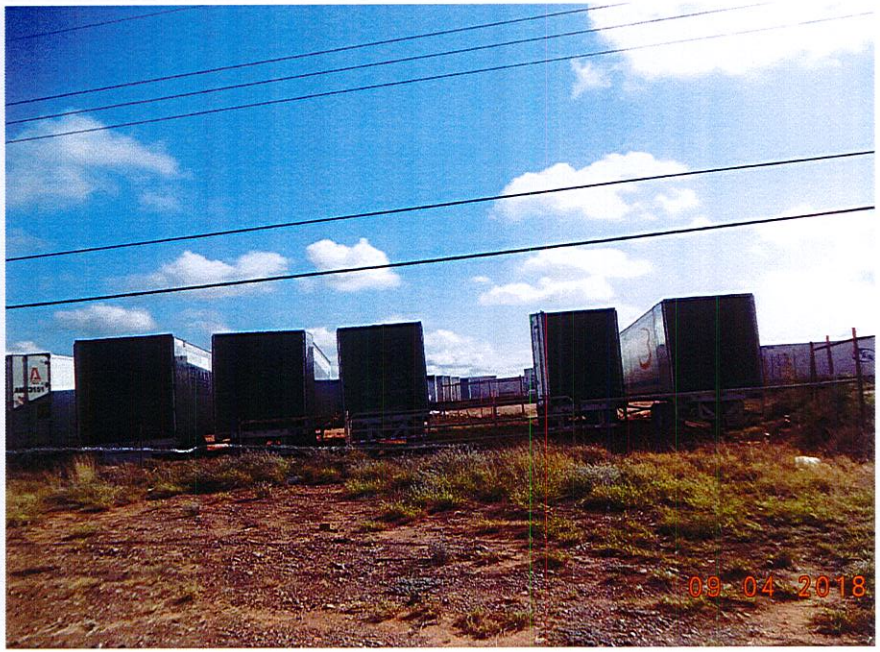
- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

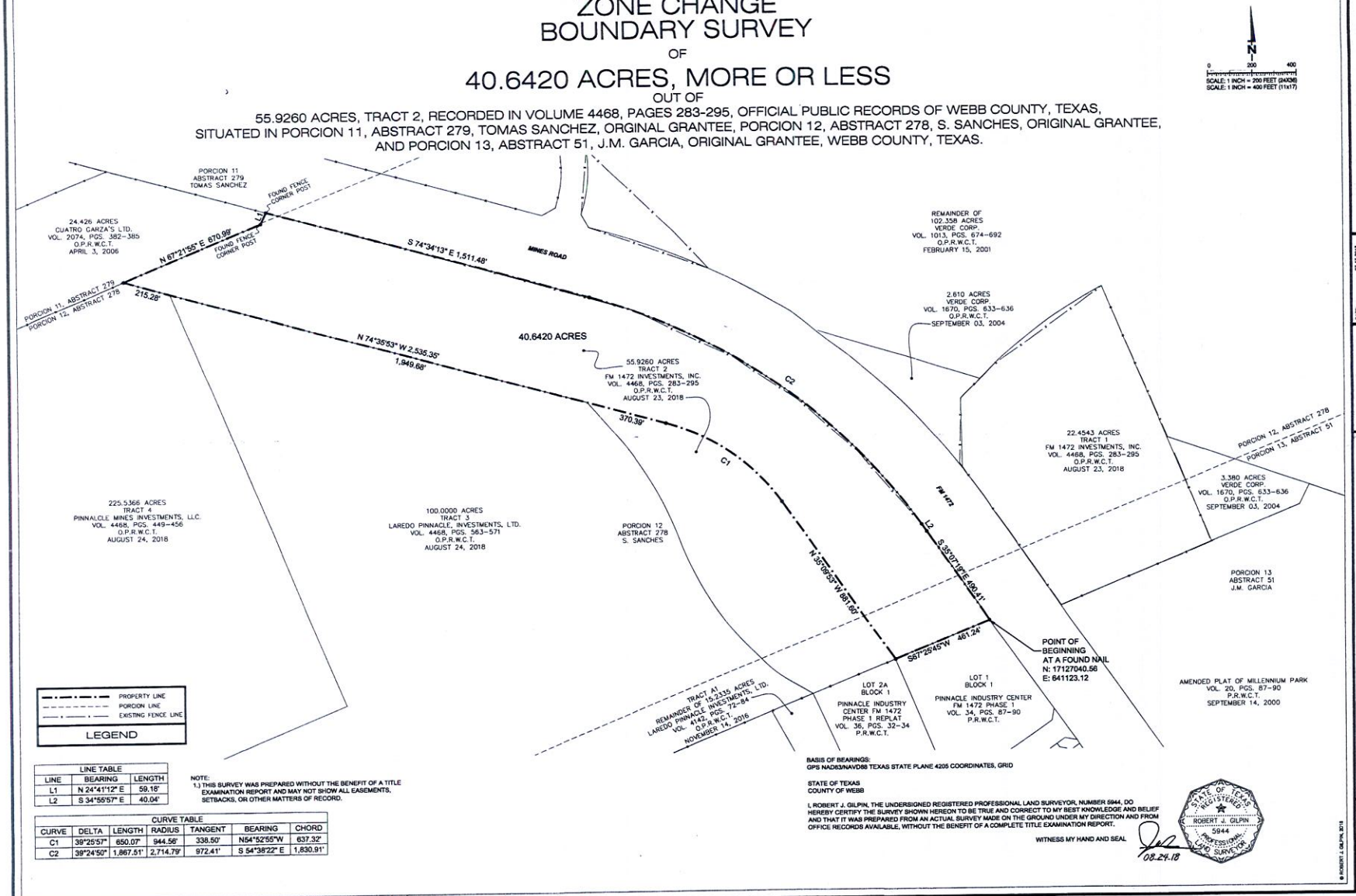
ZC-82-2018
AG to M-1
40.6420 acre tract South of FM 1472 Rd.

ZC-82-2018
AG to M-1
40.6420 acre tract South of FM 1472 Rd.



ZC-82-2018
AG to M-1
40.6420 acre tract South of FM 1472 Rd.

ZONE CHANGE
BOUNDARY SURVEY
OF
40.6420 ACRES, MORE OR LESS
OUT OF
55.9260 ACRES, TRACT 2, RECORDED IN VOLUME 4468, PAGES 283-295, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS,
SITUATED IN PORCION 11, ABSTRACT 279, TOMAS SANCHEZ, ORGINAL GRANTEE, PORCION 12, ABSTRACT 278, S. SANCHES, ORIGINAL GRANTEE,
AND PORCION 13, ABSTRACT 51, J.M. GARCIA, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS.



PROPERTY LINE
PORCION LINE
EXISTING FENCE LINE
LEGEND

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 24°41'12" E	59.18'
L2	S 34°55'57" E	40.04'

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	BEARING	CHORD
C1	39°25'57"	650.07'	944.56'	338.50'	N54°52'55"W	637.32'
C2	39°24'50"	1,867.51'	2,714.79'	972.41'	S 54°38'22" E	1,830.91'

NOTE:
1.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND MAY NOT SHOW ALL EASEMENTS, SETBACKS, OR OTHER MATTERS OF RECORD.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

08.24.18

© ROBERT J. GILPIN, 2018

T.B.P.L.S. Firm Registration # 10193875
T.B.P.E. Firm Registration # 17-4888
1304 Huntzicker Rd.
Laredo, Texas 78041
PH: 956.753.2300
FAX: 956.753.2313

GILPIN
ENGINEERING COMPANY

DATE:	REVISION:
07-17-2018	
08-24-2018	

ZONE CHANGE
WEBB COUNTY, TEXAS
BOUNDARY SURVEY
40.6420 ACRES

BOUNDARY/ACAD/T-279-278-51.dwg
DRAWN BY: K.V.
CHECKED BY: R.J.G.

SHEET NO.
01 OF 01

Exhibit A

STATE OF TEXAS*
COUNTY OF WEBB*
40.6420 ACRES

FIELD NOTES DESCRBING A 40.6420 ACRE PARCEL OF LAND, BEING OUT OF 55.9260 ACRES, TRACT 2, RECORDED IN VOLUME 4468, PAGES 283-295, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS, SITUATED IN PORCION 11, ABSTRACT 279, TOMAS SANCHEZ, ORIGINAL GRANTEE, PORCION 12, ABSTRACT 278, S. SANCHEZ, ORIGINAL GRANTEE AND PORCION 13, ABSTRACT 51, J.M. GARCIA, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found nail, being the northeasterly corner of Lot 1, Block 1 of Pinnacle Industry Center FM 1472 Phase 1, recorded in Volume 34, Pages 87-90, Plat Records of Webb County, Texas and the southeasterly corner of said 55.9260 acres, situated on the westerly right-of-way line of FM 1472, for the **POINT OF BEGINNING**, of this 40.6420 acre parcel, and the **southeasterly corner** hereof;

Thence, S 67°25'45" W, with the common boundary between said Lot 1 and said 55.9260 acres, same being the southerly line of herein described parcel, a distance of 461.24 feet, for the **southwesterly corner** hereof;

Thence, N 35°09'53" W, with the westerly line of herein described parcel, a distance of 881.60 feet, to a point of curvature hereof;

Thence, along a curve to the left, with a chord bearing N 54°52'55" W, 637.32 feet, subtended by an arc having a radius of 944.56 feet, with the westerly line of herein described parcel, a distance of 650.07 feet, for a point of tangency hereof;

Thence, N 74°35'53" W, with the westerly line of herein described parcel, a distance of 370.39 feet, to a point situated on the easterly line of 100.00 acres, recorded in Volume 4468, Pages 563-571, Official Public Records of Webb County, Texas, continuing with the same bearing and common boundary between said 55.9280 acres and 100.0000 acres, a distance of 1,949.68 feet, to a point being the northern corner of said 100.0000 acres and an exterior corner of 225.5366 acres, recorded in Volume 4468, Pages 449-456, Official Public Records of Webb County, Texas, continuing with the same bearing and the common boundary between said 55.9280 acres and 225.5366 acres, a distance of 215.28 feet, for a total distance of 2,535.35 feet, to a point being the northeasterly corner of said 225.5366 acres, situated on the southerly line of 24.426 acres, recorded in Volume 2074, Pages 382-385, Official Public Records of Webb County, Texas, for the **northwesterly corner** hereof;

Thence, N 67°21'55" E, with the common boundary between said 24.426 acres and said 55.9260 acres, same being the northerly line of herein described parcel, a distance of 670.99 feet, to a found fence corner post, for a point of deflection hereof;

Thence, N 24°41'12" E, with the common boundary between said 24.426 acres and said 55.9260 acres, same being the northerly line of herein described parcel, a distance of 59.18 feet, to a found fence corner post, for the northeasterly corner hereof;

Thence, S 74°34'13" E, with the common boundary between said FM 1472 right-of-way and said 55.9260 acres, same being the easterly line of herein described parcel, a distance of 1,511.48 feet, to a point of curvature hereof;

Thence, along a curve to the right, with a chord bearing of S 54°38'22" E, 1,830.91 feet, subtended by an arc having a radius of 2,714.79 feet, with the common boundary between said FM 1472 right-of-way and said 55.9260 acres, same being the easterly line of herein described parcel, a distance of 1,867.51 feet, for a point of tangency hereof;

Thence, S 34°55'57" E, with the common boundary between said FM 1472 right-of-way and said 55.9260 acres, same being the easterly line of herein described parcel, a distance of 40.04 feet, for a point of deflection hereof;

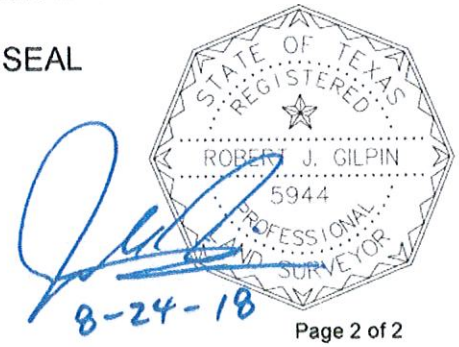
Thence, S 35°07'19" E, with the common boundary between said FM 1472 right-of-way and said 55.9260 acres, same being the easterly line of herein described parcel, a distance of 490.41 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 40.6420 acres, more or less.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL



8-24-18

City Council-Regular **10.**

Meeting Date: 03/18/2019

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Ashirward Group LLC/Shetal Muchhala; Owner/Applicant and Alfredo T. Guerra, Representative

Prior Action: This item was tabled at the regular Council meeting of October 15, 2018.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.6484 acres, as further described by Metes and Bounds Exhibit A, located South of FM 1472 Rd.,(Mines Road) and West of Silver Mine Rd., from AG (Agricultural District) to M-1(Light Manufacturing District); providing for publication and effective date.

Planning & Zoning Commission recommended **approval** of the zone change, and **staff supports** the zone change.

ZC-80-2018
District VII

BACKGROUND:

Council District: VII – The Honorable George J. Altgelt

Proposed Use: warehouse

Site: Vacant undeveloped land.

Surrounding land uses: North, of the property is FM 1472 Rd. (Mines Rd). South of the property there is vacant undeveloped land. East of the property are single family residences along Silver Mine Rd. West of the property there are Bronco, Frema and Brickef. (what appear to be transportation uses).

Comprehensive Plan: The Future Land Use Map identifies this tract as Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan does identifies FM 1472 Rd. as an Expressway. The Plan does not identify Silver Mine Rd.

Letters sent to surrounding property owners: 7

In Favor: 0
Opposed: 1

STAFF COMMENTS:

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

1. The proposed zone change, is compatible with the surrounding uses.
2. The proposed zone change complies with the Comprehensive Plan designation for the future land use as Light Industrial.

P&Z RECOMMENDATION:

The P & Z Commission, in a 6 to 0 vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION:

Staff **supports** the proposed zone change.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
No. Existing uses along this area (south of FM 1472 Rd.) are transportation industrial and some residential.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The property abuts AG zoning district to the east and B-4 zoning district to the west. This property sits at the City of Laredo Limits, so all the properties abutting this property to the south has no zoning designation. There is also M-1 zoning district, north of the property, across FM 1472 Rd.

Will change adversely influence living conditions in the neighborhood?
Yes, the adjoining properties to the east, are mostly residential in nature. However those residential uses are fronting Silver Mine Rd. The proposed use may increse noise in the area.

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

Yes. The existing AG (Agricultural District) does not allow for manufacturing/transportation and/or industrial uses.

Attachments

Ordinance 2019-O-
Color Maps - ZC-80-2018
Color Pictures - ZC-80-2018
Exhibit A - ZC-80-2018

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 1.6484 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT SOUTH OF FM. 1472 RD., (MINES ROAD) AND WEST OF SILVER MINE RD., FROM AG (ARICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 1.6484 acres as further described by Metes & Bounds in Exhibit A, located at South of FM 1472 (Mines Road), and West of Silver Mine Rd., from AG (Agricultural District) to M-1 (Light Manufacturing 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 September 20, 2018; 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 October 15, 2018, on the request and tabled the item; and,

WHEREAS, the City Council has held a public hearing on March 18, 2019, 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; 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 rezoning, approximate 1.6484 acres as further described by Metes & Bounds in Exhibit A,

located at South of FM 1472 (Mines Road), and West of Silver Mine Rd., from AG (Agricultural District) to M-1 (Light Manufacturing 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 _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

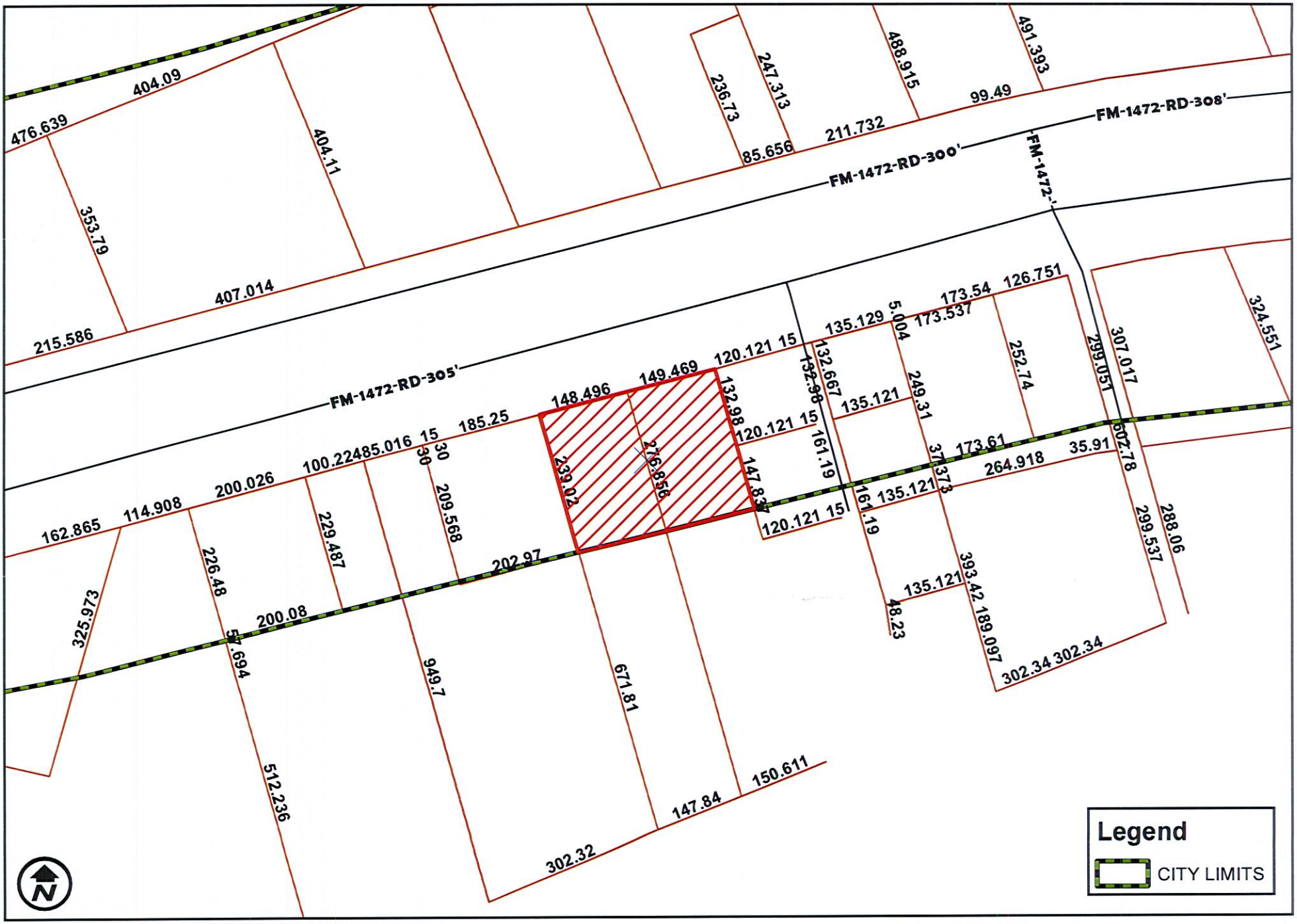
APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

AERIAL MAP
1 inch = 202 feet

ZC-80-2018
COUNCIL DISTRICT 7
23447 FM 1472

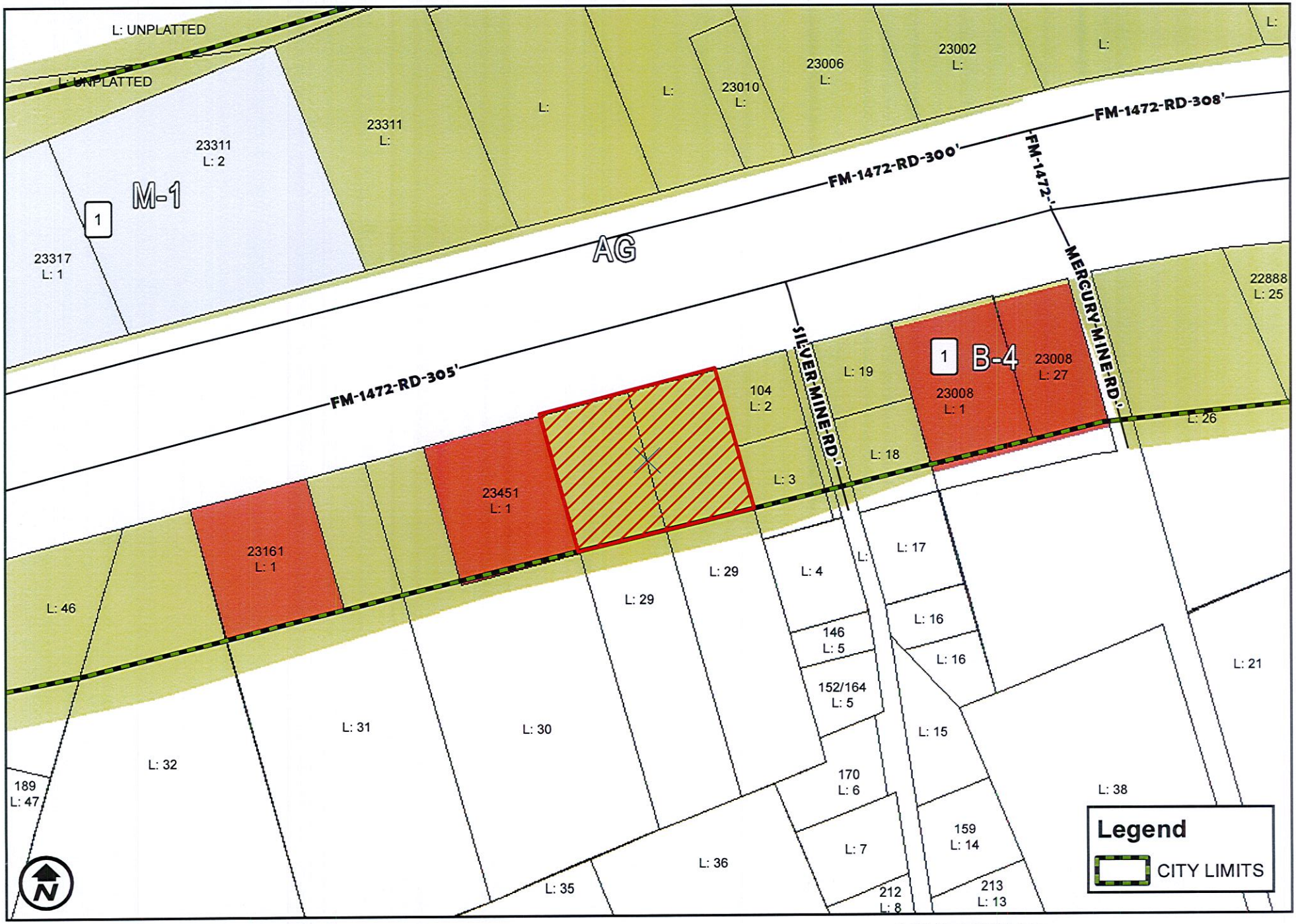
APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)



DIMENSIONS MAP
1 inch = 202 feet

ZC-80-2018
COUNCIL DISTRICT 7
23447 FM 1472

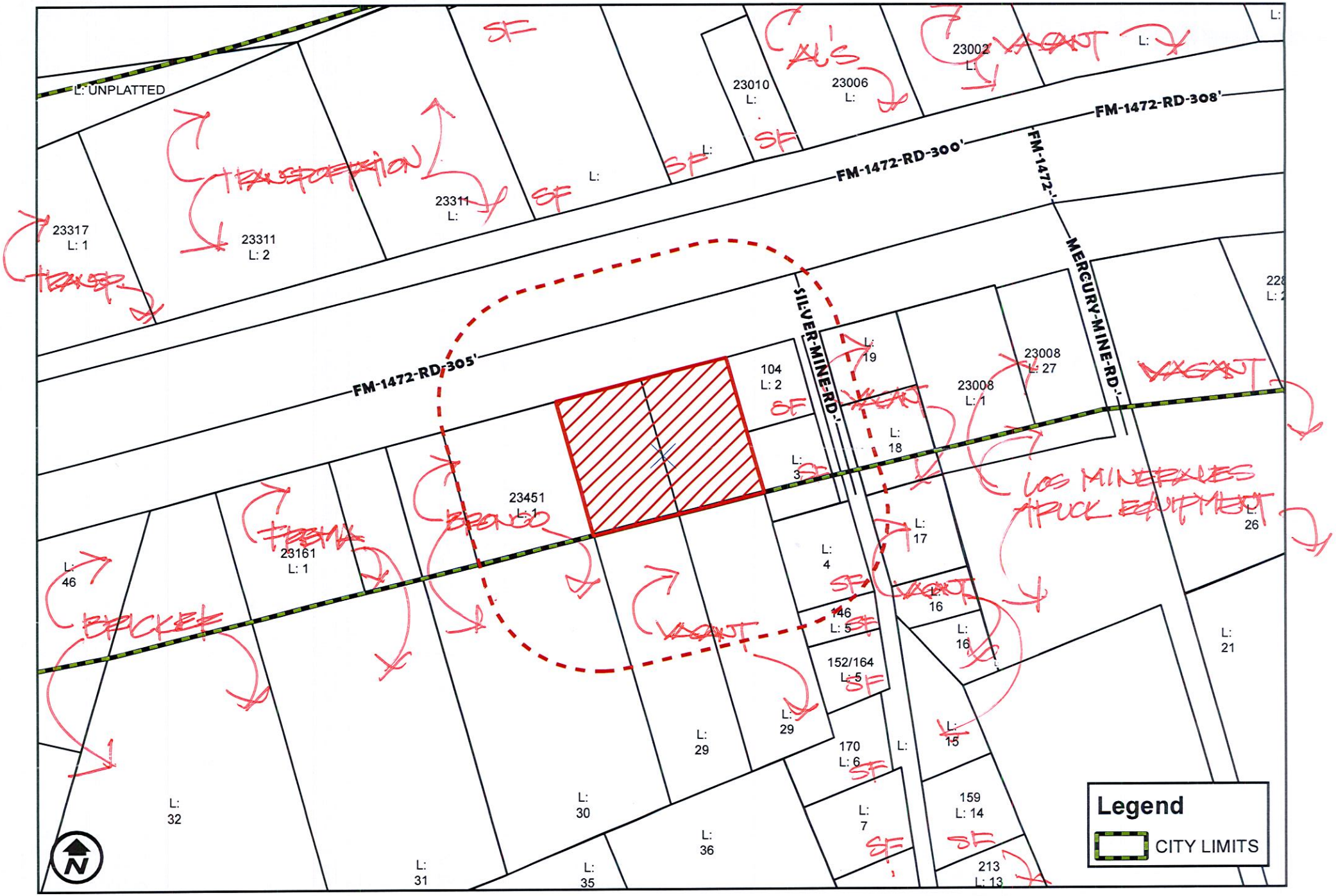
APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)



ZONING MAP
1 inch = 202 feet

ZC-80-2018
COUNCIL DISTRICT 7
23447 FM 1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)



200' NOTIFICATION
1 inch = 202 feet

ZC-80-2018
COUNCIL DISTRICT 7
23447 FM 1472

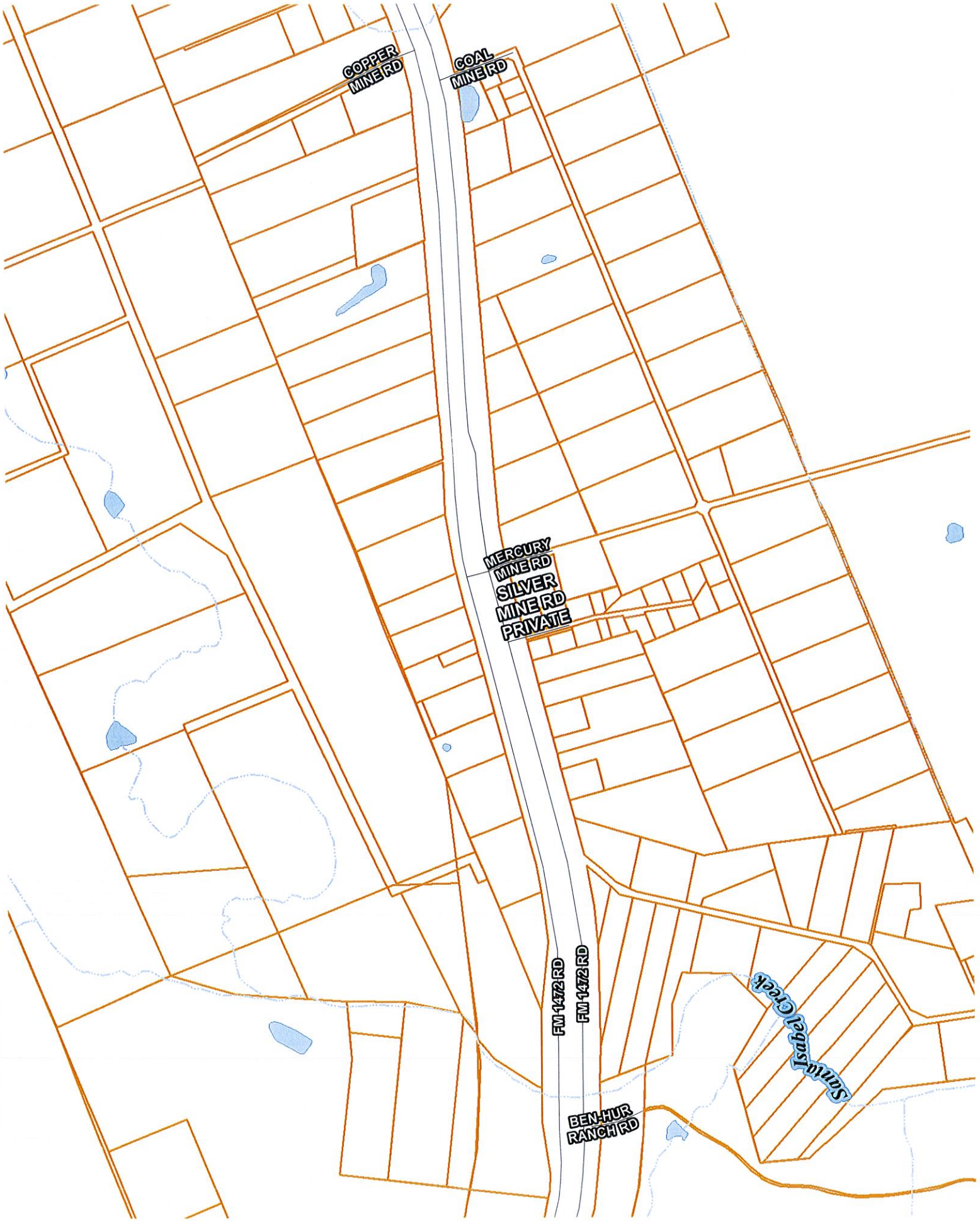
APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

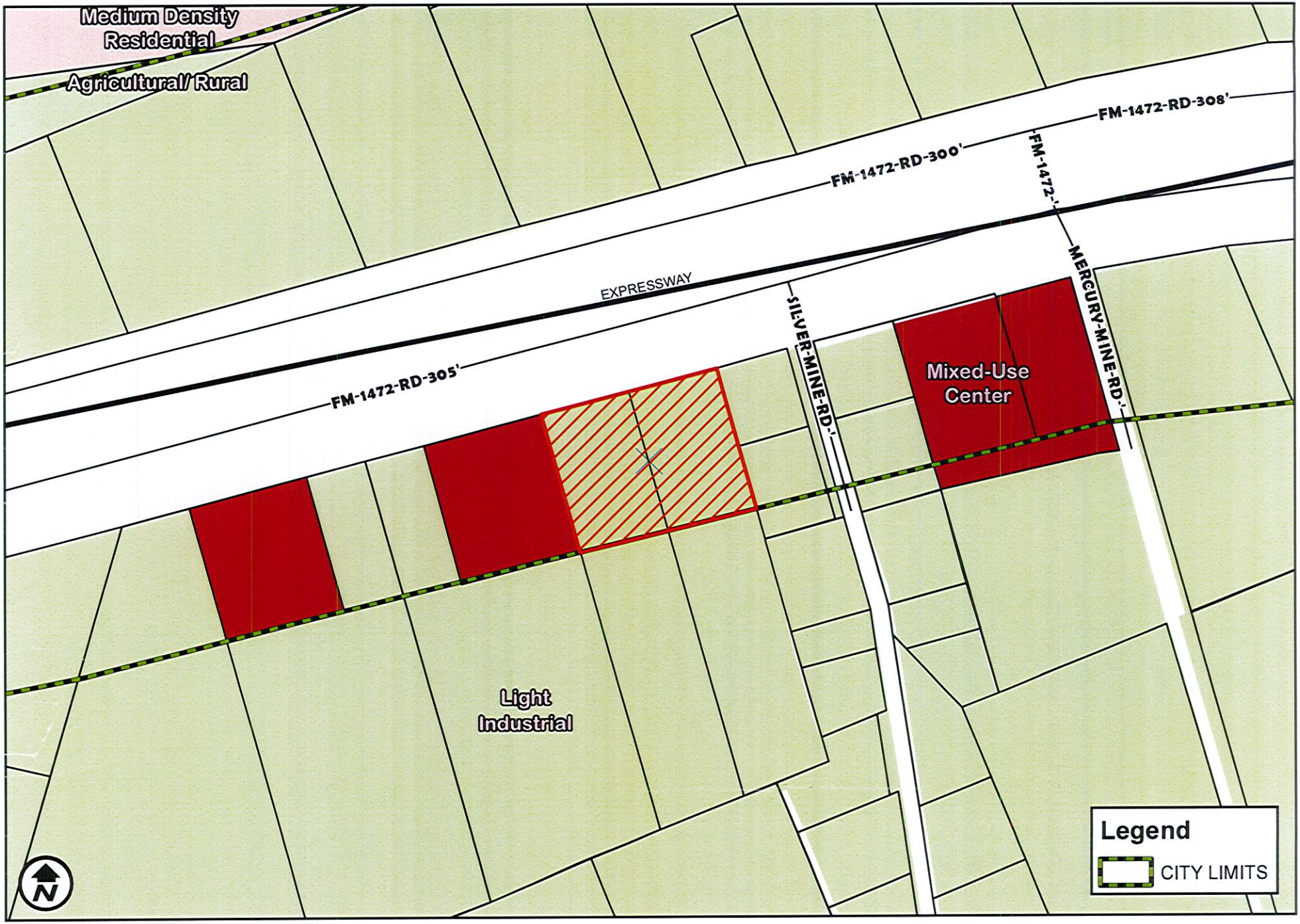
ZONING OVERVIEW
1 inch = 202 feet

ZC-80-2018
COUNCIL DISTRICT 7
23447 FM 1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

COPPER MINE RD
COAL MINE RD
MERCURY MINE RD
SILVER MINE RD PRIVATE
FM 1472 RD
FM 1472 RD
Santa Gertrudis Creek
BEN-HUR RANCH RD


COPPER MINE RD
COAL MINE RD
MERCURY MINE RD
SILVER MINE RD PRIVATE
FM 1472 RD
FM 1472 RD
Santa Isabel Creek
BEN-HUR RANCH RD

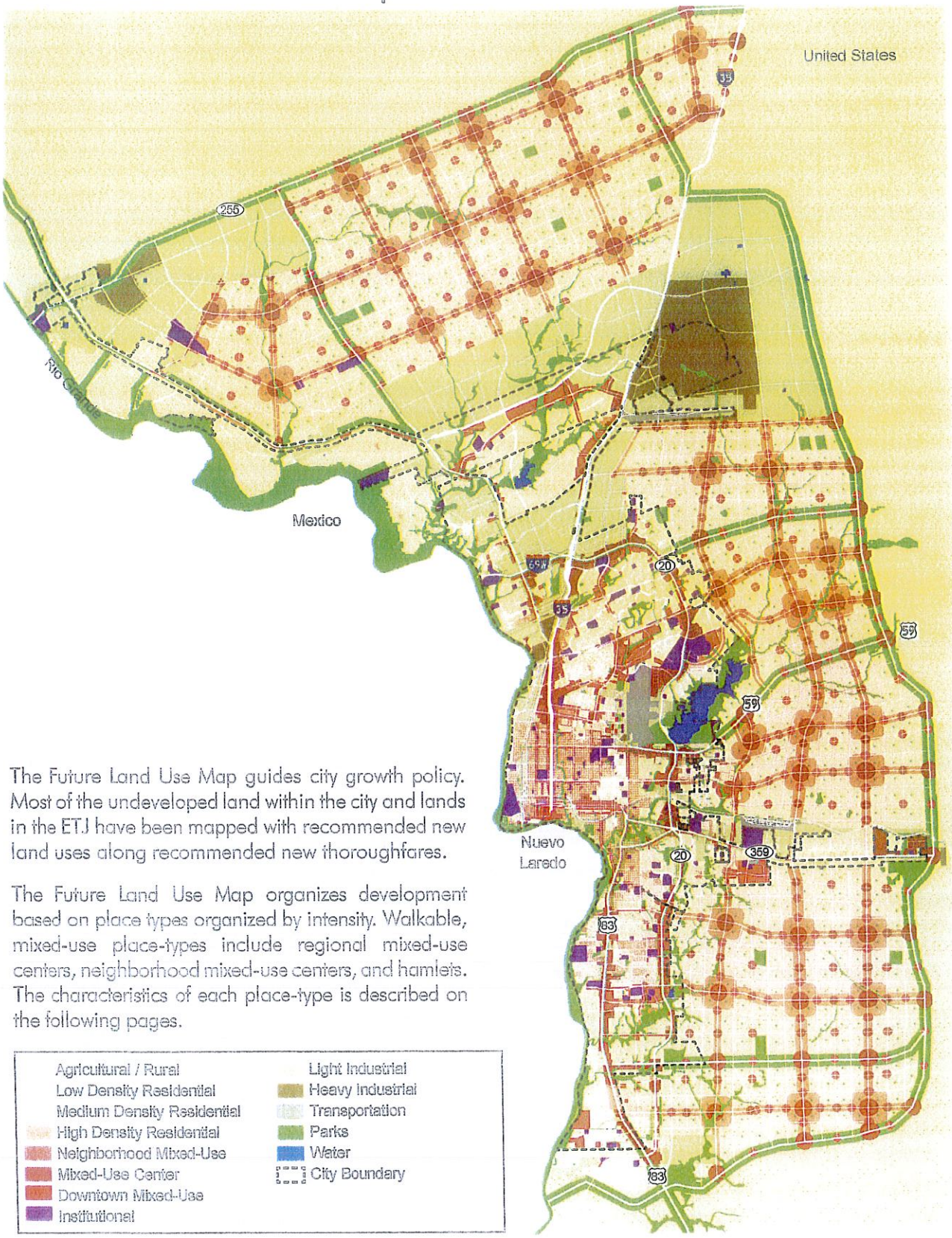


FUTURE LANDUSE MAP
1 inch = 202 feet

ZC-80-2018
COUNCIL DISTRICT 7
23447 FM 1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

Future Land Use Map



The Future Land Use Map guides city growth policy. Most of the undeveloped land within the city and lands in the ETJ have been mapped with recommended new land uses along recommended new thoroughfares.

The Future Land Use Map organizes development based on place types organized by intensity. Walkable, mixed-use place-types include regional mixed-use centers, neighborhood mixed-use centers, and hamlets. The characteristics of each place-type is described on the following pages.

- Agricultural / Rural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed-Use
- Mixed-Use Center
- Downtown Mixed-Use
- Institutional
- Light Industrial
- Heavy Industrial
- Transportation
- Parks
- Water
- City Boundary

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

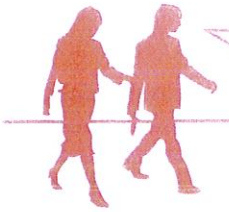
* RO within a Low Density Residential is allowed with the exception of restaurants.

** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.



The city has no water features; only Casa Blanca. North Laredo Central Park could be turned into a river walk with an urban recreational lake surrounded by businesses.

Create incentives for job creation, economic development, and alternative land development options (higher and lower density).

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

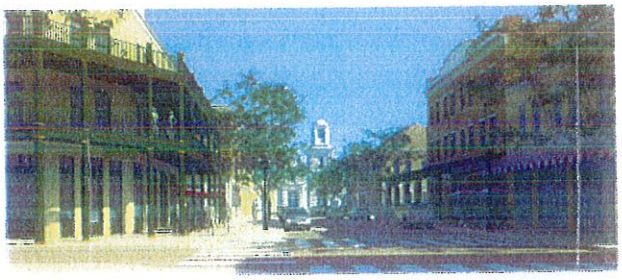
- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.



Neighborhood Mixed-Use

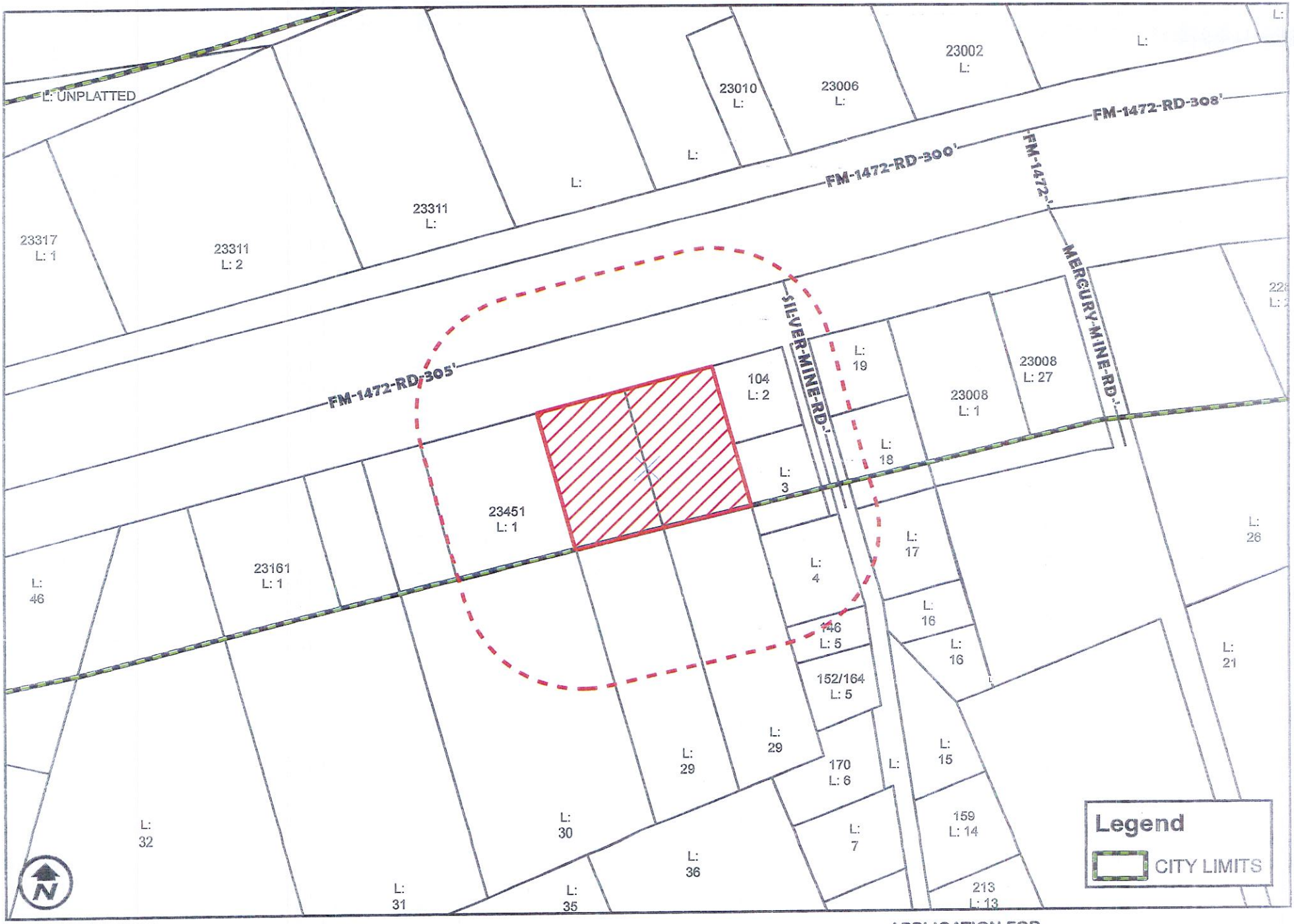
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use



200' NOTIFICATION
1 inch = 202 feet

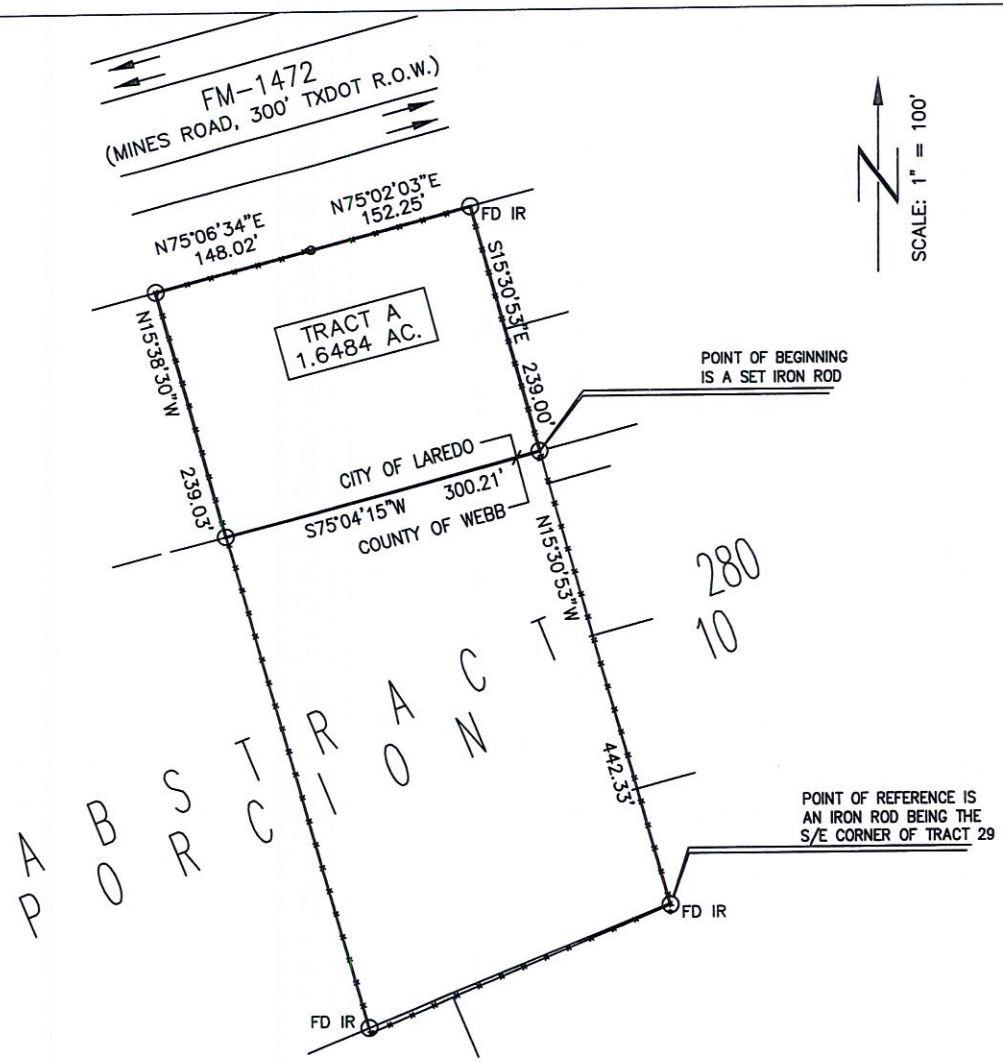
ZC-80-2018
COUNCIL DISTRICT 7
23447 FM 1472

APPLICATION FOR
AG (AGRICULTURAL)
-> M1 (LIGHT INDUSTRIAL DISTRICT)

ZC-80-2018
AG to M-1
23447 FM 1472 RD.

ZC-80-2018
AG to M-1
23447 FM 1472 RD.

ZC-80-2018
AG to M-1
23447 FM 1472 RD.



GUERRA ENGINEERING & SURVEYING CO.
LAREDO, TX, 78041 956-718-2600 fred_ges@sbcglobal.net
ENGR FIRM # F-9484, SURV. FIRM # 100173-00

TRACT 29 RANCHITOS IV LOS MINERALES
1.6484 ACRE TRACT
BEING A PART OF THE ORIGINAL TRACT 29
AS CONVEYED TO ASHIRWAD GROUP LLC
PER V. 3862, P. 119, 02-OCT-2015, OPRWCT

DRAWN BY:	A.T.G.	FILE: FINAL PLAT...DWG	DATE: 21-AUG-2018
CHECKED BY:	A.T.G.	SCALE:	24X36 SIZE: 1"= 100'
APPROVED BY:	A.T.G.	SHEET	1 OF 1

Exhibit A

1.6484 Acre Tract – Phase I Plat
Portion of Tract 29 Ranchitos IV Los Minerales, Webb County, Tx.

A 1.6484 acre tract of land, more or less, being an entire called 4.82 acres out of an original Tract 29, Ranchitos IV Los Minerales, an unrecorded subdivision plat; as conveyed to Anshirwad Group LLC, as per v. 3862, p. 119, in the Official Public Records of Webb County, Tx.; said tract being situated in Porcion 10, Abstract 280, Tomas Sanchez – Original Grantee, and also being within Webb County, Tx.; said tract being more particularly described as follows:

COMMENCING at found iron rod, being the original southeast corner of said original Tract 29, Ranchitos IV Los Minerales, v. 517, p. 402, Deed Records of Webb County, Tx.; THENCE, N 15°30'53" W, a distance of 442.33', to a set iron rod for the POINT OF BEGINNING and southeast corner hereof;

THENCE, S 75°04'15" W, a distance of 300.21 feet, along the south line hereof, to a set iron rod for the southwest corner hereof;

THENCE, N 15°38'30" W, a distance of 239.03 feet, along the west line hereof, to a set iron rod for the northwest corner hereof;

THENCE, N 75°06'34" E, a distance of 148.02 feet, along the north line hereof, same being the south line of FM-1472 (Mines Rd., 300' TxDot R.O.W.), to a found iron rod for a deflection hereof;

THENCE, N 75°02'03" E, a distance of 152.25 feet, along the north line hereof, same being the south R.O.W. of said FM-1472, to a found iron rod for the northeast corner hereof;

THENCE, S 15°30'53" E, a distance of 239.00 feet, along an existing fence line being the east line of said Tract 29 and hereof, same being the west line of a Tract 28, Ranchitos IV Los Minerales, to the POINT OF BEGINNING of this 1.6484 acre tract of land, more or less.

Notes from Surveyor:

1. No title search provided, there may be certain conveyances that may not appear on this survey.
2. Basis of Bearings taken from the recorded deed, v. 3862, p. 119, OPRWCT.
3. This Metes & Bounds Description accompany a survey sketch prepared by and dated same.

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Metes & Bounds Description was prepared from an actual survey of the property made under my supervision on the ground, and that the corner monuments described were either found or placed under my supervision. This the 21-Aug-2018,

Alfredo T. Guerra, RPLS #5702, GUERRA ENGINEERING & SURVEYING CO.
ENGR. FIRM No. 9484; SURV. FIRM No. 100173-00, fred_ges@sbcglobal.net

City Council-Regular **11.**

Meeting Date: 03/18/2019

Staff Source: Rosario Cabello, Co-Interim City Manager

Staff Source: Ana Villareal, Planner II

Initiated by: TXINV Family Limited Partnership, Owner; Gustavo Rubio, Applicant

Prior Action: This item was tabled at the regular Council meeting of February 19, 2019.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Kimberly Plaza, located at 4800 McPherson Rd.,Suite B; providing for publication and effective date.

Planning and Zoning Commission recommends **approval** of the proposed Special Use Permit. **Staff does not support** the application as it does not comply with the minimum separation distance of three hundred (300) feet to a residential zoning district.

ZC-20-2019
District V

BACKGROUND:

Council District: V- The Honorable Nelly Vielma

Proposed use: Restaurant Serving Alcohol

Site: Site is an existing restaurant operating on a commercial plaza.

Surrounding land uses: North of the site is a beauty salon,Print Express and single-family residential uses. South of the site is are multi-family residential uses. East of the site, across McPherson Rd., are multi-family residential uses. West of the site are single-family residential uses

Comprehensive Plan: The Future Land Use Map recognizes part of this tract as Neighborhood Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan has identified McPherson Rd. as a Major Arterial.

Letters sent to surrounding property owners: 12

In Favor: 1
Opposed: 2

STAFF COMMENTS:

A Special Use Permit (S.U.P.) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc

Staff does not support the proposed Special Use Permit for the following reason:

1. Although the proposed district is in compliance with the Comprehensive Plan's designation for this property as Neighborhood Mixed Use and the use is appropriate along a Major Arterial, the property does not comply with the minimum distance separation distance of three hundred (300) feet a residential zoning district as required by the Laredo Land Development Code (**Nearest residential district: 268.42')**

Staff also notes that regarding parking:

1. **The proposed location meets the minimum parking requirements as per section 24-78.3(2)Commercial/Service (vv)(1). This section requires 12 parking spaces per 1000 SF. There are three (3) restaurants at this location.**

a. Suarez Restaurant - 650.00 SF of dinning area= 7.8 = 8 parking spaces
b. Mr. Corn - 450.00 SF of dinning area= 5.4 = 5 parking spaces
c. Obregon's Restaurant - 1,250.00 SF of dinning area= 15.0=15 parking spaces (restaurant applying for the Special Use Permit to serve alcohol). Refer to revised revised site plan Exhibit "A".

Parking spaces required for all uses (3 restaurants) = 28
Parking spaces provided for all uses (3 restaurants) = 35

P&Z RECOMMENDATION:

The Planning & Zoning Commission in a 5 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION:

Staff does not support the proposed Special Use Permit.

IMPACT ANALYSIS

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to TXINV Family Limited Partnership, Owner; Gustavo Rubio and Obregon's Mexican Restaurant, Applicant for a restaurant serving alcohol, and is non-transferable.
2. The Special Use Permit is restricted to approx. 3,070 S.F. as per the site plan, Exhibit “A”, which is made part hereof for all purposes.
3. Hours of operation shall be Monday through Sunday from 8 a.m. to 2:00 a.m as per Exhibit “B”.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City’s Sign Ordinance.
6. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
7. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
8. The restaurant shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load.
9. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The restaurant shall undergo an annual Fire Inspection.
11. 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 Food Manager License (annual), Food handler’s Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
12. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
13. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
14. Owner shall provide a 7’ high opaque fence along property lines which abut or adjoin any residential zones/uses.
15. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
16. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
17. The restaurant shall maintain and comply with the Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo Planning Department with a copy of

the current TABC License to include but not limited to any renewals or amendments as they occur.

Attachments

Ordinance
Maps
Land Use Equivalents Chart
Survey and Exhibits
Pictures
Revised Exhibit "A" - Site Plan

ORDINANCE NO. 2019-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, KIMBERLY PLAZA, LOCATED AT 4800 MCPHERSON RD.,SUITE B; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to authorize a Special Use Permit for a Restaurant Serving Alcohol on Lot 1, Block 1, Kimberly Plaza, located at 4800 McPherson Rd., Suite B; 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 January 17, 2019, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** 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 February 18, 2019, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; 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 authorizing a Special Use Permit for a Restaurant Serving Alcohol on Lot 1, Block 1, Kimberly Plaza, located at 4800 McPherson Rd., Suite B.

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 TXINV Family Limited Partnership, owner; Gustavo Rubio and Obregon's Mexican Restaurant, applicant, for a restaurant serving alcohol, and is non-transferable.
2. The Special Use Permit is restricted to approx. 3,070 S.F. as per the site plan, Exhibit “A”, which is made part hereof for all purposes.

3. Hours of operation shall be Monday through Sunday from 8 a.m. to 2:00 a.m as per Exhibit "B".
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance.
6. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
7. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
8. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
9. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
10. The restaurant shall undergo an annual Fire Inspection.
11. 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 Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
12. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
13. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
14. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
15. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
16. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
17. The restaurant shall maintain and comply with the Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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 Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, 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 and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

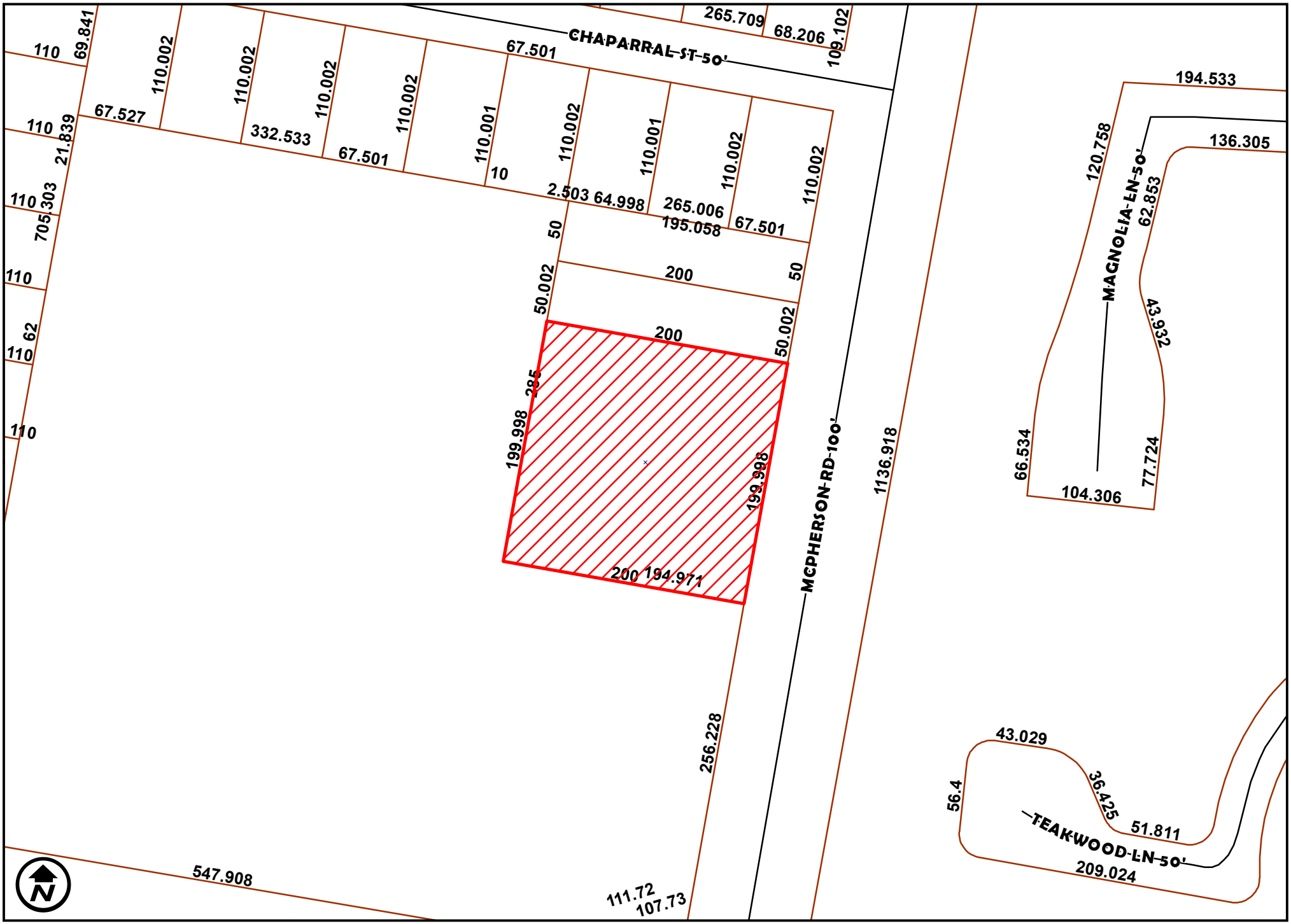
_____

KRISTIN K. LAUREL HALE
CITY ATTORNEY

AERIAL MAP
1 inch = 100 feet

ZC-20-2019
COUNCIL DISTRICT 5
4800 MCPHERSON RD STE B

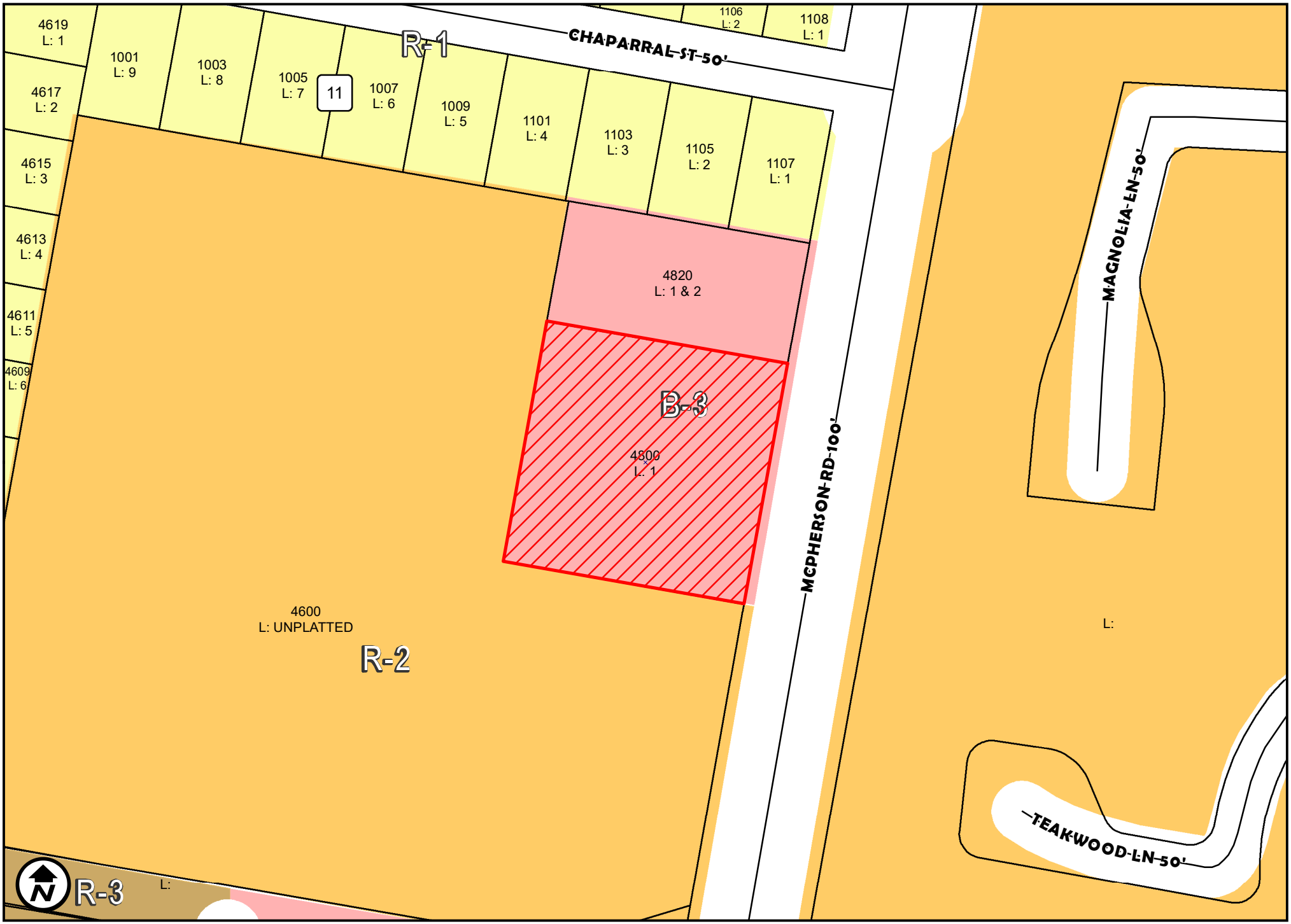
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



DIMENSIONS MAP
1 inch = 100 feet

ZC-20-2019
COUNCIL DISTRICT 5
4800 MCPHERSON RD STE B

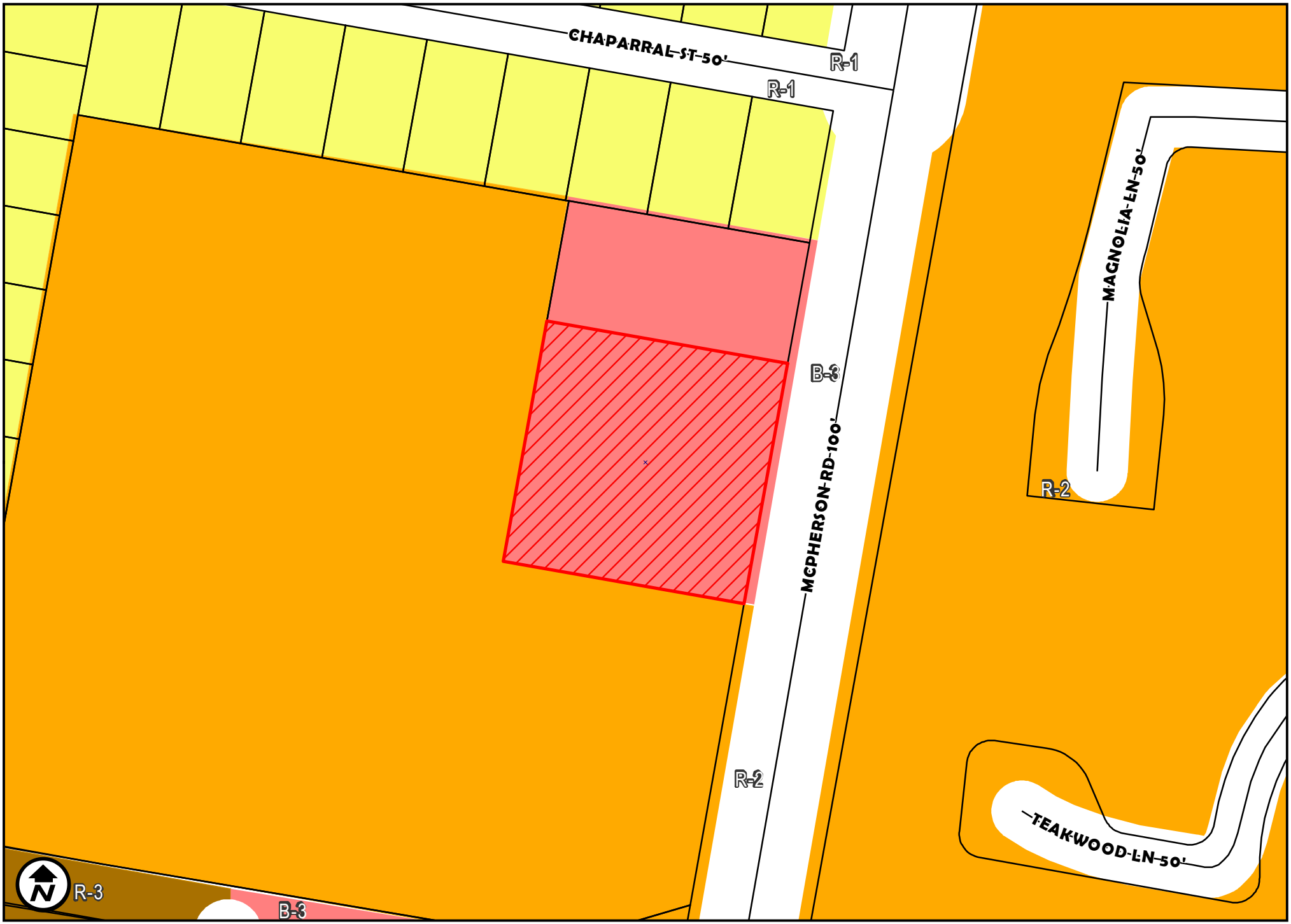
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



ZONING MAP
1 inch = 100 feet

ZC-20-2019
COUNCIL DISTRICT 5
4800 MCPHERSON RD STE B

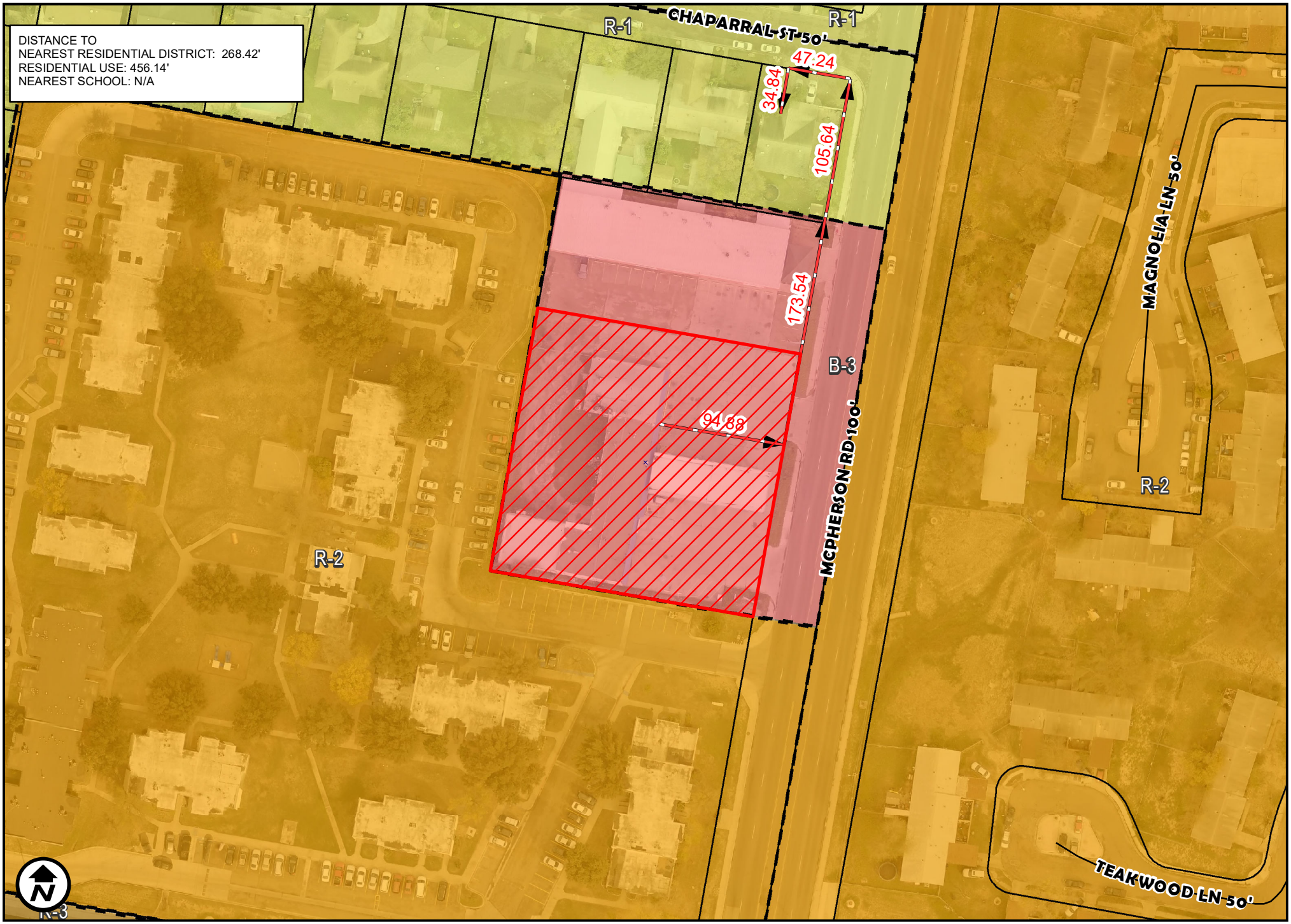
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



ZONING OVERVIEW
1 inch = 100 feet

ZC-20-2019
COUNCIL DISTRICT 5
4800 MCPHERSON RD STE B

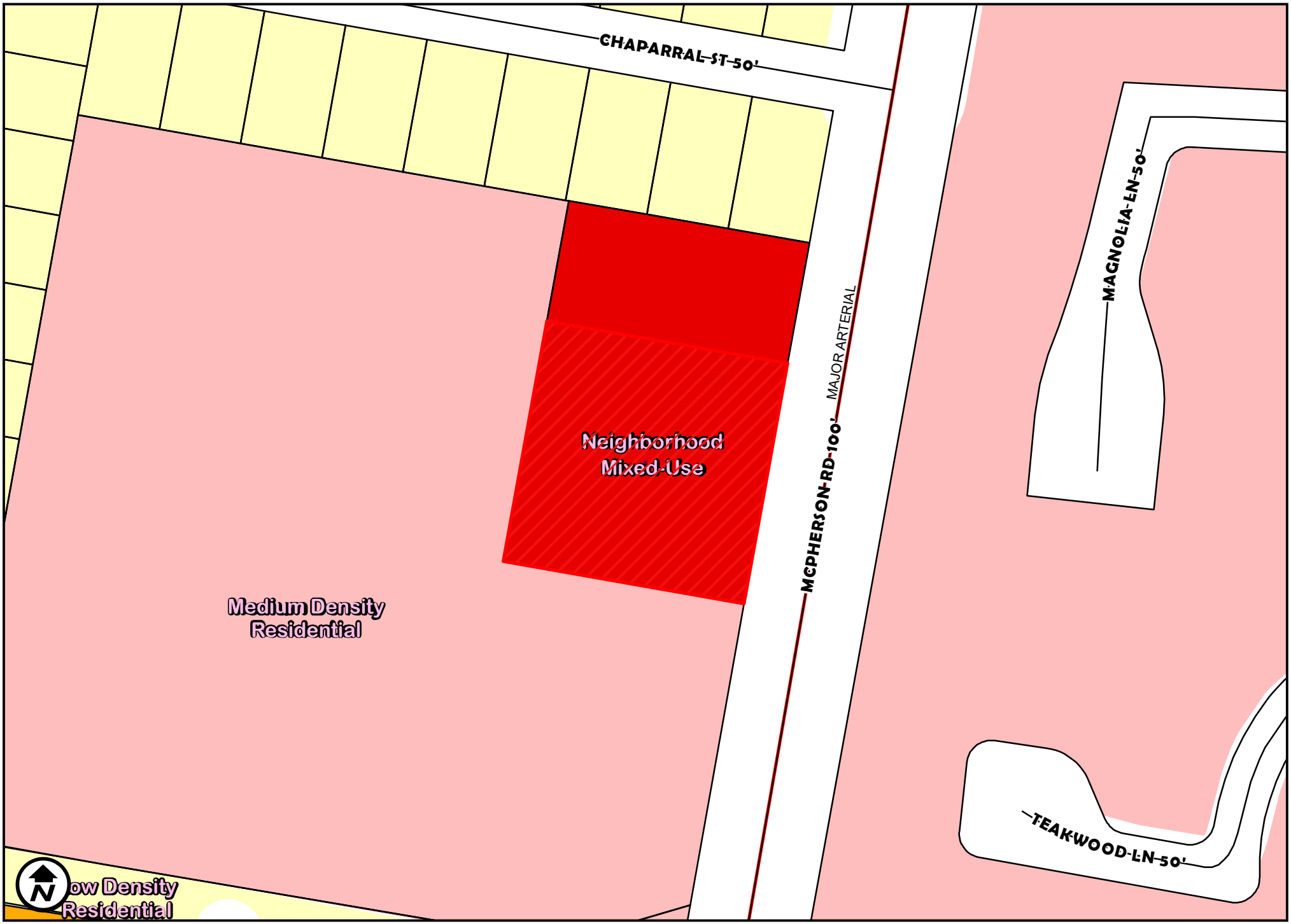
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



MEASUREMENTS
1 inch = 92 feet

ZC-20-2019
COUNCIL DISTRICT 5
4800 MCPHERSON RD STE B

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



FUTURE LANDUSE MAP
1 inch = 100 feet

ZC-20-2019
COUNCIL DISTRICT 5
4800 MCPHERSON RD STE B

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.

Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

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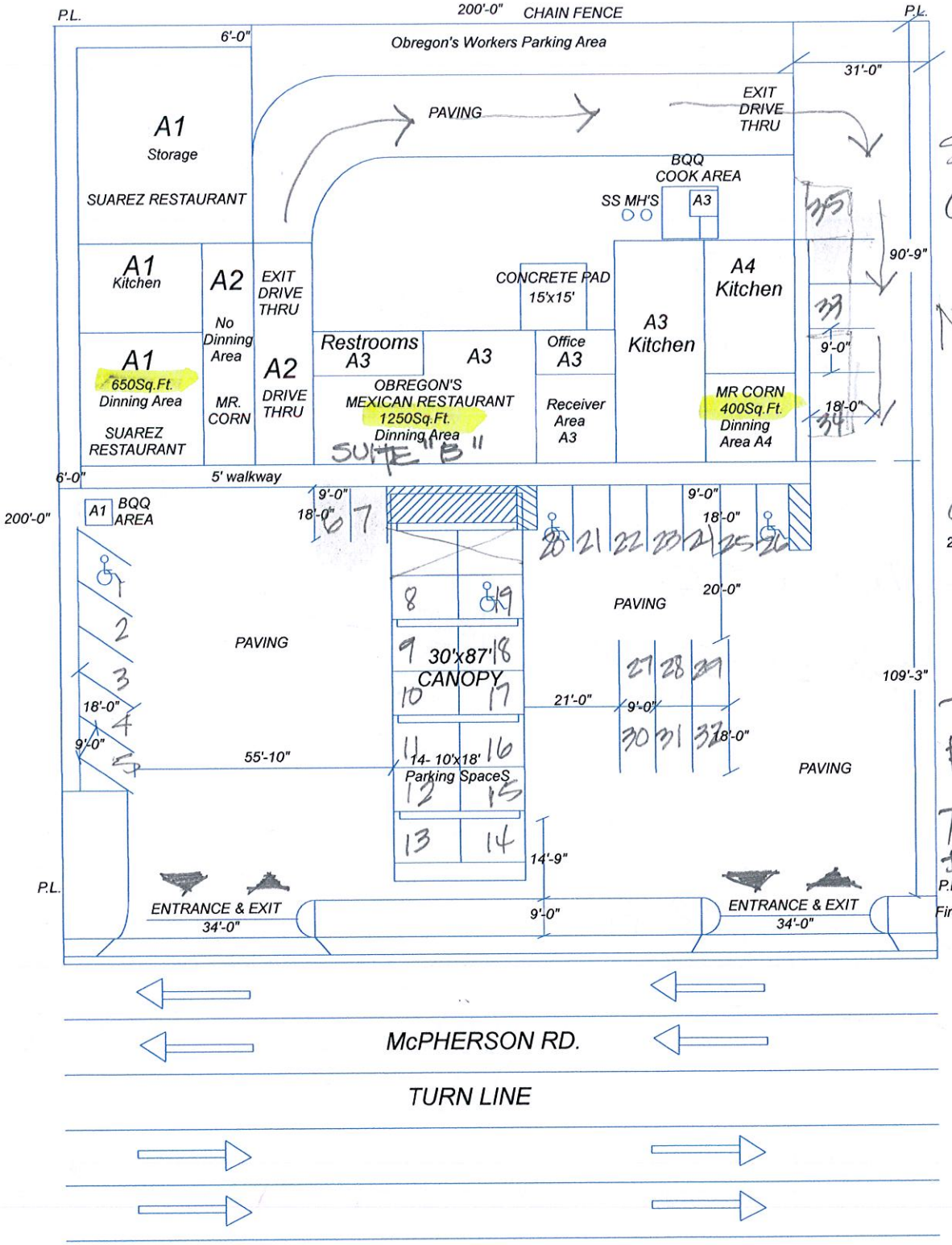
ZC-20-2019
Lot 1, Block 1, Kimberly Plaza
4800 McPherson Rd.
SUP- Restaurant Serving Alcohol.



S N

SUAREZ
650 SF.
= 7.8 = 8

MR. CORN
450 SF. =
= 5A = 5

OBREGON'S
1250 SF
= 15

TOTAL P.S.
REQUIRED = 28

TOTAL P.S
PROVIDED = 35

PROPERTY:	217898 ZONING: B3
PROPERTY:	40,000.00 SQ.FT.
LOT : 1	BLK: 1
PLAZA NAME:	KIMBERLY PLAZA
OWNER ID:	10150801 TX INV FAMILY
SITUS:	4800 McPHERSON DR.
CITY:	LAREDO TX 78041

2019 FEB 26 AM 11 09

REVISED SITE PLAN
EXHIBIT "A"

Public Hearings (also Intro Ord) **12.**

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

Public Hearing and Introductory Ordinance authorizing Co-Interim City Managers to amend the City of Laredo 2018-2019 Laredo Auto Theft Task Force Fund Budget by increasing revenues by $6,480.00, drawing down from fund balance $14,120.00 and increasing expenditures in the amount of $20,600.00, to appropriate program income for the period of September 1, 2018 through August 31, 2019. Program Income will be used to fund training and equipment for the Auto Theft Task Force to combat auto burglary and theft in the City of Laredo. Funding is available in the Auto Theft Task Force Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Resolution to accept grant was approved by council on August 20, 2018.

BACKGROUND

The funds generated from the up to $40 per inspection authorized by Transportation Code section 501.0321(e) (as modified by SB2076-85th (R) Leg) can be used to offset the 14.5% reduction in FY18-19 Appropriations to ABTPA funding. The program income generated from the VIN inspections should be retained in or by the local taskforce and be available to local grant programs to, for example: prevent law enforcement personnel reductions or to augment program capacity, or improve local apprehension and detection technology to combat motor vehicle burglary and theft.

Additionally in the ABTPA Administrative Grant Manual, Section 3.37, *Program Income*, "generated program income" includes "charges or fees received using grant funded personnel (VIN Inspections) or equipment."

When grant funded positions are used to conduct the VIN Inspections and charge the $40 fee, the revenues must be deposited into the government's general funds and credited to the grant program's Program Income Account in accordance with the governing law, rules, standards and guidelines.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That City Council approves this Public Hearing.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	Auto Theft Task Force
Account #:	222
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

	Original Budget	Proposed Amendment	Amended Budget
Revenues		$6,480	$6,480
Fund Balance		($14,120.00)	($14,120.00)
Expenditures:			
Training		$12,340.00	$12,340.00
Equipment		$8,260.00	$8,260.00

Attachments

Introductory Ordinance

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO 2018-2019 LAREDO AUTO THEFT TASK FORCE FUND BUDGET BY INCREASING REVENUES BY $6,480, DRAWING DOWN FROM FUND BALANCE $14,120 AND INCREASING EXPENDITURES IN THE AMOUNT OF $20,600.00, TO APPROPRIATE PROGRAM INCOME FOR THE PERIOD OF SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019. PROGRAM INCOME WILL BE USED TO FUND TRAINING AND EQUIPMENT FOR THE AUTO THEFT TASK FORCE TO COMBAT AUTO BURGLARY AND THEFT IN THE CITY OF LAREDO. FUNDING IS AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.

Whereas, under the provisions of the Texas Revised Civil Statutes Article 4413(37) and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Automobile Burglary and Theft Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat automobile burglary in the jurisdiction; and

Whereas, The City of Laredo has agreed that in the event of loss or misuse of the A.B.T.P.A. funds, the City of Laredo assures that the funds will be returned to the Texas Auto Burglary & Theft Prevention Authority.

Whereas, The City of Laredo has designated Rosario Cabello, Co-Interim City Manager as the Authorized Official; Jose F. Castillo, Acting Finance Director as the Financial Officer; and Assistant Chief Miguel A. Rodriguez, Jr., as the Project Director.

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

Section 1: Authorizing the City Manager to amend the City of Laredo 2018-2019 Laredo Auto Theft Task Force Fund Budget by increasing revenues by $6,480, drawing down from fund balance $14,120 and increasing expenditures in the amount of $20,600.00, to appropriate program income for the period of September 1, 2018 through August 31, 2019. Program Income will be used to fund training and equipment for the Auto Theft Task Force to combat auto burglary and theft in the City of Laredo. Funding is available in the Auto Theft Task Force Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA L. HALE
CITY ATTORNEY

Introductory Ordinances **13.**

City Council-Regular
Meeting Date: 03/18/2019
Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

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SUBJECT

An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 2, Sections 2-16(b) and adding a new Section 2-19 of the Code of Ordinances to establish the offices of Deputy City Manager and Assistant City Manager to oversee and coordinate the various functions and services of the city; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On February 1, 2019, the City Council approved a motion to create an ordinance establishing the offices of deputy city manager and assistant city manager.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council introduce this ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in General Fund.

Attachments

2019-O-

ORDINANCE NO. 2019-O-___

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 2, SECTIONS 2-16(B) AND ADDING A NEW SECTION 2-19 OF THE CODE OF ORDINANCES TO ESTABLISH THE OFFICES OF DEPUTY CITY MANAGER AND ASSISTANT CITY MANAGER TO OVERSEE AND COORDINATE THE VARIOUS FUNCTIONS AND SERVICES OF THE CITY; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, Section 4.01 of the Laredo City Charter provides the City Council may by ordinance establish City departments, offices or agencies in addition to those created by the Charter and may prescribe the functions of all departments, offices and agencies; and

WHEREAS, the City Council desires to establish the offices of deputy city manager and assistant city manager to oversee and coordinate the various functions and services of the city.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 2, Article II, Division 2, Section 2-16(b) is hereby amended to read as follows:

(b) City manager's authority subject to division 5 of this article.

(1) Pursuant to authority granted by the City Charter, sections 3.05 and 4.01, the city manager has exclusive authority to appoint, suspend or remove all city department directors, except as otherwise provided by law, the City Charter or policy adopted in accordance with the Charter. The city manager also has direction and approval authority over department directors' supervision and control of their departments, except as to the department directors' authority to appoint, suspend or remove their respective departments' employees.

(2) Pursuant to City Charter section 3.04, the city manager may designate and delegate, subject to the approval of the city council, a qualified administrative officer to exercise the powers and perform the duties of his office during his or her temporary absence or disability. City council, however, may revoke such designation at any time and appoint another officer of the city to serve as city manager until the city manager returns or the disability of the city manager ceases. The authority delegated to the acting city manager

as it regards department directors, however, shall be limited to suspending directors, and shall not include the authority to appoint or remove any department director.

(3) In the event the City Manager resigns, is terminated, or is unable to fulfill the duties of City Manager, the deputy city manager is hereby empowered and designated to act and serve as the city manager until the appointment of the successor to the office; provided, however, the city council may be ordinance empower and designate some person other than the deputy city manager to temporarily act and serve as city manager. In the temporary absence of both the city manager and the deputy city manager, the assistant city manager designated by the city manager shall be empowered and designated to act and serve as the city manager during such temporary absence.

Section 2. The City of Laredo Code of Ordinances, Chapter 2, Article II, Division 2, is hereby amended by adding a new section 2-19 "Deputy City Manager and Assistant City Manager" to read as follows:

Sec. 2-19. – Deputy City Manager and Assistant City Manager.

(a) Deputy City Manager. There is hereby created the office of deputy city manager. The office shall include one deputy city manager who shall be appointed and removed by the City Manager subject to approval of the City Council. The office of deputy city manager shall be subject to budgetary funding by the city council as may occur prior to or subsequent to this section. There may be more than one budgeted position of deputy city manager as may be necessary to further city business and interests. The position of the deputy city manager shall be held by qualified persons, appointed as provided by the Laredo City Charter and personnel policies. Qualifications, duties, and responsibilities of the deputy city manager shall be subject to the approval of the city manager.

(b) Assistant City Manager. There is hereby created the office of assistant city manager. The office shall include at least two assistant city managers who shall be appointed and removed by the City Manager subject to approval of the City Council. The position of assistant city manager shall be subject to budgetary funding by the city council as may occur prior to or subsequent to this section. There may be more than two budgeted positions of assistant city manager as may be necessary to further city business and interests. The position of the assistant city manager shall be held by qualified persons, appointed as provided by the Laredo City Charter and personnel policies. Qualifications, duties, and responsibilities of the assistant city manager shall be subject to the approval of the city manager.

(c) The City Manager may develop and promulgate appropriate city organizational charts to set forth the positions established herein, as well as requirements set forth within any other city ordinance or resolution adopted by the city council, to include direct reporting requirements, if any, for each department to a deputy or assistant city manager.

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

Section 6. This Ordinance shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2019.

_____

PETE SAENZ
MAYOR

ATTESTED:

_____

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE

CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Introductory Ordinances **14.**

City Council-Regular

Meeting Date: 03/18/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Anita O. Stanley, Assistant Parks Director, Parks & Leisure - Haynes Rec. Center

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SUBJECT

An Ordinance of the City of Laredo, Texas, amending Chapter 23, Parks and Leisure Services Department, providing for the renaming of Parks and Leisure Services to Parks and Recreation Department; providing a waiver of membership fees to senior community facility centers for persons ages sixty-two and older; allowing free membership to recreational facilities for veterans; providing for the renumbering of certain sections of Chapter 23; providing for rental fees for flag football, rugby, concession stands, Freddy Benavides Sisters of Mercy Lazy River Pool and Water Slide Complex, and related use fees; providing that this ordinance shall be cumulative; containing a savings clause; containing a severability clause; and providing an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

City Council directed on October 15, 2018 to allow veterans free access to City's Recreation Centers and on October 7, 2017, City Council allowed for turn-key basketball rental but with multi-use of the facility, there will be a need to negotiate a stadium use fee for which would be in the best interest of the City.

BACKGROUND

City Council directed on October 15, 2018 to allow veterans free access to City's Recreation Centers and on October 7, 2017, City Council allowed for turn-key basketball rental but with multi-use of the facility, there will be a need to negotiate a stadium use fee for which would be in the best interest of the City. On September 17, 2012, City Council directed that the library's status b e reflected as a department of the City of Laredo and in 2004, the adoption and implementation of league fees was initiated and the costs to upkeep the leagues continues to escalate as well as adding additional types of sport leagues.Pending info.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
Staff recommends.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Any waivering of fees will result in less revenue for General Fund.

PUBLIC HEARING AND INTRODUCTORY ORDINANCE

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 23, PARKS AND LEISURE SERVICES DEPARTMENT, PROVIDING FOR THE RENAMING OF PARKS AND LEISURE SERVICES TO PARKS AND RECREATION DEPARTMENT; PROVIDING A WAIVER OF MEMBERSHIP FEES TO SENIOR COMMUNITY FACILITY CENTERS FOR PERSONS AGES SIXTY-TWO AND OLDER; ALLOWING FREE MEMBERSHIP TO RECREATIONAL FACILITIES FOR VETERANS; PROVIDING FOR THE RENUMBERING OF CERTAIN SECTIONS OF CHAPTER 23; PROVIDING FOR RENTAL FEES FOR FLAG FOOTBALL, RUGBY, FREDDY BENAVIDES SISTERS OF MERCY LAZY RIVER POOL AND WATER SLIDE COMPLEX, AND RELATED USE FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council directed on the October 15, 2018 City Council meeting to allow veterans free access to the City's recreation centers; and

WHEREAS, the adoption and implementation of league fees was initiated in 2004 and the costs to upkeep the leagues continues to escalate with the high volume of participants and visitors; and

WHEREAS, the additional rental fees would offset the cost of supplies and maintenance and operations for the recreational facilities; and

WHEREAS, the City has eleven facilities throughout Laredo and three of them are dedicated to senior citizens; and

WHEREAS, City Council directed on the October 7, 2017 City Council meeting to allow for turn-key baseball rental but with multi-use of the facility, there will be a need to negotiate a stadium use fee which would be in the best interest of the city; and

WHEREAS, the department name was changed to Parks and Leisure Services to accommodate the Library as a division within the Department but City Council directed on September 17, 2012, that the library's status be reflected as a department of the City of Laredo; and

WHEREAS, City Council finds that said ordinance is fair and reasonable.

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

Section 1. Amendment.

Chapter 23 - PARKS AND []RECREATION DEPARTMENT

ARTICLE I. - IN GENERAL

Sec. 23-1. - Tennis court and racquetball facility rules and regulations adopted.

([*[*.]) Short title; definitions:

(1) This section shall regulate the Market Street and Haynes Recreation Center tennis courts and the Albert Ochoa Park and Haynes Recreation Center racquetball courts *and any other tennis and racquetball court facilities owned and operated by the City of Laredo* .

(2) The term "adults" as used in this section shall mean persons []*18 (eighteen) years and older*.

(3) The term "juveniles" as used in this section shall mean persons between the ages of seventeen (17) years and twelve (12) years.

(4) The term "children" as used in this section shall mean persons eleven (11) years old and younger.

(5) The term "individual(s)" as used in this section shall mean one (1) person regardless of age.

([]) Schedule and *tennis court* fees [: .] (1) Adults:

Schedule

January through December

Monday through Friday

Fee

9:00 a.m.—[]6:00 p.m Free

[]6:00 p.m.—10:00 p.m., per person per hour court time..... 2.00

Saturday, Sunday

9:00 a.m.—6:00 p.m.....Free

6:00 p.m.—10:00 p.m., per person per hour court time.....3.00

(2) Juveniles:

Schedule

January through December

Monday through Friday

Fee

9:00 a.m.—3:00 p.m....Free

3:00 p.m.—10:00 p.m., per person per hour court time..... 1.00

Saturday, Sunday

9:00 a.m.—6:00 p.m…....Free

6:00 p.m.—10:00 p.m., per person per hour court time.....2.00

(3) Children:

Schedule

Sunday through Saturday……Free

9:00 a.m.—10:00 p.m…....Free

([]4) Senior citizens: These fees shall not be charged to any adult sixty[-]*two* (62[]) years old or older[].

([]5) Passes: Passes for both adults and juveniles shall be sold for fifteen dollars ($15.00) per month if bought on a monthly basis and one hundred twenty dollars ($120.00) if bought for a one-year period.

[ ] [] *(6) Leagues and Tournaments*. Fees for the Market Street and Haynes Recreation Center Tennis Courts *and any other court facilities owned and operated by the City of Laredo.* []

a. Open tournament ..... 2.50 per court per hour

b. Closed tournament ..... 3.50 per court per hour

c. Quick start tournament or League ..... 1.00 per court per hour

d. Open leagues (USTA, LTA) ..... 2.50 per court per hour

e. Closed leagues ..... 3.50 per court per hour

All individuals competing in a tournament at the Market Street Tennis Courts and Haynes Recreation Center tennis courts and any other court facilities owned and operated by the City of Laredo for which an entry fee is charged shall not be charged a user fee. User fee is incorporated into tournament fee.

Payment of court fees must be made at Haynes Recreation Center prior to using the court and receipt must be displayed at the reserved site.

(7) Non-tournament reserved court: Courts may be reserved in increments of one (1) hour during any open court time as shown in subsection (b) above. Reservations must be made no later

than twenty-four (24) hours before beginning of the reserved period. A reservation must be exhausted before another reservation is made, and may not be for more than one (1) day.

(8) Tournament reserved court: Reservations may be made for tournaments provided that the tournaments are during open court hours as shown in subsection (b) above and are made at least one (1) week prior to the beginning of the tournament. There shall also be a twenty-five-dollar per-court deposit for tournament use. This deposit will be refunded by the city provided that there is no damage to the court or the court does not need to be cleaned. In the event that a court used for a tournament is damaged and/or left unclean, as determined by the city [*Parks and Recreation Department*] staff, the deposit shall be forfeited to the city as an administrative fee. The deposit will be used to repair or clean the damaged or unclean court.

([]c) Schedule and racquetball court facility fees [.][] *based on operating hours of facility*:

(1) Open court (empty court): Fee

January through December

8:00 a.m.—2:30 p.m. (weekdays)……Free

2:30 p.m.—10:00 p.m. (weekdays):

Per hour without lights……2.00

Per hour with lights……4.00

8:00 a.m.—10:00 p.m. (weekends depending on schedule):

Per hour without lights……2.00

Per hour with lights……4.00

Payment of court fees shall be made at Haynes Recreation Center or Rev. Deacon Leonel & Irma San Miguel Pool and Racquetball Courts prior to using the court and receipt must be displayed at the reserved site.

(2) Non-tournament reserved court: Courts may be reserved in increments of one (1) hour during any open court time as shown in subsection (c) above. Reservations must be made no later than twenty-four (24) hours before beginning of the reserved period. A reservation must be exhausted before another reservation is made and may not be for more than one (1) day.

(3) Tournament reserved court: Reservations may be made for tournaments provided that the tournaments are during open court hours as shown in subsection (c) above and are made at least one (1) week prior to the beginning of the tournament. The fee for tournament use shall be twenty dollars ($20.00) per day per court with a minimum of one (1) day's reservation. There shall also be a twenty-five-dollar per-court deposit for tournament use. This deposit will be refunded by the city provided that there is no damage to the court or the court does not need to be cleaned. In the event

that a court used for a tournament is damaged and/or left unclean, as determined by the city [] *Parks and Recreation Department* staff, the deposit shall be forfeited to the city as an administrative fee. The deposit will be used to repair or clean the damaged or unclean court.

[ ]

(Ord. of 8-3-76, §§ 1—3; Ord. of 4-21-81, §§ 1, 2; Ord of 7-7-81, § 1(a), (b); Ord. No. 89-79, § 1, 5-2-89; Ord. No. 2011-O-173, 12-5-11; Ord. No. 2012-O-148, 9-17-12)

Editor's note— Sections 1, 2 of an ordinance adopted Apr. 21, 1981, have been included as § 23-1, superseding the provisions of §§ 1—3 of an ordinance adopted Aug. 3, 1976. By an ordinance adopted Jan. 23, 1979, the city entered into a contract for a 5-year term providing for operation of the tennis court facility by a private licensee.

Sec. 23-2. - Closing of parks, playgrounds, athletic fields.

(a) Definitions: For the purpose of this section, the following terms, phrases, words and their derivations shall have the meanings given in this subsection. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(1) City is the City of Laredo.

(2) Department is the *Parks and Recreation Department* of the city.

(3) Director is the *D[]*irector *or Assistant Directors* of the [*Parks and Recreation Department].*

(4) Park shall include all parks and recreational areas owned or supervised by the city.

(b.) Closing Hours: It shall be unlawful for any person (other than city personnel conducting city business therein) to occupy or be present in or upon a park, playground, athletic field or area under the direction of the [] *Parks and Recreation Department* of the city between the hours of 11:00 p.m. and 6:00 a.m., except as otherwise provided herein. Any individual, group or organization wishing to use a park between the hours of 11:00 p.m. and 6:00 a.m. shall apply for a permit with the D[]irector of [] *Parks and Recreation Department* at least twenty-four (24) hours in advance of the time sought. Persons attending or involved in supervised play or amusement programs which have been approved by the director of parks and leisure services may remain within such designated area beyond the time limits stated.

(*c*) Enforcement; Procedures: The penal provision of this section shall be enforced by all police officers of the city. Any police officer, upon finding a person in violation of subsection (b), shall warn that person to leave the area immediately. If such person refuses to heed the warning or direction by the police officer, he shall then be issued a citation to appear in municipal court.

(*d*) Penalties: Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction thereof by the municipal court shall be fined a sum not to exceed two hundred dollars ($200.00).

(Ord. of 7-7-81, §§ 1—4; Ord. No. 2011-O-173, 12-5-11)

Editor's note— Inclusion of the provisions of §§ 1—4 of an ordinance adopted July 7, 1981, as § 23-2 was at the discretion of the editor, the ordinance being nonamendatory of the Code.

Sec. 23-3. - Public swimming pool fees.

(*a)* The following fees and charges at the city's swimming pools be and are hereby authorized:

(1) Public swimming—Daily entry fee.

Children eleven (11) years and younger..... 1.00

. *A*ges twelve (12) *years* and older.....2.00

Individual season passes.

Children eleven (11) years of age and younger.....25.00

[.] *Ages* twelve (12) years and older.....45.00

(Including waterslide where available)

(2) Water slide use, all ages 2.50

(3) Public swimming lessons, children's and adults sessions.

Learn to swim, per session.....30.00

Lap swimming, per session.....30.00

Water aerobics, per session.....30.00

Water aerobics (senior rate for ages sixty-[]*two* ([]*62*) and over), persession.....10.00

Lifeguard certification classes, per session.....150.00

Junior lifeguard (fourteen (14) and under), per session.....50.00

CPR/first aid (combined), per session.....50.00

CPR, first aid (infant, child, adult) individual lesson, per session.....35.00

Aquatics instructional programming—Percentage split

Instructor: 60%, City: 40%

Revenues collected and applied to 248 funds will have restricted recreational fund use.

(4) Private parties.

a. At the []*Freddie Benavides Sisters of Mercy Lazy River and* water slide, per hour, three-hour maximum rental 100.00
Plus 60.00 Deposit

Plus hourly salary for the necessary lifeguards.

b. All other city pools, (except inner-city pool facilities), per hour, three-hour maximum rental 75.00
Plus 60.00 Deposit

Plus the hourly salary for the necessary lifeguards.

c. The number of lifeguards deemed necessary will be determined by the *D*[]irector of the [] *Parks and Recreation Department* based on state standards or higher. The pools will be available for private parties under [subsections] a. or b. above, only during those hours outside of programming of the [] *Parks and Recreation Department*. At no time will pools be rented for commercial ventures, nor will alcoholic beverages be permitted on the premises. Rentals of pool facilities for special events shall be at the discretion of the *D[]*irector of Parks and []*Recreation Department* with applicable fees.

[ ]

(Ord. No. 92-54, § 1, 3-16-92; Ord. No. 2003-O-128, § 1, 6-2-03; Ord. No. 2004-O-284, § 1, 11-15-04; Ord. No. 2005-O-227, § 1, 9-19-05; Ord. No. 2010-O-046, § 1, 5-3-10; Ord. No. 2011-O-173, 12-5-11; Ord. No. 2012-O-148, 9-17-12)

Sec. 23-4. - Recreational *and Senior Community F[]*acility fees.

(a) *Recreational Facility Fees*

The following fees at the city's recreational centers*; Haynes Recreation Center located at 2102 Clarks Crossing, Northeast Hillside Recreation Center located at 320 Wyoming, Margarito Benavides, Jr. Recreation Center located at 2902 Tilden, Cigarroa Recreation Center located at 2201 Zacatecas, East Hachar Recreation Center located at 1102 N. Smith, El Eden Recreation Center located at 4735 Loma Vista, Marcos Aranda Recreation Center located at 4418 Old Santa Maria Rd., and Fasken Recreation Center located at 15201 Cerralvo Drive*, be and []*are* hereby authorized:

(1) Senior citizens (aged 62 and older) will receive a twenty (20%) percent discount ($40 fee) of an annual membership based on financial need.

(2) Free twelve (12) month membership to city employees upon completion of the health and wellness incentive program.

(3) Free membership to all veterans who present an official copy of one of the following: their DD Form 214/215, NGB 22/22A or Veteran's ID Card.

[

]

(4) League fees: (excluding officials).

Basketball, per team…… 100.00

Volleyball, per team……90.00

Softball, per team……200.00

Soccer, per team…..200.00

Rugby, per team….200.00

Revenues collected and applied to 248 funds will have restricted recreational fund use.

(5) Recreation Center Rental Fees:

a. Gymnasium rental fee:

[] *1.* All entities, per five-hour time frame……1,000.00

[] *b*. Multipurpose room rental fee:

[] *1.* Party and commercial rates, per four-hour time frame……400.00

[] *2*. Nonprofit rate, per four-hour time frame……100.00

[] *c*. []*Classroom/Kitchen rental fee*:

1. Party and commercial rates, per four-hour time frame……100.00

2. Nonprofit rate, per four-hour time frame……25.00

d. Lobby:

1. Party and commercial rates, per four-hour time frame……400.00

(b) The following fees at the city's Senior Community Facility centers; Fasken Senior Community Center located at 15201 Cerralvo Drive, La Ladrillera Senior Community Center located at 2301 Bruni and Downtown Senior Fitness Community Center located at 1212 Matamoros, be and are hereby authorized. (added)

(1) Free membership to all seniors age sixty-two (62) and older.

(Ord. No. 96-165, § 1, 9-23-96; Ord. No. 2012-O-148, 9-17-12; Ord. No. 2017-O-139 , § 1, 10-11-17)

Sec. 23-5. - Pavilion rental fees.

(a) The rental rate for the [[*Parks* and *Recreation[*] *Department* pavilions and outdoor spaces as determined by the department is established at the following: Fifty dollars ($50.00) per hour, with a maximum charge of one hundred fifty dollars ($150.00) for a five-hour rental including a fifty-dollar nonrefundable reservation fee.

(b) The rental rate for the Inner City Park outdoor picnic area is set as follows: Fifty dollars ($50.00) per hour during normal operating hours, Monday—Friday; fifty dollars ($50.00) per hour Saturday and Sunday with a minimum five-hour rental.

(Ord. No. 96-057, §§ 1, 2, 5-6-96; Ord. No. 2003-O-128, § 1, 6-2-03; Ord. No. 2004-O-284, § 1, 11-15-04; Ord. No. 2011-O-173, 12-5-11)

Sec. 23-6. - Field rental fees.

(a) The following rates are hereby established for the rental of recreational fields.

Rentals	Deposits	Tournaments	Rates per field
Baseball/softball fields (excluding []*UniTrade*)	$50.00/day *per field*	$100.00/day *per field* w/o lights $30.00 *additional per field* with lights $20.00 *one-time per day per* field marking $100.00/day concession rental *if applicable* [] *Multiple complex rates, see (1)*	$25.00/hr w/o lights $30.00/hr w/lights $20.00 *one-time per* field marking *Additional field rentals require additional deposits
Soccer/Flag Football/Rugby Fields	$50.00/day	*$100.00/day per field w/o lights* *$30.00 additional per field with lights* *$20.00 one-time per day per field marking* *$100.00/day concession rental use where applicable* *Multiple complex rates, see (2)*	$25.00/hr. w/o lights $30.00/hr. w/lights $100.00/day; []

Basketball Rental Outdoor	$50.00/day	*$100.00/day w/o lights $30.00 additional with lights*	$[]*25*.00/hr. w/o lights $[]*30*.00/hr w/lights $[]*100*.00/day w/lights

([]1) Tournament fees for[] *multiple complexes; includes lights and one-time field marking per day per field*..... $500.00 *per day*;

concession rental use per site where applicable……$100 per tournament.

(2) Tournament fees for multiple complexes; includes lights and one-time field marking per day per field.... $500.00 per day;

(3) Concession rental use applies per site where applicable……$100 per tournament.

(b) Uni-Trade Stadium

(1). Turn-Key Baseball *and Parking Lot* Rental

Facility Use	Rate	Total
Site Rental	$600.00/Day	$600.00
1-Game Administrator	$100.00/Day	$100.00
2-Police Officer	$ 200.00/Game	$400.00/Game
1-Scoreboard Operator	$ 50.00/Game	$ 50.00
1-Announcer	$ 50.00/Game	$ 50.00
1-Ticket Salesperson	$ 35.00/Game	$ 35.00
1-Ticket Collector	$ 35.00/Game	$ 35.00
1-Clerk	$ 40.00/Game	$ 40.00
2-Custodian	$100.00	$200.00/Day
2-Grounds	$145.00	$290.00/Day
	Total:	$1,800.00

** . Current evidence of insurance is required from the licensee/lessee for rental of City premises, including fields and parking lots. Coverage types and amounts shall be based on activity and are to be determined, reviewed and approved by Risk Management prior to execution of written agreement..*

(Ord. No. 2003-O-128, § 1, 6-2-03; Ord. No. 2017-O-135 , § 1, 10-6-17)

Sec. 23-7. - Recreational equipment rental fees.

(*a*) The following rates are hereby established for the rental of recreational equipment.

Rentals	Deposits	Public	Commercial
Tent rental, per day	$50.00	$75.00	$150.00
Bleacher rentals, per day	50.00	80.00	80.00
[]	[]	[]	[]

(Ord. No. 2003-O-128, § 1, 6-2-03)

Sec. 23-8. - Sex offenders in safety zones.

(a) Definitions. For the purpose of this chapter the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the plural number include the singular and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

(1) City park means:

a. Land owned or controlled by a unit of local government that is designated by the unit of local government for use solely or primarily for children's recreation;

b. City recreational areas, including, but not limited to, a forest preserve, conservation area, jogging trail, hiking trail, water park, swimming pool, recreational center, soccer field or baseball field under the jurisdiction of a unit of local government.

(2) Sex offender means an individual who is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, or by a state or federal agency. "Sex offender" shall also refer to civilly committed sexually violent predators, as referenced under Chapter 841 of the Texas Health and Safety Code.

(3) Database means the Texas Department of Public Safety's sex offender database.

(4) Loiter means standing, sitting idly, whether or not the person is in a vehicle or remaining in or around city park property or public way.

(5) Permanent residence means a place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.

(6) Public way means any place to which the public or a substantial group of the public has access and includes, but is not limited, to streets, shopping centers, parking lots, transportation facilities, restaurants, shops, and similar areas that are open to the public.

(7) Safety zone means a city park or other place where children and females regularly congregate, including but not limited to, private parks, a public or private school, amusement parks, playgrounds, athletic training centers, carnivals, circuses, fairs, fair grounds, public or commercial and semi-private swimming pools, a child care facility, a child care institution, public or private athletic fields, a crisis center or shelter, a private youth center, and offices for child protective services.

(8) Temporary residence means a place where a person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where a person routinely abides, lodges, or resides for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

(b) Sex offender restrictions.

(1) It is an offense for a sex offender to knowingly enter a safety zone.

(2) It is an offense for a sex offender to knowingly loiter on a public way within three hundred (300) feet of a safety zone.

(3) It is an offense for a sex offender on each October 31 between the hours of 4:00 p.m. and 11:00 p.m. to leave an exterior porch light on or otherwise invite trick-or-treaters to solicit the premises.

(4) It is an offense for a sex offender to establish a permanent or temporary residence within 1,000 feet of the real property comprising a safety zone.

(5) Property owners prohibited from renting real property to sex offenders. It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent or temporary residence by any person prohibited from establishing such permanent or temporary residence pursuant to this ordinance, if such place, structure, or part thereof, trailer or other conveyance, is within one thousand (1,000) feet of a city park or safety zone.

(6) A sex offender is exempted from this section if he or she has a right to be present at an official meeting located within a safety zone only for such time as is necessary to attend the official meeting. This exemption shall only apply to those areas of the safety zone that are necessary for attendance at the official meeting, and any sex offender found outside such areas shall be in violation of this ordinance.

(7) A sex offender is exempted from this section if he or she qualifies to vote at a polling place that is located within a safety zone during an election only for such time as it is necessary to cast a vote. This exemption shall only apply to those areas of the safety zone that are necessary for voting, and any sex offender found outside such areas shall be in violation of this ordinance.

(8) This section does not apply to a sex offender who is in the process of dropping off or picking up his or her own child from a safety zone or while attending a school sponsored or athletic activity in which his or her child is participating. This exemption shall only apply to those areas of the safety zone that are necessary for dropping off or picking up the child or attending the child's activity, and any sex offender found outside such areas shall be in violation of this ordinance.

(c) Evidentiary matters.

(1) If a sex offender that is prohibited from being in a safety zone is found in a safety zone by a police officer, the sex offender is subject to punishment in accordance with this section.

(2) The three hundred (300) feet distance requirement in section 23-8(b)(2) above shall be measured on a straight line from the closest boundary of the safety zone.

(3) The one thousand (1,000) feet distance requirement in section 23-8(b)(4) and section 23-8(b)(5) above shall be measured on a straight line from the closest boundary line of the sex offender's residence to the closest boundary line of the city park or safety zone.

(4) In cases of a dispute over measured distances, it shall be incumbent upon the person(s) challenging the measurement to prove otherwise.

(5) A map depicting the prohibited areas shall be created by the City of Laredo and maintained by the Laredo Police Department. The City of Laredo shall review the map annually for changes. Said map will be available to the public at the Laredo Police Department.

(d) Affirmative defenses.

(1) The person required to register in/on the database established the permanent or temporary residence prior to the adoption of this ordinance and residency has been consistently maintained and the person has complied with all of the sex offender registration laws of the State of Texas, prior to the date of the adoption of this ordinance.

(2) The city park or safety zone, as specified herein, within one thousand (1,000) feet of the permanent or temporary residence of the person required to register on/in the database was

opened after the person established the permanent or temporary residence, and the person has complied with all Sex Offender Registration laws of the State of Texas.

(3) The information on/in the database is incorrect, and, if corrected, this section would not apply to the person who was erroneously listed on/in the database.

(4) The person required to register on/in the database was a minor when he or she committed the offense requiring such registration and was convicted in the juvenile system.

(5) The person required to register is required to serve a sentence at a jail, prison, juvenile facility or other correctional institution located within one thousand (1,000) feet of the real property comprising a city park or safety zone.

(6) The person required to register is under eighteen (18) years of age or a ward under a guardianship, who resides with a parent or guardian.

(7) The person required to register has been exempted by a court order from registration as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or

(8) The person required to register has had the offense for which the sex offender registration was required reversed on appeal or pardoned.

(9) The person's duty to register on/in the database has expired.

(10) Nothing in this provision shall require any person to sell or otherwise dispose of any real estate or home acquired or owned prior to the conviction of the person as a sex offender.

(e) Penalties. Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof may be fined an amount not to exceed five hundred dollars ($500.00) as allowed by law. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

(Ord. No. 2005-O-124, § 1, 6-6-05; Ord. No. 2018-O-027 , § 2, 2-5-18)

Editor's note— Ord. No. 2018-O-027 , § 1, adopted February 5, 2018, renamed § 23-8 from "prohibition regarding child sex offender in a child safety zone" to "sex offenders in safety zones."

Sec. 23-9. - Enforcement procedures.

If a police officer reasonably believes that a sex offender is in a city park or safety zone in violation of the ordinance, the officer shall require the sex offender to provide his/her name, address, and telephone number. If it is established that the individual is a sex offender, then the officer shall notify the sex offender that he/she is in violation of the ordinance.

(Ord. No. 2005-O-124, § 1, 6-6-05; Ord. No. 2018-O-027 , § 3, 2-5-18)

Sec. 23-10. - Penalty.

Any person violating any provision of this article, upon conviction, is punishable by a fine not to exceed five hundred dollars ($500.00).

(Ord. No. 2005-O-124, § 1, 6-6-05)

Sec. 23-11. - Severability.

If any provision of this article is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall remain in full force and effect. If any provision of this article is in conflict with state law, state law will prevail.

(Ord. No. 2005-O-124, § 1, 6-6-05)

Sec. 23-12. - Waiver of the Uni-Trade Stadium rental fees.

The city manager may waive in whole or in part the turn key baseball *and Parking Lot* rental fees as provided in section 23-6 *(b)* at the Uni-Trade Stadium on a case by case basis which []is deemed in the best interest of the city.

The city manager may negotiate a stadium use fee separate from the turn key baseball fees as provided in section 23-6 (b) on a case by case basis when deemed in the best interest of the city.

(Ord. No. 2018-O-009 , § 1, 1-24-18)

Secs. 23-13—23-15. - Reserved.

ARTICLE II. - PARKS AND LEISURE SERVICES BOARD

Sec. 23-16. - Established.

(a) There is hereby established the Laredo Parks and Leisure Services Board, appointed by city council, to consist of nine (9) members. Each of the council members and the mayor shall nominate one (1) member. A board member cannot be currently employed by the city.

(b) Members of the parks and leisure services board shall be qualified voters and resident citizens of the city.

(c) The terms of office shall be concurrent with those of the council member making the nomination. Vacancies which occur during the members' terms shall be filled for the unexpired balance of the term in the same manner as initial appointments. If a replacement has not been appointed at the end of a member's term, the member shall continue to serve until replaced or reappointed.

(d) Members shall serve without compensation, but shall be reimbursed for all actual and necessary expenses incurred as long as such expenses are approved by the board and by the city manager and included in the [] *Parks and Recreation Department* approved budget.

(e) Ex-officio members may be voted in by the board. Ex-officio members do not have voting rights.

(f) Recognizing the responsibility of the [] *Parks and Recreation Department* to serve the public as a whole, the city council will strive to ensure that the parks and leisure services board is representative of a good cross-section of the occupations and interests within the city, giving particular attention to individuals who have indicated willingness to support parks and leisure services activities by donating their time, talent or other resources.

(g) A parks and leisure services board member shall forfeit appointment if he or she shall:

(1) Fail to meet the residency requirements for appointment;

(2) Is convicted of a crime involving moral turpitude; or

(3) Fails to attend three (3) consecutive regular meetings of the parks and leisure services board without being excused by the board.

(Ord. No. 88-30, § 2, 4-4-88; Ord. No. 2007-O-089, § 3, 5-21-07; Ord. No. 2011-O-173, 12-5-11)

Sec. 23-17. - Organization.

At its first meeting the parks and leisure services board shall organize by electing a chairman, vice-chairman and secretary from its members and shall hold an annual election of officers thereafter. The director of the [] *Parks and Recreation Department* shall provide such secretarial and other clerical assistance as the board may require in the performance of its official duties. When involved in official duties, members of the board shall be entitled to use the [] *Parks and Recreation Department* meeting facilities, office supplies, telephone, and mailing and reproduction services.

(Ord. No. 88-30, § 2, 4-4-88; Ord. No. 2011-O-173, 12-5-11)

Sec. 23-18. - Duties.

The parks and leisure services board shall provide advice, assistance and recommendation to the director of the [] *Parks and Recreation Department*, city manager and city council and shall serve as a liaison between the public and the city. In particular, the board shall:

(1) Inform itself of laws and policies governing park and recreation operations and of the procedures and technologies employed in such operations.

(2) Evaluate parks and leisure services activities and ongoing services with special attention to economy, efficiency and value to the public.

(3) Assist in the development of long-range plans for park and recreational activity expansion and improvement as appropriate to meet the requirements of population growth.

(4) Review proposed capital improvement programs, programs of service, budget estimates, contracts and grant proposals before these documents are sent to the city manager.

(5) Promote and encourage interdepartmental cooperative services.

(6) Make such recommendations to the director of the [] *Parks and Recreation Department*, city manager and city council as it finds appropriate.

(7) Study, investigate, advise, develop and/or update annually and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public spaces. Such plan shall be presented to the city council and upon their acceptance and approval shall constitute the official city tree plan for the City of Laredo. The board, when requested by the city council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming with[in] the scope of its work under this subsection.

(8) Review landscaping plans when required for preliminary plat approval for compliance with section 24.83 [Trees and shrubs] of the Laredo Land Development Code. The board may request changes to the proposed landscaping plan. A letter from the parks and leisure services board accepting the proposed landscaping plan must be received before the plan can be submitted for final approval.

(Ord. No. 88-30, § 2, 4-4-88; Ord. No. 2007-O-089, § 2, 5-21-07; Ord. No. 2011-O-173, 12-5-11)

Sec. 23-19. - Powers.

The parks and leisure services board is hereby empowered to adopt bylaws and other rules governing its own operation and to take such action as may be necessary for the performance of its official duties.

(Ord. No. 88-30, § 2, 4-4-88; Ord. No. 2011-O-173, 12-5-11)

Section 2. Savings Clause.

All ordinances or parts of ordinances which are inconsistent or in conflict herewith are hereby repealed.

Section 3. Severability Clause.

If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be adjudged or for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby.

Section 4. Effective Date

This Ordinance will take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

_____

PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA LAUREL HALE
CITY ATTORNEY

_____
BY: KRISTINA K. LAUREL HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Arturo Garcia, Director of Community Development

---

SUBJECT

Authorizing the Co-Interim City Managers to convey an Easement and Right of Way to AEP TEXAS INC., a six (6) foot wide Easement lying wholly within a portion of 34.94 acres, more or less, within the boundaries of the former Laredo Air Force Base, partly in Survey 1020m Rafael Vidaurri, Original Grantee, Webb County, Texas; Said tract of land conveyed to Grantor on deed Recorded in Document Number 58786, Volume 457, Page 73, Official Public Records of Webb County, Texas; More specifically, the strip of land covered by this Easement and Right of Way shall be six (6) feet in width, three (3) feet on each side of a centerline as described by on Exhibit "A", attached hereto, and providing for an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo Municipal Housing has been experiencing electrical power outage at a housing unit on Teakwood Lane and at the Ponderosa Park creating an inconvenience, safety hazard and nuisance to the public and tenants. AEP has conducted an on site analysis and determined a need to update an antiquated system, remove and install electrical poles, and install new materials. Resulting in the need to obtain and grant proper easement and right of way to AEP TEXAS INC., to respond to the on-going nuisance.

AEP TEXAS, INC., will remove any obstructions and/or weathered existing poles to install new poles and materials.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of introductory ordinance as presented.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
No Financial Impact

Attachments

Introductory Ordinance
Exhibit A
Easement and Right of Way Document
Location Image

INTRODUCTORY ORDINANCE NO. 2019-O-

AUTHORIZING THE CO-INTERIM CITY MANAGER'S TO CONVEY AN EASEMENT AND RIGHT OF WAY TO AEP TEXAS INC., A SIX (6) FOOT WIDE EASEMENT LYING WHOLLY WITHIN A PORTION OF 34.94 ACRES, MORE OR LESS, WITHIN THE BOUNDARIES OF THE FORMER LAREDO AIR FORCE BASE, PARTLY IN SURVEY 1020M RAFAEL VIDAURRI, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS; SAID TRACT OF LAND CONVEYED TO GRANTOR ON DEED RECORDED IN DOCUMENT NUMBER 58786, VOLUME 457, PAGE 73, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS; MORE SPECIFICALLY, THE STRIP OF LAND COVERED BY THIS EASEMENT AND RIGHT OF WAY SHALL BE SIX (6) FEET IN WIDTH, THREE (3) FEET ON EACH SIDE OF A CENTERLINE AS DESCRIBED BY ON EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AEP Texas Inc. requests an easement and right of way for electrical distribution lines, overhead power lines, wire circuits, underground cables, transformers and all necessary or desirable appurtenances through the site owned by the City which site will be used for the installation of permanent electrical facilities for the enhanced lighting improvements for the housing units along the Ponderosa Drive and Teakwood Lane affecting the current tenants and Ponderosa Park patrons; and

WHEREAS, this permanent easement and right of way request as shown in Exhibit "A" will address the safety, nuisance and improve the overall living conditions of the tenants in the housing units and promote park utilization; and

WHEREAS, it is necessary and in the public interest and welfare that the City convey the easement to AEP Texas Inc., in the form and content attached as Exhibit "A".

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

1. The Co-Interim City Manager(s) are hereby authorized to convey to AEP Texas Inc., a perpetual easement and right of way for the installation of permanent electrical poles and materials needed in the area of Ponderosa Drive and Teakwood Lane to service the lighting enhancement and safety by providing service of electricity on site; and the form of such easement is attached as Exhibit "A".

2. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the _____ day of _____, 2019.

ATTEST:

_____	_____
JOSE A. VALDEZ, JR. City Secretary	PETE SAENZ MAYOR

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY

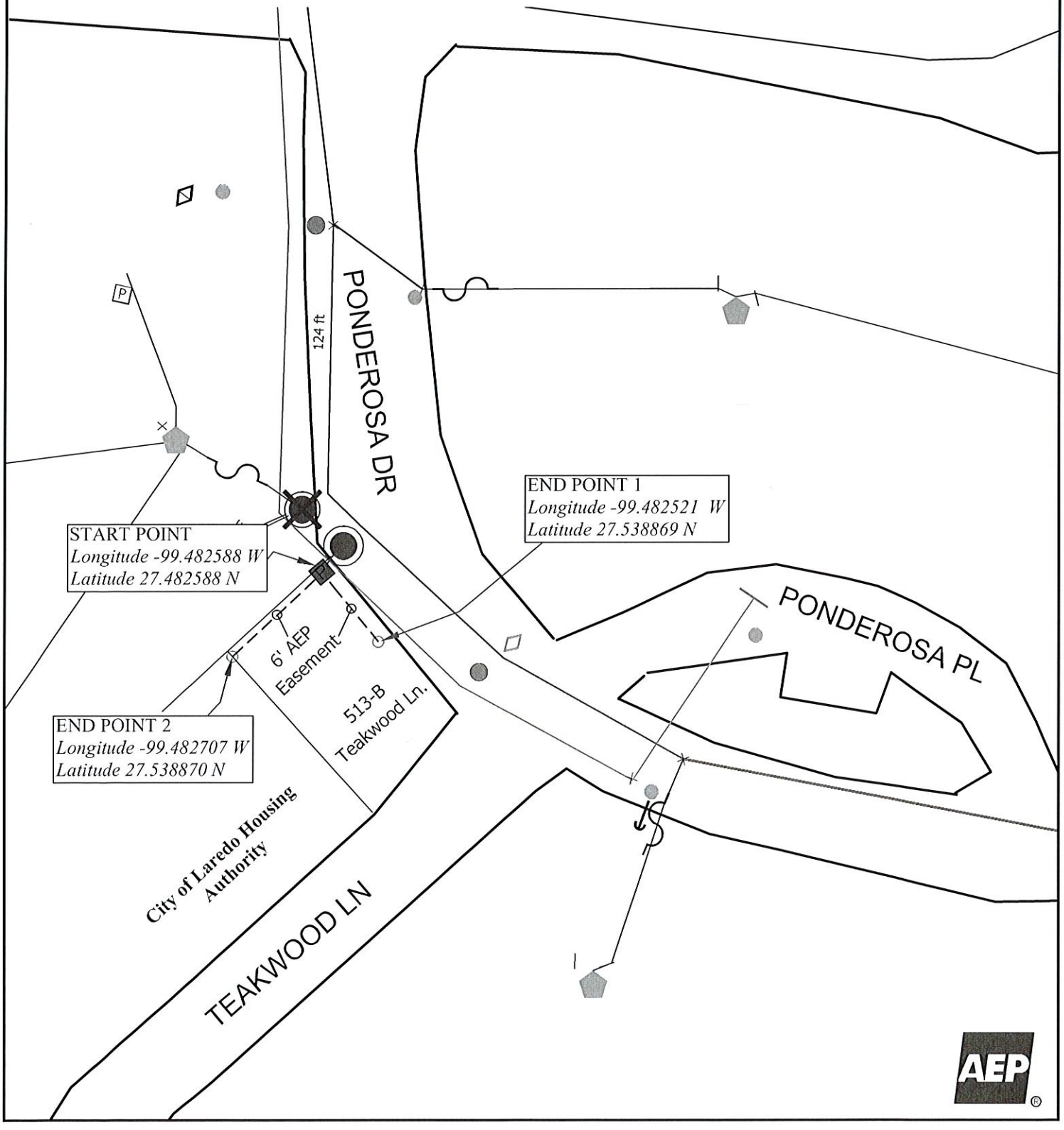
By:_____
XAVIER CHARLES
ASSISSTANT CITY ATTORNEY

EXHIBIT "A"

WR#72225252

DEPICTION OF A 6' AEP EASEMENT

Coordinate System Map Datum: NAD 1983
N.T.S.



CP 460-OH/UG Rev (04/18)
Town: Laredo
Submitted by: AG/GO

WR# 72225252

EASEMENT AND RIGHT OF WAY

CITY OF LAREDO, A MUNICIPAL CORPORATION, ("Grantor"), for and in consideration of Ten & 00/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.**, a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Webb County, Texas, to wit:

A 6 foot wide Easement lying wholly within a portion of 34.94 acres, more or less, within the boundaries of the former Laredo Air Force Base, partly in Survey 1020m Rafael Vidaurri, Original Grantee, Webb County, Texas; Said tract of land conveyed to Grantor on deed Recorded in Document Number 586786, Volume 457, Page 73, Official Public Records of Webb County, Texas;

More specifically, the strip of land covered by this Easement and Right of Way shall be 6 feet in width, 3 feet on each side of a centerline as described by GPS waypoints and as depicted on Exhibit "A", attached hereto, made a part hereof and incorporated herein for all applicable purposes. Notwithstanding the foregoing, the actual as-built location of the electric line shall locate, define and establish the centerline of the Easement. (the "Easement Area")

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2019.

[Rest of this page intentionally left blank-Signature page follows]

WR# 72225252

CITY OF LAREDO,
A MUNICIPAL CORPORATION

By: _____
Cynthia Collazo, Interim City Manager

APPROVED AS TO FORM

By: _____
Juan B. Caballero, Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WEBB

This instrument was acknowledged before me on this _____ day of _____, 2018, by Cynthia Collazo, Interim City Manager of the City of Laredo.

_____
Notary Public, State of Texas

(Seal)

McPherson Rd
Calton Rd
Calton Rd
Ponderosa Dr
Walnut Cir
Magnolia Ln
McPherson Rd
Property Information (217328)
Owner Name: CITY OF LAREDO
Doing Business As: LAREDO MUNICIPAL HOUSING
Property Identification Number:217328
Geo Identification Number:926-30000-010
Legal Description: ABST 780 SUR 1020 GB & CNG 34.94 ACS LAREDO MUNICIPAL HOUSING
State Code: F1
Address: CHERRY HILL DR LAREDO, TX 78041
Taxing Jurisdictions: G3, S7, C1, J2, CAD
Appraised Value: N/A
Neighborhood: GOVERNMENT ENTITY / D-COM P-EX
Abstract Code: S9260
Ponderosa Pl
Teakwood Ln
Ponderosa Dr
Sequoia Ln
JSLeatherworks.com
Organic Man Coffee Trike

Introductory Ordinances **16.**

City Council-Regular

Meeting Date: 03/18/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Arturo Garcia, Director of Community Development, John Porter, Environmental Services Director

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SUBJECT

Authorizing the Co-Interim City Managers to execute all necessary documents for the sale of a 2,276 square foot tract of land "Surface Only" for the appraised market value of $23,100.00. The adjacent land owner requested to purchase the subject tract to complete a residential development. The subject property is inaccessible; therefore, making it eligible to be sold to the only abutting land owner, Monaco Development, LLC. The subject tract of land is owned by the City of Laredo within the Manadas Creek area, as recorded in Volume 2262, Page 24 Official Records of Webb County, Texas, being generally described in attached Exhibit "A" and Exhibit "B". Funds will be deposited in the Environmental Services land sales proceeds account.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The 2,276 square foot tract of land is located between Monaco Subdivision Phase II and an undeveloped and uninhabitable 80.63 Acre Tract owned by City of Laredo known as Manadas Creek. Monaco Development, LLC has requested acquiring the small 2,276 square foot tract for the completion of their residential subdivision. The subject property is inaccessible; therefore, making it eligible to be sold to the only abutting land owner, Monaco Development LLC. The subject tract of land has been appraised by Texas Land Services at a market value of $23,100. The sale of the land would generate future property tax income and eliminate the need for city's resources to maintain vacant tract of land.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

City staff recommends acceptance of introductory ordinance.

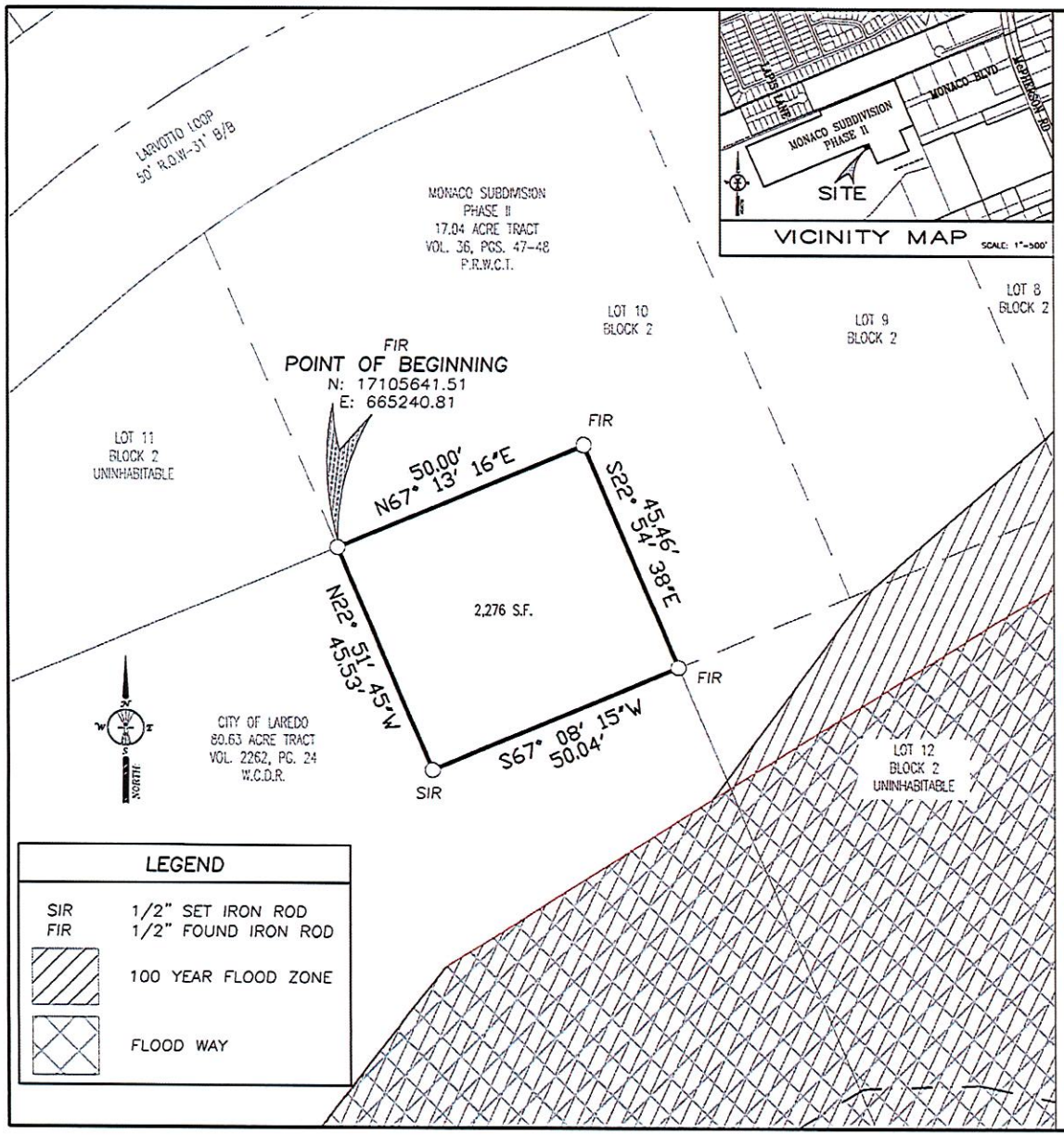
Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?:
Source of Funds:
Account #: 249-0000-374-1000
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funds will be deposited in the Environmental Services land sales proceeds account.

Attachments

Exhibit A
Exhibit B
Introductory Ordinance

Exhibit A



LEGAL DESCRIPTION
2,276 S.F. TRACT

A 2,276 S.F. TRACT OF LAND, out of D.M.J Sanchez Porcion 22, Abstract 277, City of Laredo, Webb County, Texas, Being a 2,276 s.f. tract of land owned by the City of Laredo, as per Volume 2262, Page 24, Official Records of Webb County, Texas. This 2,276 s.f. tract being more particularly described as follows to-wit:

BEGINNING at a found 1/2" iron rod being the most southwest corner of Lot 10, Block 2, also being the most south east corner of Lot 11, Block 2, of Monaco Subdivision, Phase II as recorded in Volume 36, Pages 47-48, Official Public Records of Webb County, Texas, same being the most westerly corner of this tract;

THENCE, N 67°13' 16" E, along the southerly boundary line of said Lot 10, a distance of **50.00 FEET** to a found 1/2" iron rod with Howland Cap, for the most northerly corner hereof;

THENCE, S 22° 54' 38" E, along the westerly boundary of said Lot 10, a distance of **45.46 FEET** to a found 1/2" iron rod with Howland Cap, for the most easterly corner hereof;

THENCE, S 67° 08' 15" W, a distance of **50.04 FEET** to a set 1/2" iron rod with Howland Cap, for the most southerly corner hereof;

THENCE, S 22° 51' 45" W, a distance of **45.53 FEET,** to the point of beginning of this 2,276 s.f. tract of land, more or less.

*Basis of Bearing according to Monaco Subdivision, Phase II as recorded in Volume 36, Pages 47-48 of the Public Records of Webb County, Texas.

NOTE: THIS SURVEY IS SURFACE ONLY.

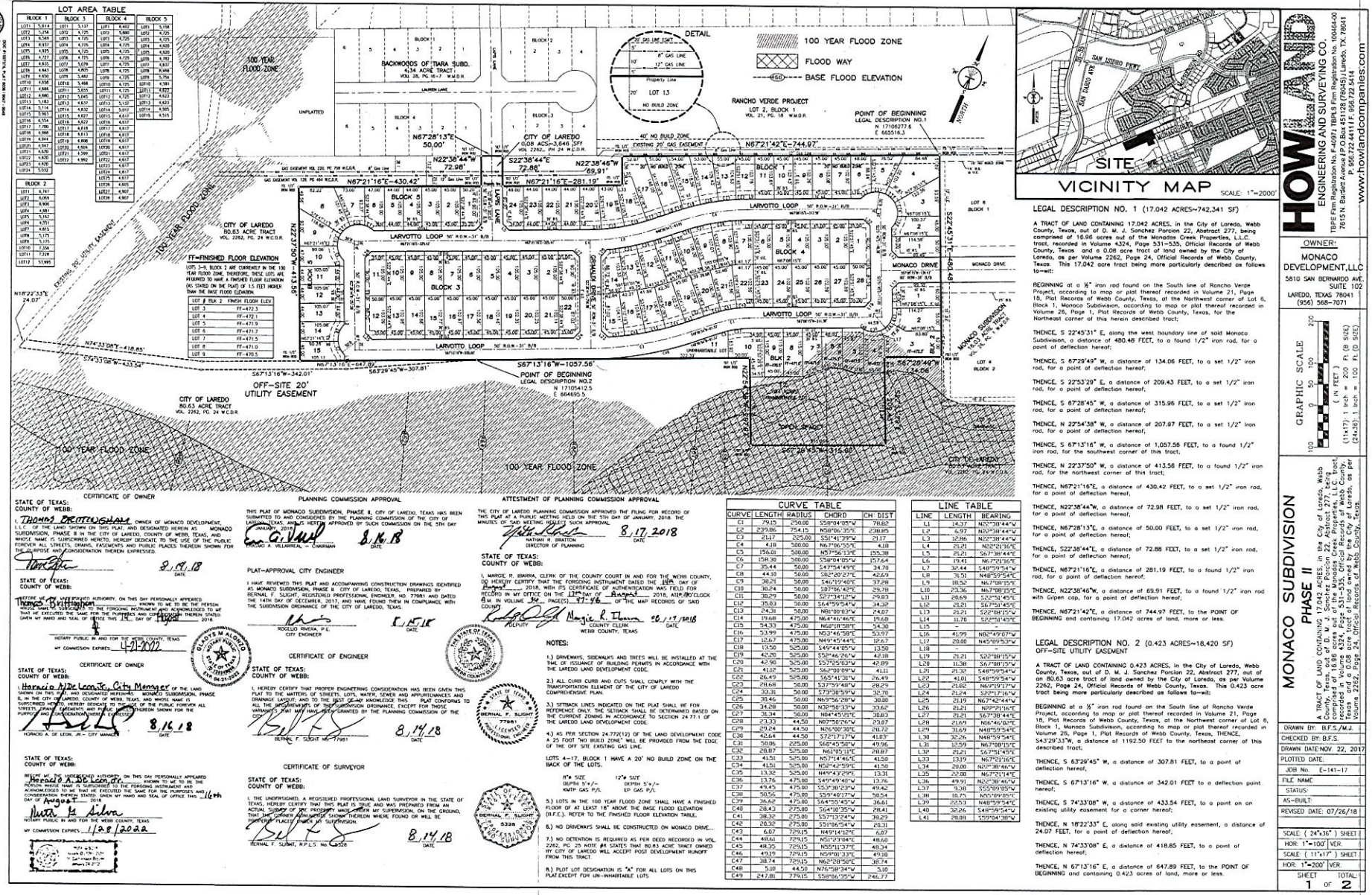
HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4091 TBPLS Firm Registration No. 10046400
7615 N. Bartlett Ave • unit P.O Box 451128 (78245) Laredo, TX 78041
P. 956.722.4414 F. 956.722.3416
www.howlandcompanies.com

GRAPHIC SCALE
(IN FEET)
(11x17): 1 Inch = 20 Ft. (B SIZE)
(24x36): 1 Inch = 40 Ft. (D SIZE)

2,276 S.F. TRACT OF LAND

A 2,276 S.F. TRACT OF LAND, out of D.M.J Sanchez Porcion 22, Abstract 277, City of Laredo, Webb County, Texas. Being a 2,276 s.f. tract of land owned by the City of Laredo, as per Volume 2262, Page 24, Official Records of Webb County, Texas.

DRAWN BY:	M.J.
CHECKED BY:	H.M.V.
DRAWN DATE:	10/19/18
PLOTTED DATE:	
JOB No.	
FILE NAME:	
STATUS:	
AS-BUILT:	
REVISED DATE:	
SCALE: (24"x36") SHEET	
HOR: 1"=40' VER.	
SCALE: (11"x17") SHEET	
HOR: 1"=20' VER.	
SHEET	TOTAL:
1	or 1



LEGAL DESCRIPTION NO. 1 (17.042 ACRES–742,341 SF)

A TRACT OF LAND CONTAINING 17.042 ACRES, in the City of Laredo, Webb County, Texas, out of D. M. J. Sanchez Porcion 22, Abstract 277, being comprised of 16.96 acres out of the Monadas Creek Properties, L.L.C. tract, recorded in Volume 4324, Page 531–535, Official Records of Webb County, Texas and a 0.08 acre tract of land owned by the City of Laredo, as per Volume 2262, Page 24, Official Records of Webb County, Texas. This 17.042 acre tract being more particularly described as follows to–wit:

BEGINNING at a ½" iron rod found on the South line of Rancho Verde Project, according to map or plat thereof recorded in Volume 21, Page 18, Plat Records of Webb County, Texas, at the Northwest corner of Lot 6, Block 1, Monaco Subdivision, according to map or plat thereof recorded in Volume 26, Page 1, Plat Records of Webb County, Texas, for the Northeast corner of this herein described tract;

THENCE, S 22°45'31" E, along the west boundary line of said Monaco Subdivision, a distance of 480.48 FEET, to a found 1/2" iron rod, for a point of deflection hereof;

THENCE, S 67°29'49" W, a distance of 134.06 FEET, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, S 22°53'29" E, a distance of 209.43 FEET, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, S 67°28'45" W, a distance of 315.96 FEET, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, N 22°54'38" W, a distance of 207.97 FEET, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, S 67°13'16" W, a distance of 1,057.56 FEET, to a found 1/2" iron rod, for the southwest corner of this tract,

THENCE, N 22°37'50" W, a distance of 413.56 FEET, to a found 1/2" iron rod, for the northwest corner of this tract;

THENCE, N67°21'16"E, a distance of 430.42 FEET, to a set 1/2" iron rod, for a point of deflection hereof,

THENCE, N22°38'44"W, a distance of 72.98 FEET, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, N67°28'13"E, a distance of 50.00 FEET, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, S22°38'44"E, a distance of 72.88 FEET, to a set 1/2" iron rod, for a point of deflection hereof;

THENCE, N67°21'16"E, a distance of 281.19 FEET, to a found 1/2" iron rod, for a point of deflection hereof;

THENCE, N22°38'46"W, a distance of 69.91 FEET, to a found 1/2" iron rod with Gilpen cap, for a point of deflection hereof;

THENCE, N67°21'42"E, a distance of 744.97 FEET, to the POINT OF BEGINNING and containing 17.042 acres of land, more or less.

LEGAL DESCRIPTION NO. 2 (0.423 ACRES–18,420 SF)
OFF–SITE UTILITY EASEMENT

A TRACT OF LAND CONTAINING 0.423 ACRES, in the City of Laredo, Webb County, Texas, out of D. M. J. Sanchez Porcion 22, Abstract 277, out of an 80.63 acre tract of land owned by the City of Laredo, as per Volume 2262, Page 24, Official Records of Webb County, Texas. This 0.423 acre tract being more particularly described as follows to–wit:

BEGINNING at a ½" iron rod found on the South line of Rancho Verde Project, according to map or plat thereof recorded in Volume 21, Page 18, Plat Records of Webb County, Texas, at the Northwest corner of Lot 6, Block 1, Monaco Subdivision, according to map or plat thereof recorded in Volume 26, Page 1, Plat Records of Webb County, Texas, THENCE, S43°29'33"W, a distance of 1192.50 FEET to the northeast corner of this described tract;

THENCE, S 63°29'45" W, a distance of 307.81 FEET, to a point of deflection hereof,

THENCE, S 67°13'16" W, a distance of 342.01 FEET to a deflection point hereof;

THENCE, S 74°33'08" W, a distance of 433.54 FEET, to a point on an existing utility easement for a corner hereof;

THENCE, N 18°22'33" E, along said existing utility easement, a distance of 24.07 FEET, for a point of deflection hereof,

THENCE, N 74°33'08" E, a distance of 418.85 FEET, to a point of deflection hereof;

THENCE, N 67°13'16" E, a distance of 647.89 FEET, to the POINT OF BEGINNING and containing 0.423 acres of land, more or less.

CERTIFICATE OF OWNER

STATE OF TEXAS:
COUNTY OF WEBB:

I, THOMAS BROTENSHAW, OWNER of MONACO DEVELOPMENT, L.L.C. OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MONACO SUBDIVISION, PHASE II IN THE CITY OF LAREDO, COUNTY OF WEBB, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

8.14.18
DATE

STATE OF TEXAS:
COUNTY OF WEBB:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS BROTENSHAW KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN MY HAND AND SEAL OF OFFICE THIS 14th DAY OF August, 2018.

NOTARY PUBLIC IN AND FOR THE WEBB COUNTY, TEXAS
MY COMMISSION EXPIRES: 4-21-2022

CERTIFICATE OF OWNER

STATE OF TEXAS:
COUNTY OF WEBB:

I, Horacio A. De Leon Jr., City Manager OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS MONACO SUBDIVISION, PHASE II, IN THE CITY OF LAREDO, COUNTY OF WEBB, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

8.16.18
DATE

HORACIO A. DE LEON, JR – CITY MANAGER

STATE OF TEXAS:
COUNTY OF WEBB:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Horacio A. De Leon Jr. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN MY HAND AND SEAL OF OFFICE THIS 16th DAY OF August 2018.

NOTARY PUBLIC IN AND FOR THE WEBB COUNTY, TEXAS
MY COMMISSION EXPIRES 1/28/2022

PLANNING COMMISSION APPROVAL

THIS PLAT OF MONACO SUBDIVISION, PHASE II, CITY OF LAREDO, TEXAS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF LAREDO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION ON THE 5TH DAY OF JANUARY, 2018.

8.14.18
DATE

ROGELIO A. VILLARREAL – CHAIRMAN

PLAT–APPROVAL CITY ENGINEER

I HAVE REVIEWED THIS PLAT AND ACCOMPANYING CONSTRUCTION DRAWINGS IDENTIFIED AS MONACO SUBDIVISION, PHASE II CITY OF LAREDO, TEXAS, PREPARED BY BERNAL F. SLIGHT, REGISTERED PROFESSIONAL ENGINEER, NO. 77981 AND DATED THE 14TH DAY OF DECEMBER, 2017, AND HAVE FOUND THEM IN COMPLIANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF LAREDO, TEXAS.

8.15.18
DATE

ROGELIO RIVERA, P.E.
CITY ENGINEER

CERTIFICATE OF ENGINEER

STATE OF TEXAS:
COUNTY OF WEBB:

I, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, WATER, SEWER AND APPURTENANCES AND DRAINAGE LAYOUT, AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.

8.14.18
DATE

BERNAL F. SLIGHT No. 77981

CERTIFICATE OF SURVEYOR

STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN THEREON WHERE FOUND OR WILL BE PROPERLY PLACED UNDER MY SUPERVISION.

8.14.18
DATE

BERNAL F. SLIGHT, R.P.L.S. No. 5328

ATTESTMENT OF PLANNING COMMISSION APPROVAL

THE CITY OF LAREDO PLANNING COMMISSION APPROVED THE FILING FOR RECORD OF THIS PLAT AT A PUBLIC MEETING HELD ON THE 5TH DAY OF JANUARY, 2018. THE MINUTES OF SAID MEETING REFLECT SUCH APPROVAL.

8.17.2018
DATE

NATHAN R. BRATTON
DIRECTOR OF PLANNING

STATE OF TEXAS:
COUNTY OF WEBB:

I, MARGIE R. IBARRA, CLERK OF THE COUNTY COURT IN AND FOR THE WEBB COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE 14th DAY OF August, 2018, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 17th DAY OF August 2018, AT 8:30 O'CLOCK A.M. IN VOLUME 34, PAGES 17-26 OF THE MAP RECORDS OF SAID COUNTY.

8.17.2018
DATE

DEPUTY

Margie R. Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

NOTES:

1.) DRIVEWAYS, SIDEWALKS AND TIRETS WILL BE INSTALLED AT THE TIME OF THE ISSUANCE OF BUILDING PERMITS IN ACCORDANCE WITH THE LAREDO LAND DEVELOPMENT CODE.

2.) ALL CURB CURB AND CUTS SHALL COMPLY WITH THE TRANSPORTATION ELEMENT OF THE CITY OF LAREDO COMPREHENSIVE PLAN.

3.) SETBACK LINES INDICATED ON THE PLAT SHALL BE FOR REFERENCE ONLY. THE SETBACK SHALL BE DETERMINED BASED ON THE CURRENT ZONING IN ACCORDANCE TO SECTION 24.77.1 OF THE LAREDO LAND DEVELOPMENT CODE.

4.) AS PER SECTION 24.772(12) OF THE LAND DEVELOPMENT CODE A 25 FOOT "NO BUILD ZONE" WILL BE PROVIDED FROM THE EDGE OF THE OFF SITE EXISTING GAS LINE.

LOTS 4–17, BLOCK 1 HAVE A 20' NO BUILD ZONE ON THE BACK OF THE LOTS.

8" GAS LINE	12" GAS LINE
DEPTH 5'+/–	DEPTH 5'+/–
MATH GAS P/L	LP GAS P/L

5.) LOTS IN THE 100 YEAR FLOOD ZONE SHALL HAVE A FINISHED FLOOR OF AT LEAST 18" ABOVE THE BASE FLOOD ELEVATION (B.F.E.). REFER TO THE FINISHED FLOOR ELEVATION TABLE.

6.) NO DRIVEWAYS SHALL BE CONSTRUCTED ON MONACO DRIVE..

7.) NO DETENTION IS REQUIRED AS PER DEED RECORDED IN VOL. 2262, PG 25 NOTE #4 STATES THAT 80.63 ACRE TRACT OWNED BY CITY OF LAREDO WILL ACCEPT POST DEVELOPMENT RUNOFF FROM THIS TRACT.

8.) PLOT LOT DESIGNATION IS "A" FOR ALL LOTS ON THIS PLAT,EXCEPT FOR UN–INHABITABLE LOTS.

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	CH. DIST
C1	79.15	250.00	S58°04'05"W	78.82
C2	239.86	754.15	N58°06'35"E	238.85
C3	21.17	225.00	S59°41'39"W	21.17
C4	4.18	500.00	N67°06'55"E	4.18
C5	156.01	500.00	N57°56'13"E	155.38
C6	158.38	500.00	S58°04'05"W	157.64
C7	35.44	50.00	S42°54'49"E	34.70
C8	44.18	50.00	S82°20'27"E	42.69
C9	30.21	50.00	S46°19'49"E	29.78
C10	30.24	50.00	S87°06'42"E	29.78
C11	30.29	50.00	S27°34'12"W	29.83
C12	35.03	50.00	S64°59'54"W	34.32
C13	24.31	50.00	N80°00'03"W	24.07
C14	19.68	475.00	N64°46'46"E	19.68
C15	54.33	475.00	N68°18'58"E	54.30
C16	53.99	475.00	N53°46'58"E	53.97
C17	12.67	475.00	N49°45'44"E	12.67
C18	13.56	525.00	S49°44'05"W	13.50
C19	42.26	525.00	S52°46'26"W	42.18
C20	42.90	525.00	S57°25'03"W	42.89
C21	41.12	525.00	S62°00'09"W	41.11
C22	26.49	525.00	S65°41'31"W	26.49
C23	28.68	50.00	S37°59'48"W	28.29
C24	33.31	50.00	S73°30'59"W	32.70
C25	30.46	50.00	N69°56'28"W	30.00
C26	34.28	50.00	N35°59'23"W	33.62
C27	31.34	50.00	N84°45'25"E	30.83
C28	23.33	44.50	N67°50'26"W	23.07
C29	29.24	44.50	N76°00'38"E	28.72
C30	42.64	44.50	S72°17'17"W	41.07
C31	50.06	225.00	S68°45'58"W	49.96
C32	28.87	525.00	N61°05'11"E	28.87
C33	41.51	525.00	N57°14'46"E	41.50
C34	41.51	525.00	N52°42'59"E	41.50
C35	13.32	525.00	N49°43'29"E	13.31
C36	13.76	475.00	S49°49'40"W	13.76
C37	49.45	475.00	S53°30'23"W	49.42
C38	50.56	475.00	S59°40'17"W	50.54
C39	36.62	475.00	S64°55'45"W	36.61
C40	28.42	275.00	S64°10'35"W	28.41
C41	38.32	275.00	S57°13'24"W	38.29
C42	28.32	275.00	S51°06'54"W	28.31
C43	6.67	729.15	N49°14'12"E	6.67
C44	48.61	729.15	N52°03'04"E	48.60
C45	48.35	729.15	N55°11'37"E	48.34
C46	49.19	729.15	N59°01'33"E	49.18
C47	38.74	729.15	N62°26'50"E	38.74
C48	5.10	44.50	N76°58'34"W	5.10
C49	247.81	779.15	S58°06'35"W	246.77

LINE TABLE

LINE	LENGTH	BEARING
L1	14.37	N22°38'44"W
L2	6.97	N22°38'44"W
L3	12.86	N22°38'44"W
L4	21.21	N22°21'16"E
L5	21.21	S67°38'44"E
L6	19.41	N67°21'16"E
L7	32.44	S48°59'54"W
L8	31.51	N48°59'54"E
L9	18.52	N67°08'15"E
L10	23.36	N67°08'15"E
L11	28.69	S22°51'45"E
L12	21.21	S67°51'45"E
L13	21.21	S22°08'15"W
L14	11.70	S22°51'45"E
L15	-	-
L16	41.99	N82°49'07"W
L17	20.00	N45°09'53"W
L18	-	-
L19	21.21	S22°08'15"W
L20	11.58	S67°08'15"W
L21	21.32	S48°59'54"W
L22	41.01	S48°59'54"W
L23	21.82	N69°19'17"W
L24	21.24	S22°17'16"W
L25	21.19	N67°42'44"W
L26	21.21	N22°21'16"E
L27	21.21	S67°38'44"E
L28	21.69	N16°46'02"E
L29	31.69	N48°59'54"E
L30	32.26	N48°59'54"E
L31	12.59	N67°08'15"E
L32	21.21	S67°51'45"E
L33	13.19	N67°21'16"E
L34	20.00	N22°38'46"W
L35	22.80	N67°21'14"E
L36	49.91	N22°38'46"W
L37	9.38	S55°09'05"W
L38	18.75	N55°09'05"E
L39	22.53	N48°59'54"E
L40	32.26	S48°59'54"W
L41	28.88	S59°04'38"W

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

OWNER:
MONACO DEVELOPMENT, LLC
5810 SAN BERNARDO AVE. SUITE 102
LAREDO, TEXAS 78041
(956) 568–7071

GRAPHIC SCALE
(IN FEET)
(11x17): 1 inch = 200 Ft. (B SIZE)
(24x36): 1 inch = 100 Ft. (D SIZE)

MONACO SUBDIVISION PHASE II

A TRACT OF LAND CONTAINING 17.042 ACRES, in the City of Laredo, Webb County, Texas, out of D. M. J. Sanchez Porcion 22, Abstract 277, being comprised of 16.96 acres out of the Monadas Creek Properties, L.L.C. tract, recorded in Volume 4324, Page 531–535, Official Records of Webb County, Texas and a 0.08 acre tract of land owned by the City of Laredo, as per Volume 2262, Page 24, Official Records of Webb County, Texas.

DRAWN BY:	B.F.S./M.J.
CHECKED BY:	B.F.S.
DRAWN DATE:	NOV. 22, 2017
PLOTTED DATE:	
JOB No.	E–141–17
FILE NAME	
STATUS:	
AS–BUILT:	
REVISED DATE:	07/26/18
SCALE (24"x36")	SHEET
HOR:	1"=100' VER:
SCALE (11"x17")	SHEET
HOR:	1"=200' VER:
SHEET	1 OF 2 TOTAL

Exhibit B

ORDINANCE NO.

Authorizing the Co-Interim City Managers to execute all necessary documents for the sale of a 2,276 square foot tract of land "Surface Only" for the appraised market value of $23,100. The adjacent land owner requested to purchase the subject tract to complete a residential development. The subject property is inaccessible; therefore, making it eligible to be sold to the only abutting land owner, Monaco Development, LLC. The subject tract of land is owned by the City of Laredo within the Manadas Creek area, as recorded in Volume 2262, Page 24 Official Records of Webb County, Texas, being generally described in attached Exhibit "A" and Exhibit "B".

WHEREAS, the subject tract was originally purchased on December 19, 2006 as a larger tract containing 80.63 acres, more or less situated in Laredo, Webb County, Texas, out of a 102.777 acre tract conveyed in deed to Manadas Creek Properties, LLC. Recorded in Volume 2003, Pages 124-126, W.C.O.R., for municipal drainage and utility purposes; and

WHEREAS, the sale of the land would generate future property tax income and eliminate city's resources to maintenance the vacant tract of land; and

WHEREAS, Section 272.001 (b) of the Texas Local Government Code provides exemptions to the notice and bidding requirements for the sale of land by a municipality;

WHEREAS, the subject tract is small, cannot be used independently under applicable regulations, does not have access to public roads, and thus falling within an exemption provided in Section 272.001 (b) of the Texas Local Government Code;

WHEREAS, Monaco Development LLC is the sole abutting property owner to the north of the 2,276 sq. ft. and has requested that the City consider selling the unimproved tract of land at fair market value.

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

A. Authorizing the Co-Interim City Managers to execute all necessary documents to sell the "Surface Only" of a surplus vacant tract of land that contains 2,276 sq. ft. out of D.M.J. Sanchez Porcion 22, Abstract 277, City of Laredo, Webb County, Texas, owned by the City of Laredo, as per Volume 2262, Page 24 Official Records of Webb County to Monaco Development LLC.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA L. HALE
CITY ATTORNEY

By: _____
Xavier Charles
Assistant City Attorney

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario C. Cabello, Interim Co-City Manager

Staff Source: Homero Vazquez-Garcia, I.S.T. Director

SUBJECT

Authorizing the Co-Interim City Managers to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and VTX Communications, LLC, a Texas Limited Liability Company, dated February 4, 2019 for the use of one (1) inner duct in the Juarez Lincoln Bridge and 640 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2019 and terminating at 12:00 pm February 3, 2024.
2. Annual duct fee shall be $32,577.89 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a nine dollar and 78/100 ($9.78) linear foot right-of-way fee, and will increase by five percent (5%) every year.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo and VTX Communications, LP, entered into a five (5) year license agreement commencing April 21, 2003 and terminating April 20, 2008 for the use of one (1) inner duct in the Juarez Lincoln Bridge. The initial annual duct fee was $15,194.00 plus a $5.00 per linear foot right-of-way fee; with a five percent (5%) annual increase on the duct fee only. This license agreement has had two subsequent five (5) year renewals, with the most recent expiring February 4, 2019. The city and VTX have agreed to a five (5) year license agreement commencing February 4, 2019 and terminating February 3, 2024. The city will receive an annual duct fee of $32,577.89 and $9.78 per linear foot right-of-way fee with a 5% annual increase on both the duct fee and the right-of-way fee. VTX currently occupies 640 linear feet of right-of-way. VTX has agreed to pay the greater of the amount established by this license agreement or that amount that VTX, or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	
Source of Funds:	
Account #:	101-0000-311-1060
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
Funds will be accounted for in General Fund Telecommunications.

Attachments

CC-VTX
VTX Bridge License
VTX - Intro Ordinance

COUNCIL COMMUNICATION

DATE: 03-18-19	**SUBJECT: Introductory Ordinance** Authorizing the City Manager to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and VTX Communications, LLC, a Texas Limited Liability Company, dated February 4, 2019 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 640 linear feet of right-of-way. 1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2019 and terminating at 12:00 pm February 3, 2024. 2. Annual duct fee shall be $32,577.89 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a nine dollar and 78/100 ($9.78) linear foot right-of-way fee, and will increase by five percent (5%) every year.
INITIATED BY: Rosario Camarillo-Cabello, Interim Co-City Manager	**STAFF SOURCE:** Homero Vazquez-Garcia, IST Director
PREVIOUS COUNCIL ACTION:	
BACKGROUND: The City of Laredo and VTX Communications, LP, entered into a five (5) year license agreement commencing April 21, 2003 and terminating April 20, 2008 for the use of one (1) innerduct in the Juarez Lincoln Bridge. The initial annual duct fee was $15,194.00 plus a $5.00 per linear foot right-of-way fee; with a five percent (5%) annual increase on the duct fee only. This license agreement has had two subsequent five (5) year renewals, with the most recent expiring February 4, 2019. The city and VTX have agreed to a five (5) year license agreement commencing February 4, 2019 and terminating February 3, 2024. The city will receive an annual duct fee of $32,577.89 and $9.78 per linear foot right-of-way fee with a 5% annual increase on both the duct fee and the right-of-way fee. VTX currently occupies 640 linear feet of right-of-way. VTX has agreed to pay the greater of the amount established by this license agreement or that amount that VTX, or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas.	
FINANCIAL IMPACT: The city will receive an annual rent of $38,837.09 with a 5% increase on each anniversary of the commencement date. Rent will be credited to General Fund-Telecommunications License line item #101-0000-311-1060.	
COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:** Staff recommends approval.

LICENSE

THIS LICENSE, made this 4th day of February 2019 by and between **THE CITY OF LAREDO, TEXAS**, a municipal corporation, hereinafter designated the "Licensor" and **VTX COMMUNICATIONS, LLC**, a Texas Limited Liability Company, hereinafter designated the "Licensee," and collectively "Parties."

AGREEMENT

1. The Licensor, in consideration of the fees to be paid and the covenants and agreements to be performed by the Licensee, does hereby grant nonexclusive permission unto the Licensee to use the following described premises and property situated in the Juarez Lincoln Bridge "Bridge" and appurtenant buildings, passages and manholes owned by the Licensor between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America:

> One (1) innerduct in a shared duct system in the Juarez Lincoln Bridge infrastructure together with sufficient and suitable right of access thereto and sufficient and suitable space in various splicing chambers thereof; for the installation, maintenance, repair and operation of cables, not to exceed 6 inches in diameter therein; the location of said duct and other detail being set forth on the Diagram attached hereto as Schedule "A" forming a part hereof.

2. All Parties acknowledge that it shall be the Licensee's sole responsibility, and at Licensee's sole cost to independently secure any right of access required by the Licensee in, through or on the Mexico side of the Bridge and areas within the United States not specifically conferred in this License.

3. All Parties further acknowledge that this License is not a franchise pursuant to Texas Transportation Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Licensor.

TERM, RENT AND RENEWAL

4. Term: The term of the permission herein granted shall be for a period of five (5) years commencing at twelve (12:00 a.m.) on the 4th day of February, 2019 and ending eleven fifty-nine (11:59 p.m.) on the 3rd day of February, 2024.

5. Annual Fees: Licensee hereby covenants and agrees to pay in advance both (a) an annual fee per duct and (b) an annual right-of-way fee (collectively referred to as "Annual Fees"), upon execution of this instrument, and on the same date each succeeding year thereafter as set forth respectively in the table below.

> (a) Licensee shall also include a certification with the payment that this amount is no lower than the fee it, or any of its subsidiaries, pays for the use of a single duct to cross any international bridge in the State of Texas.

(b) The Parties agree that the rights-of-way fee is based on a six dollar ($6.00) a linear foot rights-of-way fee that commenced in 2008 and has increased five percent (5%) per year such that commencing in 2019 the rights-of-way fee is $9.78. The Parties further agree that the Licensee currently occupies six hundred and forty (640) linear feet.

(c) The Parties agree that unless prohibited by law, the linear rights-of-way foot fee and the Annual Fee per Duct shall increase by five percent (5%) every year this License is in effect in amounts as set forth and agreed to by the Parties in the Table below.

(d) Nothing in this License shall be read to prevent the Parties from expanding the number of ducts or linear feet of rights-of-way occupied by Licensee on comparable terms as agreed here.

Year of Term	Annual Fee Per Duct	Right-of-Way Fee	Total Fee
First	$32,577.89	640' @$9.78 = $6,259.20	$38,837.09
Second	$34,206.79	640' @$10.23 = $6,547.20	$40,753.99
Third	$35,917.13	640' @$10.78 = $6,899.20	$42,816.33
Fourth	$37,712.98	640' @$11.32 = $7,244.80	$44,957.78
Fifth	$39,598.63	640' @$11.89 = $7,609.60	$47,208.23

6. The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Licensor. Licensee further acknowledges its liability to pay any federal tax, state tax, or local tax which might be applicable and due including ad valorem taxes, municipal realty taxes or other rates and charges, if any, levied or imposed on or with respect to Licensee's use of said duct or any other facilities within Laredo.

7. The Licensee covenants and agrees that, without prejudice to any other remedy on behalf of the Licensor, interest on fees and other payments payable by or recoverable from the Licensee will be due at the rate of fifteen percent (15%) per annum if such fees or other payments are not paid or made when due.

EARLY TERMINATION

8. It is further understood and agreed by and between the Parties hereto that the licenses and permissions herein granted may be terminated by either party upon six (6) months written notice to the other and the Licensee shall remove, at Licensee's expense, its cables and equipment prior to such termination date; provided that if the Licensee fails to remove the same aforesaid, the Licensor may remove such cables and equipment and the expense of such removal shall be paid by and recoverable from the Licensee forthwith on demand. In the event of any such early termination, the annual fee for the use of the duct and rights-of-way shall be prorated accordingly, but only after any fees owed to Licensor for removal of Licensee's equipment have been deducted.

9. This License may be terminated by Licensee immediately upon written notice to Licensor of:

(a) A required governmental certificate, permit, license or other approval being canceled; or

(b) Any other action that affects the continuance of the License, so long as such cancellation or action is not the result of any act or omission by Licensee;

(c) Licensor breaches a representation or warranty contained in this License; or

(d) Licensor fails to have proper ownership of the premises and/or authority to enter into this License.

10. It is further understood and agreed by and between the Parties hereto that if the Licensor or Licensee at any time exercises their power to:

(a) Terminate this agreement;

(b) Demand the removal of the Licensee's cables and equipment; or

(c) Revoke the permission granted herein, neither the Licensor nor Licensee shall be liable to pay compensation for any loss, costs or damages, other than the removal costs provided for above, which may be incurred by the Licensee or Licensor or any person making such claims under the License by reason of such termination, demand, or revocation.

11. If this License is terminated at a time other than on the last day of the term year, annual fees shall be prorated as of the date of termination and all prepaid annual fees shall be refunded to the Licensee if the termination is brought about by the actions of Licensor. If the termination is brought about by the Licensee, then such prepaid refund shall not apply. Furthermore, rent shall be owed until Licensee has removed all of its equipment from the bridge and rights-of-way.

HOLD OVER STATUS

12. It is agreed that in the event of the Licensee herein holding over after the termination of the Term of this Agreement, the License shall be deemed to be on a month-to-month basis in the absence of a written agreement to the contrary. The payments for such holdover status will be at rates that are equal to the last year of the agreement's term, increased by fifty percent (50%) for each year of the holdover. Either party, upon one month prior written notice, may terminate the Agreement operating in a hold over status.

USE OF PREMISES

13. Licensee shall use the Premises for any lawful purpose. Still, the Parties recognize that Licensee intends to employ the premises for the deployment of telecommunications cabling and must obtain Licensor permission before any other activity takes place. Such permission shall not be unreasonably withheld or delayed by Licensor.

14. Licensee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

REPAIR

15. It is understood and agreed that if the premises hereby licensed shall be damaged or destroyed in whole or in part during the term thereof, the Licensor will repair and restore the same to a good and useable condition with reasonable dispatch and that the fees herein provided for shall be abated entirely until the said premises have been so repaired and restored.

16. It is further understood and agreed that the Licensor will maintain and repair the premises hereby licensed at its own expense. This duty shall be and remain during the Term of this License to keep the premises in a safe, suitable and proper condition for receiving and carrying the Licensee's said cables and so as to permit the proper operation of such cables therein. Provided, however, that in the event of total or substantially total damage to or destruction of the Bridge in whole or in part, such that repairs may not reasonably be effected within thirty (30) days thereof, either party may forthwith terminate this agreement upon written notice thereof, and paragraph 11 (Early Termination) hereof shall apply. In case Licensor does not repair the premises in such 30 days term, Licensee will be entitled to stop paying the annual fees until the reparation is made by Licensor or at its option terminate this agreement with no responsibility.

LIMITATION OF LIABILITY

17. The Licensor shall not be responsible or liable to the Licensee for any loss or damage to persons or property that may be occasioned by or through the acts or omissions of persons occupying adjoining ducts. Nor shall the Licensor be responsible or liable to the Licensee or its agents or employees for any loss or damage unless such loss or damage shall be caused by willful and intentional act or negligence of the Licensor or its agents or employees. The Licensor shall not be responsible or liable for any loss or damage to persons or property occasioned by the negligence of the Licensee or its agents or employees, the Licensee hereby agrees to accept full responsibility therefore and to indemnify Licensor as provided below against any claims that might arise from such actions.

18. Damage to or destruction of Licensee's property shall not be made the responsibility of Licensor, its agents, contractors, officers or employees.

19. In the event that a third party damages, by any means, the property of the Licensee, the Parties agree that the Licensor shall provide to the Licensee, upon written request, any relevant documentation or data in its possession, which is publicly available and necessary for the Licensee to legally proceed against such third party.

SUBLICENSE

20. Licensee represents and warrants that Licensee shall at all times maintain exclusive control over the inner duct and the fiber optic cable located in the inner duct. The sole

right to access, maintain, repair, remove and otherwise utilize the inner duct and fiber optic cable located therein shall at all times be and remain exclusively under Licensee's sole control. Licensee may not sublicense the inner duct. Any unauthorized sublicense shall, at the Licensor's discretion, result in immediate termination and forfeiture of any prepaid Annual Fees in addition to such other remedies available to Licensor at law or in equity for such breach.

OPERATIONAL RIGHTS

21. Subject to the approval of the Licensor, which approval shall not be unreasonably withheld or delayed, Licensee and its employees, servants, agents and contractors shall have the right of ingress and egress without charge to the said Bridge and appurtenant buildings and premises at any hour of any day for the purpose of maintenance, repair and installation of Licensee's property.

RELEASE/INSURANCE/INDEMNIFICATION

22. It is further understood and agreed by and between the Parties that by the execution of this agreement, the Licensee does hereby expressly and completely hold harmless, indemnify and release the Licensor from any and all liabilities, suits, claims and demand (whether for property damage or for personal injury or death and whether founded in tort, contract or quasi-contract) which at any time might be exerted by the Licensee arising out of the existence, use, repair, maintenance or removal of its cables, provided that any such liability, suit, claim or demand does not arise wholly from the Licensor's negligence.

23. The Licensee further covenants and agrees to indemnify and save harmless Licensor from and against all loss, costs or damages which the Licensor may suffer or be put to and from against all claims or actions which may be made or brought against the Licensor by reason of said cables, their construction, existence, repair or maintenance or resulting therefrom in any way whatsoever, provided that any such loss, costs, damages, claims or actions does not arise wholly from the Licensor's negligence.

24. Licensee and its contractors shall produce where applicable, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that Licensee has obtained all insurances required by law, but at no time to be in amounts less than those outlined below:

(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 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.

(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) If applicable, Builders Risk coverage as follows:

(1) 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.

(2) 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. The deductible shall not exceed $5,000.

25. With reference to the foregoing insurance requirement, Lessee shall specifically endorse applicable insurance policies as follows:

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

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of The City of Laredo shall be contained in the Workers Compensation, Builders Risk, and all liability policies.

(d) 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.

(e) 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.

(f) 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.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Licensee may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

(i) Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

26. 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:

(a) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

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

27. Upon request, Licensee shall furnish The City of Laredo with certified copies of all insurance policies.

COMPLIANCE WITH LAW

28. Licensee acknowledges that it shall be the Licensee's sole responsibility and at Licensee's sole cost to apply for and obtain any permit, authorization, or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over the Licensee or relating to Licensee's operations and occupation in, on, to or through said Bridge.

HAZARDOUS SUBSTANCE INDEMNIFICATION

29. Licensee warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and that it will not store or dispose on the Premises, nor transport to or over the Premises, any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

INSPECTION

30. Notwithstanding any provision of this License to the contrary, in the event of an emergency Licensor retains the right to enter upon the licensed property, at any time and without notice to Licensee, and assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof, whenever such removal is deemed necessary by Licensor for (a) exercising Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property. At all other times, Licensor shall provide forty-eight (48) hours' notice of such an inspection.

DEFAULT AND CURE

31. The following shall be events of default:

(a) Licensee fails to make any payment or provision of Annual Fees or any other sums to Licensor when due, and does not cure such default within thirty (30) days after written notice from Licensor;

(b) Licensee fails to meet or perform any other covenant or condition of this License and does not cure such other default within thirty (30) days after written notice from Licensor specifying the default complained of;

(c) Licensee abandons or vacates the Premises without paying annual fees;

(d) Licensee is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

32. If a non-monetary default may not reasonably be cured within a 30 day period, this License may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

33. In the event of a default, Licensor shall have the right, at its option, in addition to and not exclusive of any other remedy Licensor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

(a) Declare this License at an end, in which event Licensee shall immediately pay Licensor a sum of money equal to the total of:

(1) The amount of the unpaid annual fees accrued through the date of termination;

(2) The amount by which the unpaid annual fees reserved for the balance of the term exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided (net of the reasonable costs of such reletting); and

(3) Any other reasonable amount necessary to compensate Licensor for all detriment proximately caused by Licensee's failure to perform its obligations under the License; provided, however, nothing contained herein shall in any way limit Licensor's duty to mitigate its damages, or

(b) Without terminating this License, re-license the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as Licensor may deem advisable, and any monies received from such re-licensing shall be applied first to the expenses of such re-licensing and collection, including reasonable attorneys' fees, any commissions paid, and thereafter toward payment of all sums due or to become due Licensor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Licensor any deficiency monthly, notwithstanding that Licensor may have received rental in excess of the annual fees stipulated in this License in previous or subsequent months, and Licensor may bring an action therefor as such monthly deficiency shall arise.

34. No re-entry and taking of possession of the Premises by Licensor shall be construed as an election on Licensor's part to terminate this License, unless written notice of such intention is given to Licensee by Licensor. Notwithstanding any re-licensing without termination, Licensor may at any time thereafter elect to terminate this License for such pervious breach.

SUCCESSOR, ASSIGNS AND MISCELLANEOUS

35. It is further understood and agreed by and between the Parties hereto that this agreement shall be binding upon and enures to the benefit of the Parties hereto and their respective successors and permitted assigns (it being acknowledged that the Licensor may not arbitrarily withhold its consent to any sublicensing or assignment of the permission granted herein), that this License consists of and incorporates the main body and the attached Schedule "A" and that words importing the masculine gender and the plural, as the case may be, and vice versa, respectively.

NOTICES

36. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Landlord:	City of Laredo 1110 Houston Laredo, Texas 78040 Attn: City Attorney and Telecommunications Director
With a copy to:	Gerard Lavery Lederer Best Best & Krieger 2000 Pennsylvania Avenue N.W. Suite 5300 Washington DC 20006
If to Licensee;	VTX Communications, LLC Attn: General Manager 881 E. Hidalgo Avenue Raymondville, Texas 78580

AUDIT AUTHORITY

37. Licensee shall be responsible for providing to Licensor all records necessary to confirm the accurate payment of rent due under the License.

38. Licensor shall have the right to inspect and copy Licensee's records, whether the records are held by the Licensee, an Affiliate, or any other entity that collects or receives funds related to the Licensee's operations governed by this License.

39. Intentionally Omitted.

40. Licensor's audit expenses shall be borne by the Licensor unless the audit discloses an underpayment of more than five percent (5%). In the event the underpayment is greater than five percent (5%), the costs of the audit shall be borne by Licensee. Any additional amounts and audit expenses due to Licensor as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee of the underpayment, which notice shall include a copy of the audit report.

PRIORITY USE

41. This License is made expressly subject and subordinate to the present and future right of the Licensor, its successors, assign, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities or facilities, franchised public utilities, roads or streets, on, beneath or above the surface of the licensed property described in Schedule "A" provided, however, that Licensor shall endeavor to ensure that such improvements do not interfere with or destroy Licensee's use of the licensed property.

42. Nothing in this License shall be construed to limit, in any way, the power of the Licensor to widen, alter, or improve the licensed property subject to this License, pursuant to official action by the governing body of the City of Laredo, or its successors. Other than in the case of an emergency, Licensor shall provide Licensee a thirty (30) day notice of any construction activities that adversely impact Licensee's facilities.

(a) Licensor agrees, but not at the expense of Licensor, to cooperate with the Licensee, in effecting such widening, alteration or improvement of the licensed property so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

SIGNATURES CONTINUE ON NEXT PAGES.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSOR:

THE CITY OF LAREDO, TEXAS, USA

_____
By: Rosario Camarillo-Cabello
INTERIM CO-CITY MANAGER

_____
BY: Robert A. Eads
INTERIM CO-CITY MANAGER

ATTEST:

_____
By: Jose A.Valdez, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Kristina Laurel Hale
CITY ATTORNEY

_____
By: Cristian Rosas-Grillet
ASSISTANT CITY ATTORNEY

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSEE:

VTX Communications, LLC

_____

BY: Lew Brownfield
Chief Operating Officer

SCHEDULE A

ORDINANCE NO 2019-O-___

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO GRANT A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF LAREDO, TEXAS, A MUNICIPAL CORPORATION AND VTX COMMUNICATIONS, LLC, A TEXAS LIMITED LIABILITY COMPANY FOR THE USE OF ONE (1) INNERDUCT IN THE JUAREZ LINCOLN BRIDGE AND 640 LINEAR FEET OF RIGHT-OF-WAY.

1. **TERM OF THE LICENSE AGREEMENT SHALL BE FOR FIVE (5) YEARS COMMENCING AT 12:00 AM, FEBRUARY 4, 2019 AND TERMINATING AT 12:00 PM, FEBRUARY 3, 2024.**
2. **ANNUAL DUCT FEE SHALL BE $32,577.89 AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR THE LICENSE IS IN PLACE. IN ADDITION TO THE DUCT FEE, LICENSEE SHALL PAY A NINE DOLLAR AND 98/100 ($9.78) LINEAR FOOT RIGHT-OF-WAY FEE, AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR.**

WHEREAS, staff recommends that the City council approve the License Agreement by and between the City of Laredo, Texas, a municipal corporation and VTX Communications, LLC, A Texas Limited Liability Company, dated February 4, 2019 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 640 linear feet of right-of-way;

WHEREAS, VTX Communications, LLC, has agreed to pay the greater of the amount established by this license agreement or that amount that, VTX Communications, LLC, or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas; and

WHEREAS, staff 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. The Co-Interim City Managers are hereby authorized to grant a License Agreement by and between the City of Laredo, Texas, a municipal corporation and VTX Communications, LLC, a Texas Limited Liability Company, dated February 4,

2019 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 640 linear feet of right-of-way, a copy of which is attached hereto as Exhibit "A" and incorporated herein as if set out at length for all intents and purposes.

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 APRIL 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario C. Cabello, Interim Co-City Manager

Staff Source: Homero Vazquez-Garcia, I.S.T. Director

SUBJECT

Authorizing the Co-Interim City Managers to execute a First Amendment to Lease Agreement ("Lease") by and between the City of Laredo, a municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant"), as successor in interest to Cook Inlet / Voicestream PCS, LLC., ("T-Mobile"), dated May 1, 2000 and attached hereto; to allow Landlord to modify Tenant's ground space at the Del Mar Elevated Water Storage Tank ("Water Tower"), as more fully depicted on the attached Exhibit A-1, for the installation of a generator and to increase Tenant's rent by $300.00 per month commencing on April 15, 2019 and shall thereafter increase in accordance with paragraph 3 (Rent) of the Lease; all other terms and conditions remain in full force and effect.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Landlord and Tenant entered into a Ground Lease dated May 1, 2000, whereby Landlord leased to Tenant space on the top surface of the Del Mar Elevated Storage Water Tank 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. Tenant desires to amend the Lease to modify the leased Premises for the installation of a generator.

Landlord and Tenant agree and acknowledge that Exhibit "A" to the Lease shall be amended to include the location of the generator as described in Exhibit "A-1" of the First Amendment to the Lease Agreement, attached hereto and made a part hereof. Landlord and Tenant agree that Exhibit "A" to the Lease Agreement is deleted in its entirety and shall be replaced with Exhibit "A-1" attached to the First Amendment.

Landlord and Tenant agree and acknowledge that Tenant's rent shall increase by $300.00 per month commencing on April 15, 2019 and shall thereafter increase in accordance with Paragraph 3 of the Lease; expiration date of the Lease is April 30, 2020. Current rent is $11,348.00 due May 1, 2019.

All other terms and conditions of the Lease remain in full force and effect.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Rent increase of $300.00.

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	101-0000-361-2006
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
Revenues will be accounted for in General Fund account #101-0000-361-2006, Telecommunication Rentals.

Attachments

CC T-Mobile Del Mar
T-Mobile Del Mar Amendment
Ordinance T-Mobile Del Mar

COUNCIL COMMUNICATION

DATE:	SUBJECT: INTRODUCTORY ORDINANCE
03-18-19	Authorizing the City Manager to execute a First Amendment to Lease Agreement ("Lease") by an between the City of Laredo, a municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant"), as successor in interest to Cook Inlet/Voicestream PCS, LLC., ("T-Mobile"), dated May 1, 2000 and attached hereto; to allow Landlord to modify Tenant's ground space at the Del Mar Elevated Water Storage Tank ("Water Tower"), as more fully depicted on the attached Exhibit A-1, for the installation of a generator and to increase Tenant's rent by $300.00 per month commencing on April 15, 2019 and shall thereafter increase in accordance with paragraph 3 (Rent) of the Lease; all other terms and conditions remain in full force and effect.

INITIATED BY:	STAFF SOURCE:
Rosario Camarillo-Cabello, Interim Co-City Manager	Homero Vazquez-Garcia, Information Services & Telecommunications Director

PREVIOUS COUNCIL ACTION: None

BACKGROUND: Landlord and Tenant entered into a Ground Lease dated May 1, 2000, whereby Landlord leased to Tenant space on the top surface of the Del Mar Elevated Storage Water Tank 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. Tenant desires to amend the Lease to modify the leased Premises for the installation of a generator.

Landlord and Tenant agree and acknowledge that Exhibit "A" to the Lease shall be amended to include the location of the generator as described in Exhibit "A-1" of the First Amendment to the Lease Agreement, attached hereto and made a part hereof. Landlord and Tenant agree that Exhibit "A" to the Lease Agreement is deleted in its entirety and shall be replaced with Exhibit "A-1" attached to the First Amendment.

Landlord and Tenant agree and acknowledge that Tenant's rent shall increase by $300.00 per month commencing on April 15, 2019 and shall thereafter increase in accordance with Paragraph 3 of the Lease; expiration date of the Lease is April 30, 2020. Current rent is $11,348.00 due May 1, 2019.

All other terms and conditions of the Lease remain in full force and effect.

FINANCIAL IMPACT: Rent increase of $300.00 per month.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Staff recommends approval.

Site No. CC01157A
Site Name: Gaylord WT

FIRST AMENDMENT TO LEASE AGREEMENT

T-Mobile West LLC, a Delaware limited liability company, as successor in interest to Cook Inlet / Voicestream PCS, LLC. ("T-Mobile"), and the City of Laredo, entered into a Lease Agreement dated May 1, 2000 (the "Lease") for a site located at 610 E. Del Mar Blvd., Laredo, Texas 78041 upon which T-Mobile operates wireless antenna facilities.

WHEREAS, Landlord and Tenant desire to amend the Agreement to expand its use of the leased Premises as more fully described in the attached Exhibit A-1 for the purpose of installing a generator for emergency situations; and

WHEREAS, Landlord and Tenant desire to accordingly amend the Agreement to increase the rent; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Landlord and Tenant agree and acknowledge that the Premises will be modified as more fully depicted on the attached Exhibit A-1. Landlord and Tenant further agree and acknowledge that as of the Commencement Date of this Amendment, Tenant's equipment information set forth in Exhibit A and all references thereto in the Agreement shall hereby be deleted in its entirety and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Premises information set forth Exhibit A of the Agreement and Exhibit A-1 attached hereto, Exhibit A-1 within the Amendment shall control.

2. Effective as of final execution of this agreement, (a) Tenant will have the right to modify its Antenna Facilities as described and depicted on Exhibit A-1, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A-1, in all respects and (b) the Rent that Tenant pays Landlord will be increased by Three Hundred Dollars and 00/100 ($300.00) per month.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this 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 Amendment.

4. 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 executed this First Amendment effective as of the date of execution by the last party to sign.

City of Laredo - Interim Co-City Manager
By: _____
Name: _____
Title: _____
Date: _____

City of Laredo - Interim Co-City Manager
By: _____
Name: _____
Title: _____
Date: _____

T-Mobile West LLC
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A-1

T-Mobile®

GENERATOR ADD PROJECT 2018

SITE NAME: GAYLORD WT
SITE NUMBER: CC01157A
STRUCTURE TYPE: WATER TANK

PROJECT INFORMATION

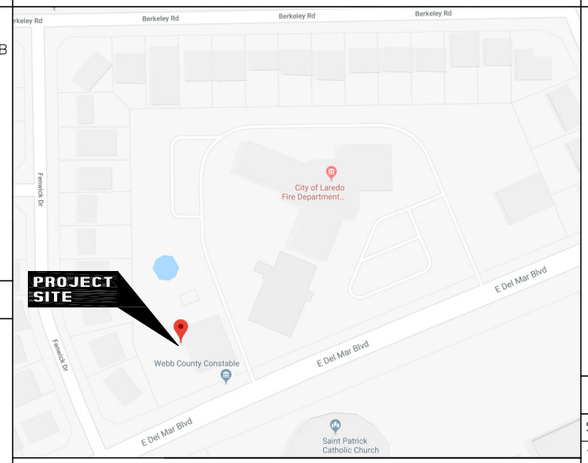
SITE NAME: GAYLORD WT
SITE NUMBER: CC01157A
911 ADDRESS: 610 E. DEL MAR
LAREDO, TX 78041
LATITUDE: 27.571111°
LONGITUDE: -99.4825°
GROUND ELEVATION: 521' AMSL
JURISDICTION: CITY OF LAREDO
STRUCTURE TYPE: WATER TANK

DRIVING DIRECTIONS

FROM LAREDO INTERNATIONAL AIRPORT,

DEPART E CORRIDOR RD TOWARD TX-20 LOOP / BOB BULLOCK LOOP. TURN LEFT ONTO TX-20 LOOP / BOB BULLOCK LOOP. TURN LEFT ONTO JACAMAN RD. TURN RIGHT ONTO MCPHERSON AVE / MCPHERSON RD. TURN LEFT ONTO E DEL MAR BLVD.

VICINITY MAP



APPROVALS

PROPERTY OWNER OR REP. DATE

LAND USE PLANNER DATE

OPERATIONS DATE

RF ENGINEER DATE

ZONING AND REAL ESTATE DATE

CONSTRUCTION MANAGER DATE

SCOPE OF WORK

THE WIRELESS COMMUNICATIONS FACILITY IS NOT INTENDED FOR HUMAN OCCUPANCY

1. INSTALLATION OF NEW GENERAC SD050 GENERATOR ON NEW CONCRETE PAD
2. INSTALLATION OF NEW 200 AUTOMATIC TRANSFER SWITCH INSIDE EXISTING EQUIPMENT SHELTER

CONTACTS

APPLICANT:
T-MOBILE USA INC.
3801 S. CAPITAL OF TEXAS HWY.
AUSTIN, TX 78704
CONTACT: KEITH HOOBER
PHONE: 484-432-8416

PROPERTY OWNER:
CITY OF LAREDO
UTILITIES DEPARTMENT
5816 DAUGHERTY
LAREDO, TX 7804-2950
PHONE: 956-721-2000

ARCHITECT/ENGINEER:
LEVEL 5 CONSULTING ENGINEERS
19315 FM 2252, SUITE 301
GARDEN RIDGE, TX 78266
CONTACT: TONY HUEBEL
PHONE: 210-542-5911

TELEPHONE COMPANY:
SBC SOUTHWESTERN BELL
PHONE: 800-559-7928

POWER COMPANY:
AEP SWEPCO
PHONE: 888-218-3919

APPLICABLE CODES & STANDARDS

- INTERNATIONAL BUILDING CODE, 2012 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- NATIONAL ELECTRICAL CODE, 2011 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTERNATIONAL MECHANICAL CODE, 2012 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION

Texas 811
Know what's below.
Call before you dig.

COUNTY MAP

SITE ACCESS PROCEDURES

GATE COMBO: 2100
TECH WOULD NEED TO OPEN SHELTER IF REQ.

SHEET INDEX

SITE GENERAL ARRANGEMENT PLANS	
T1.0	TITLE SHEET
A1.0	COMPOUND PLAN
A1.1	ENLARGED EQUIPMENT PLAN & DETAILS
A2.0	GENERATOR & CONCRETE PAD DETAILS
A2.1	GENERATOR ELEVATION & FENCE DETAILS
A2.2	AUTOMATIC TRANSFER SWITCH SPECIFICATION
E1.0	ELECTRICAL AND GROUNDING PLAN
E1.1	ELECTRICAL ONE-LINE DIAGRAM
E1.2	ELECTRICAL DETAILS
	GENERAC GENERATOR DETAILS FOR REFERENCE (SHEET 2)

NOTE: DRAWING SCALES ARE FOR 11"X17" & 22"X34" SHEETS UNLESS OTHERWISE NOTED.

PREPARED FOR:

T-Mobile®
Get More From Life
3801 S. CAPITAL OF TEXAS HWY.
AUSTIN, TX 78704

SITE NAME:
GAYLORD WT

SITE NUMBER:
CC01157A
SITE ADDRESS:
610 E. DEL MAR
LAREDO, TX 78041
WEBB COUNTY

STAMP:

STATE OF TEXAS
DAVID J. HILDEBRANDT
106713
LICENSED
PROFESSIONAL ENGINEER
7/25/18

LEVEL 5 CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

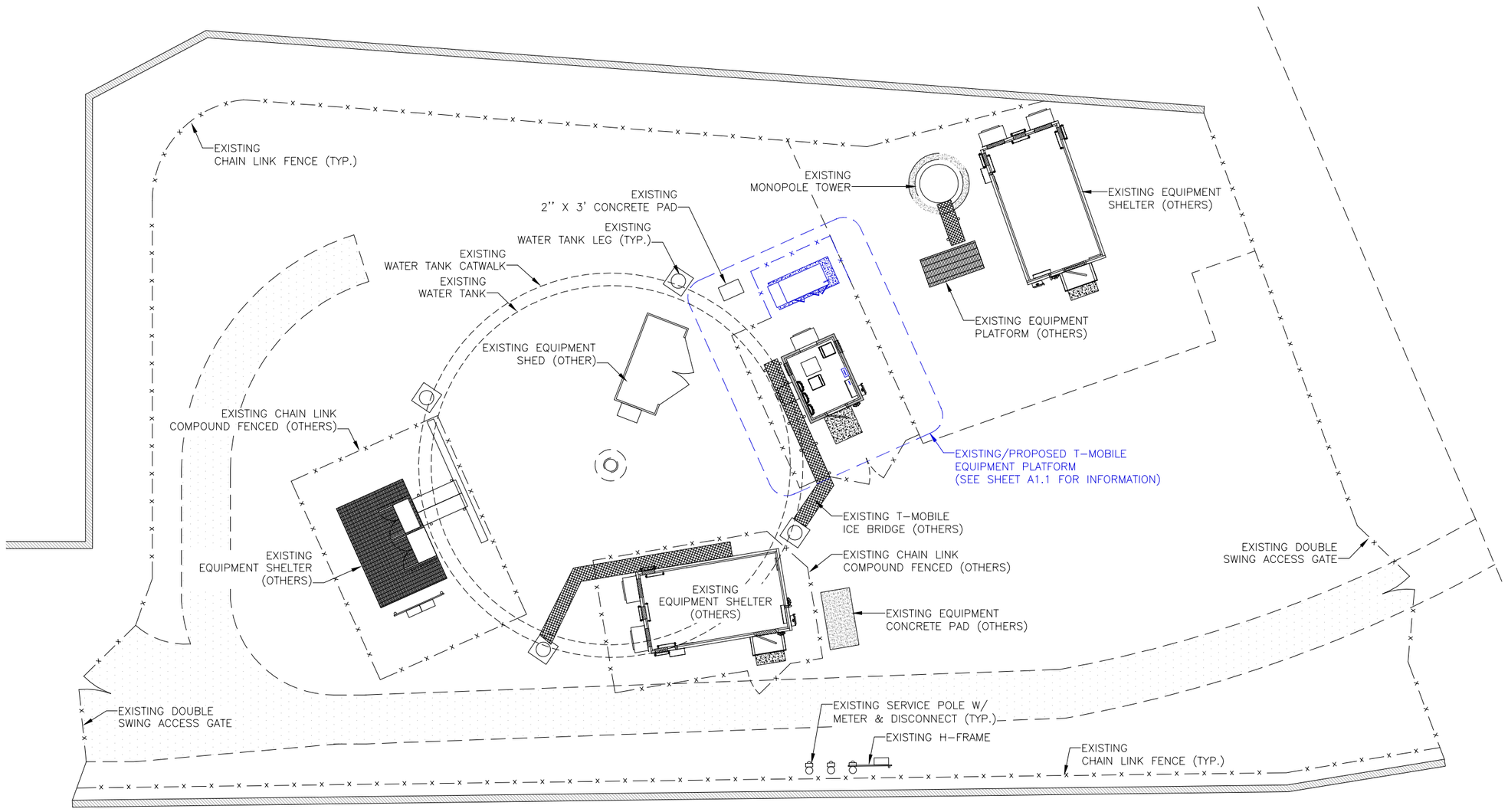
DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	07/22/18

REVISION

NO	DESCRIPTION	BY	DATE
PCD0	ISSUED FOR REVIEW	LC	07/22/18
FCD0	ISSUED FOR CONSTRUCTION	DH	07/25/18

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T1.0



TRUE NORTH

1 COMPOUND PLAN

FULL SIZE PLOT SCALE: 1/8" = 1'-0"
HALF SIZE PLOT SCALE: 1/16" = 1'-0"

0 4' 8' 16'

PREPARED FOR:

T-Mobile
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3801 S. CAPITAL OF TEXAS HWY.
AUSTIN, TX 78704

SITE NAME:

GAYLORD WT

SITE NUMBER:

CC01157A

SITE ADDRESS:
610 E. DEL MAR
LAREDO, TX 78041
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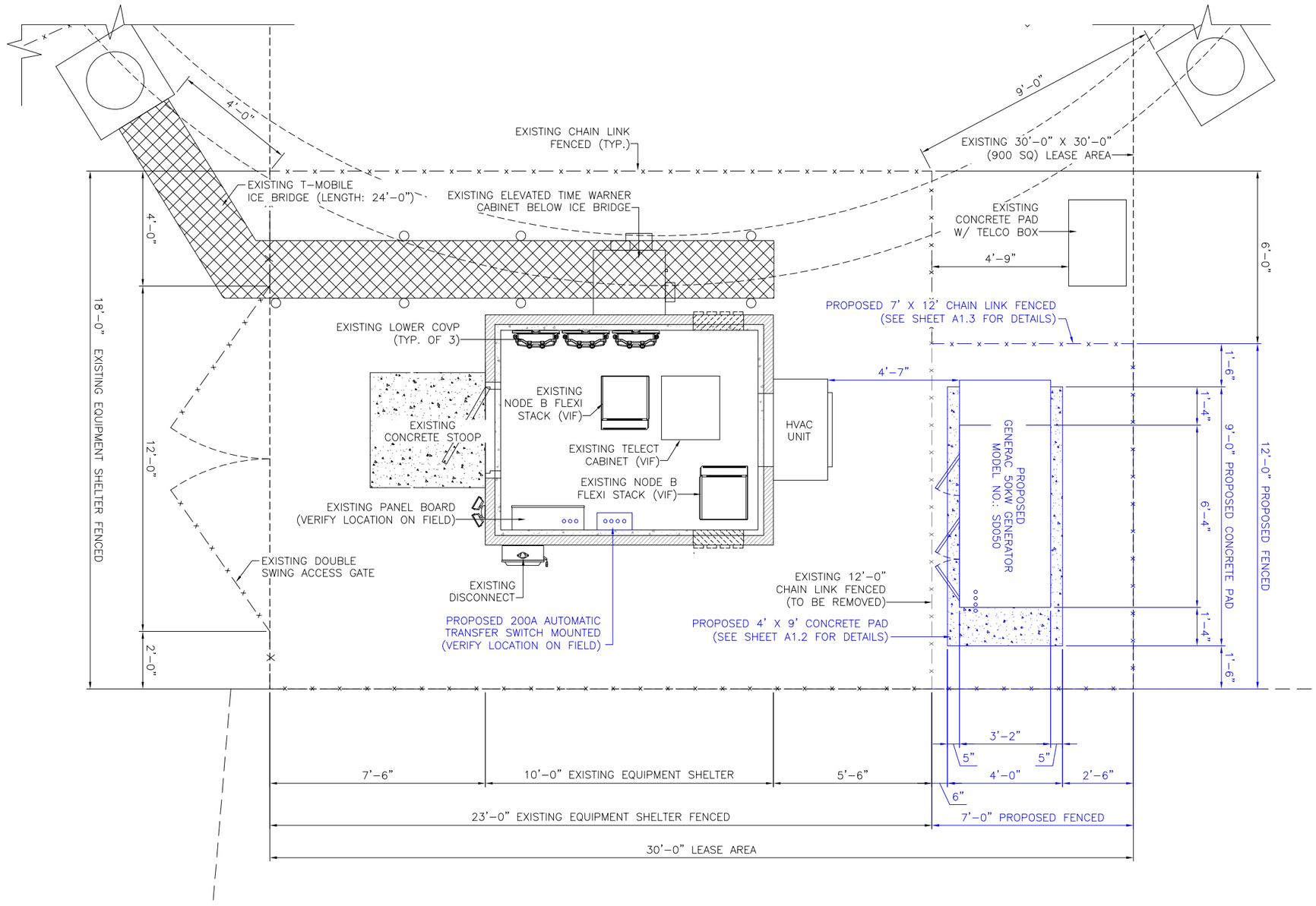
COMPOUND PLAN

SHEET NUMBER:

A1.0

NOTES:
1. SEE MANUFACTURER ANCHOR DETAILS FOR BOLT PLACEMENT AND SIZES.
2. ENSURE MINIMUM CLEARANCES AS REQUIRED BY MANUFACTURER.



TRUE NORTH

1 ENLARGED EQUIPMENT PLAN

FULL SIZE PLOT SCALE: 1" = 1'-0"
HALF SIZE PLOT SCALE: 1/2" = 1'-0"

0 1' 2'

PREPARED FOR:

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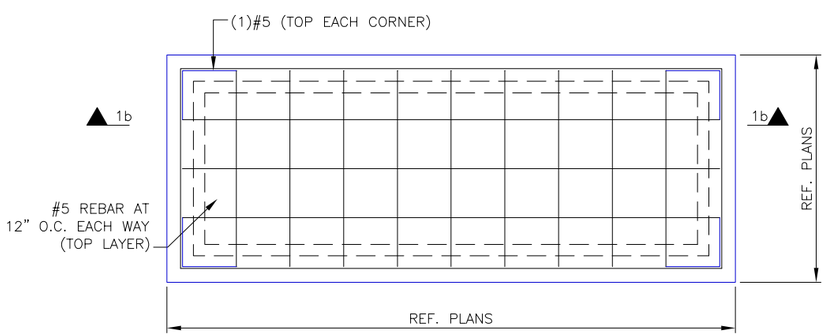
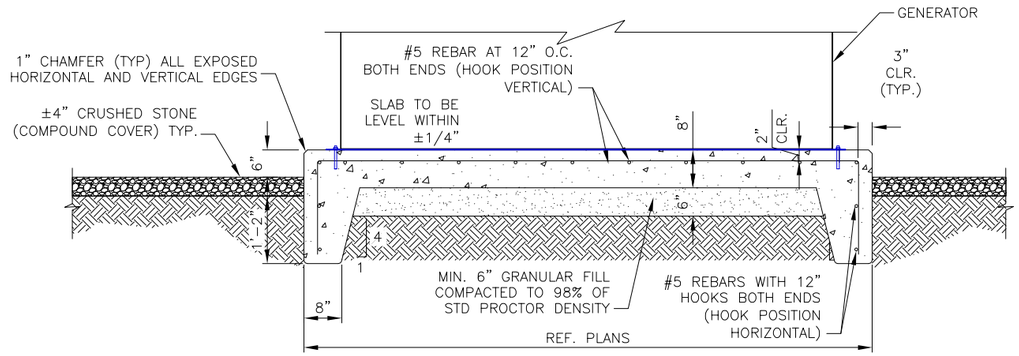
ENLARGED EQUIPMENT PLAN & DETAILS

SHEET NUMBER:

A1.1

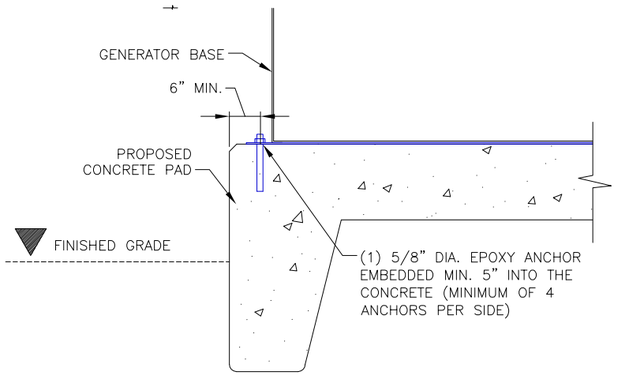
NOTE
1. MINIMUM CONCRETE COMP. STRENGTH @ 28 DAYS IS 3000 PSI
2. REBARS = DEFORMED FY=60000 PSI
3. POUR NEAT AGAINST EXCAVATION VIBRATE TO COMPACT
4. CURE CONCRETE PER GOVERNING CODES & STANDARDS





1 GENERATOR CONCRETE PAD DETAIL
SCALE: N.T.S.

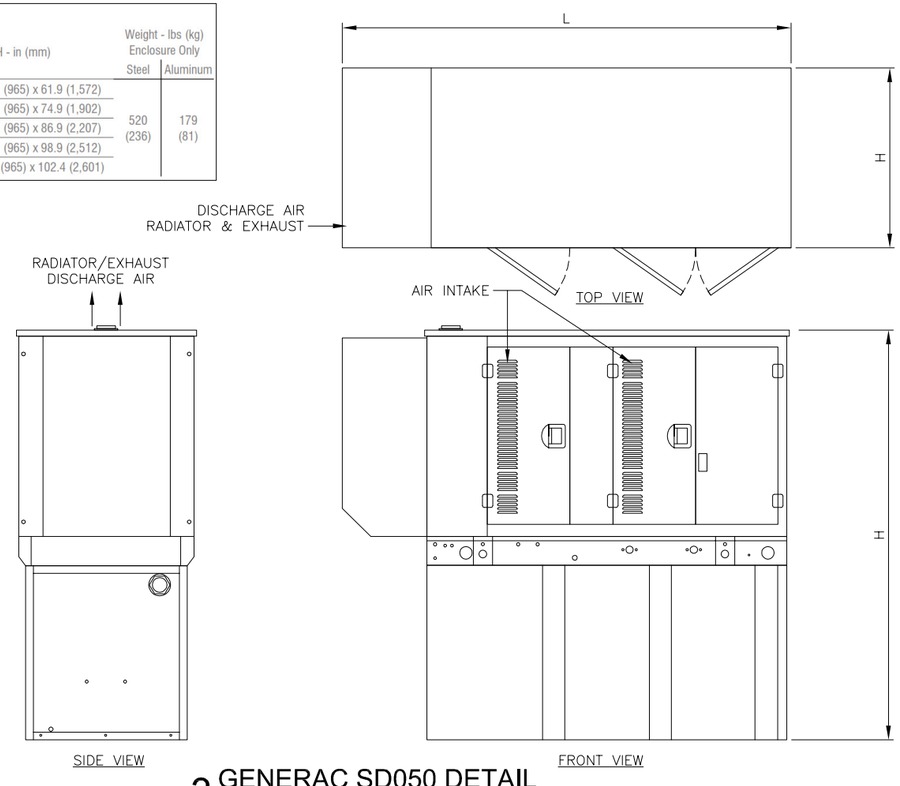
NOTES:
1) REFER TO GENERATOR MANUFACTURER DRAWINGS & SPECIFICATIONS FOR THE GENERATOR–BASE ANCHOR HOLE LOCATION, SIZE, AND INSTALLATION.



2 GENERATOR ANCHOR DETAIL
SCALE: N.T.S.

LEVEL 2 ACOUSTIC ENCLOSURE

Run Time - Hours	Usable Capacity - gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	-	94.8 (2,409) x 38.0 (965) x 61.9 (1,572)	520 (236)	179 (81)
12	54 (204.4)	94.8 (2,409) x 38.0 (965) x 74.9 (1,902)		
30	132 (499.7)	94.8 (2,409) x 38.0 (965) x 86.9 (2,207)		
49	211 (798.7)	94.8 (2,409) x 38.0 (965) x 98.9 (2,512)		
69	300 (1,135.6)	94.8 (2,409) x 38.0 (965) x 102.4 (2,601)		



3 GENERAC SD050 DETAIL
SCALE: N.T.S.

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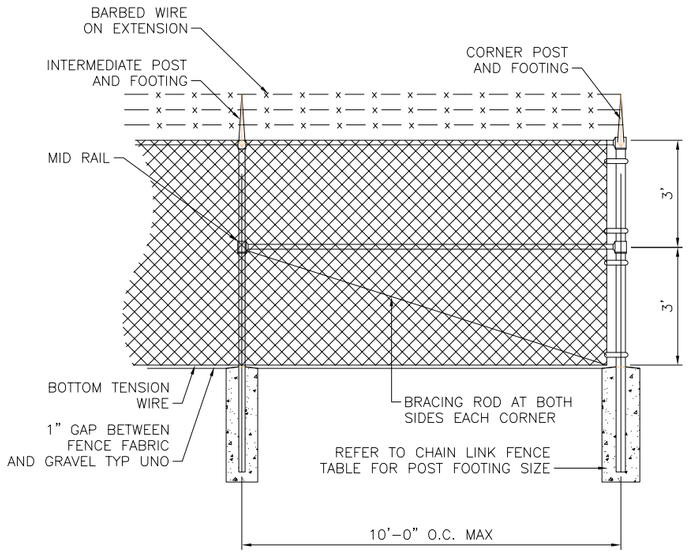
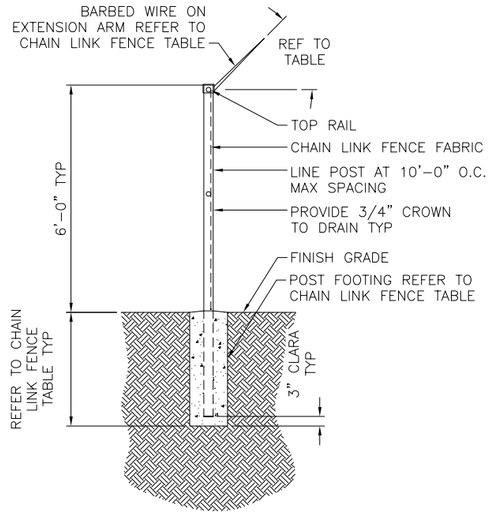
SHEET TITLE:
GENERATOR & CONCRETE PAD DETAILS

SHEET NUMBER:
A2.0

CHAIN LINK FENCE TABLE		
COMPONENT	DIMENSIONS	HARDWARE AND FEATURES
FENCE FABRIC	6' HIGH, 9 GA., 2"x2" ZINC COATED MESH	SELVEDGE TOP AND BOTTOM
BARBED WIRE	BARBED WIRE WITH FOUR (4) POINT BARBS	THREE (3) RUNS
EXTENSION ARM	STAMPED STEEL WITH MALLEABLE IRON BASE	45 DEGREE, ANGLE OUTWARD
END AND CORNER POSTS	3" STD. GA. (SCH 40) PIPE	36"x12" CONCRETE FOOTING
LINE POSTS	2" STD. GA. (SCH 40) PIPE	36"x10" CONCRETE FOOTING, REF NOTE 3
TOP RAILS	1 1/2" STD. GA. (SCH 40) PIPE	ATTACHED WITH PROPER FITTING
MID RAILS	1 1/2" STD. GA. (SCH 40) PIPE	ATTACHED WITH PROPER FITTING
BRACE RODS	3/8" CARBON STEEL	ATTACHED WITH PROPER FITTING
BOTTOM TENSION WIRE	7 GA. 1900 LB. TENSILE STRENGTH	ALL SIDES
TENSION BARS	3/16" x 3/4" FULL HEIGHT OF FABRIC	SPACE TENSION BANDS AT 15" +/- O.C.
TENSION WIRE	9 GA. ALUMINUM	12" O.C. FOR LINE POSTS AND GATES 24" O.C. FOR RAILS AND TENSION WIRES
POST CAPS	PER POST DIAMETER	ALL POSTS



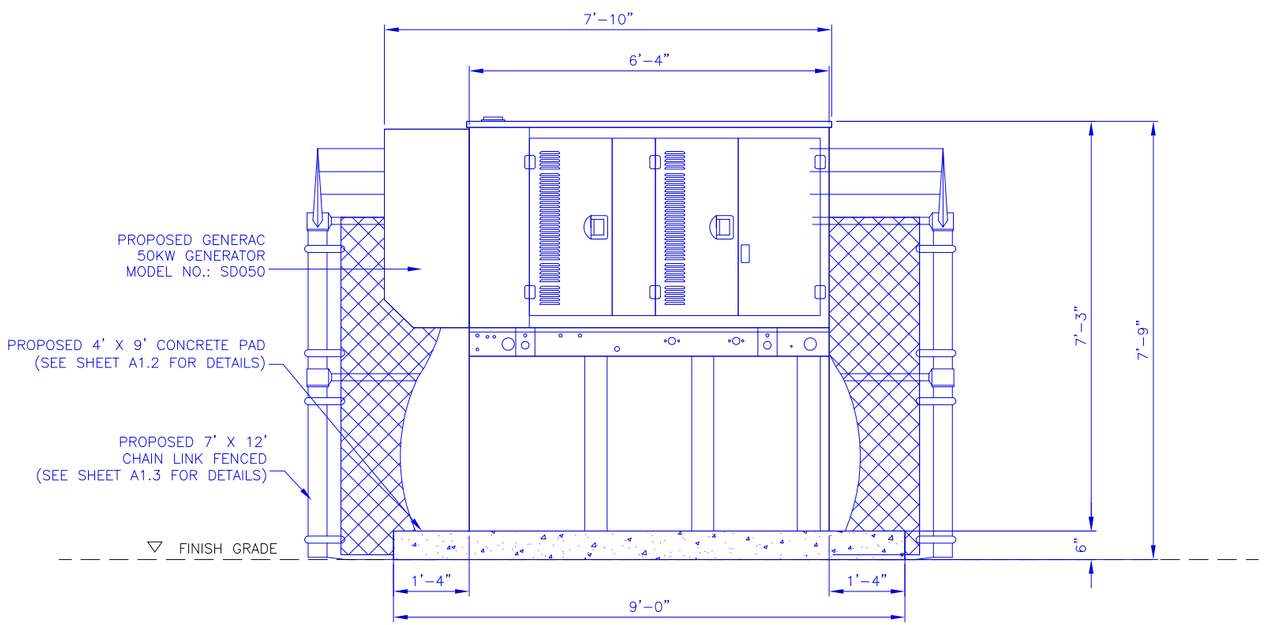
TYPICAL FENCE CORNER DETAIL



TYPICAL FENCE POST DETAIL

1 FENCE DETAILS

SCALE: N.T.S.



2 GENERATOR ELEVATION

SCALE: N.T.S.

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SHEET TITLE:

GENERATOR ELEVATION & FENCE DETAILS

SHEET NUMBER:

A2.1

- Standard time delay neutral will reduce switchover problems.
- Logic control with inphase monitor regulates switch functions and allows adjustable switch settings with LED indicators.
- Control switches located on the front of the door for ease of operation.
- All switches are UL 1008 listed and CSA certified.
- Electrically-operated, mechanically-held and interlocked main contacts with break before make design for fast, positive connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive with no derations.
- 2, 3, and 4 Pole 600 VAC contactors.
- 160 millisecond transfer time.

Standard Features

- Single coil design, electrically operated and mechanically held
- Programmable exerciser
- Main contacts are silver alloy to resist welding and sticking
- Conformal coating protects all printed circuit boards
- Indicating LED's for switch position—Normal, Emergency, and Standby Operating
- NEMA 1 enclosure with hinged door and key-locking handle
- Three-position switch—Fast Test, Auto, Normal Test
- Arc chutes on main contacts

Optional Accessories

- NEMA 12 enclosure
- NEMA 3R enclosure
- NEMA 4 & 4X enclosure
- Exterior AC meter package
- Controls accessible through door in door design on NEMA type 3R and 4 enclosures – key lock provided on access door
- 4-pole design for neutral isolation
- Single or double sets of auxiliary contacts
- Preferred source selector switch
- Manual 3 position selector switch
- Remote automatic control circuit
- Signal before transfer contacts
- Return to normal timer bypass

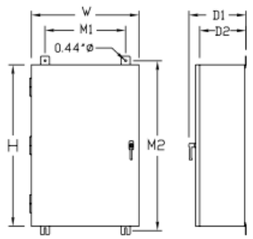
LOGIC CONTROL w / Inphase Monitor

Utility Voltage	
Dropout	75-95% (Adj.)
Pickup	85-95% (Adj.)
Line Interrupt	0.1-10 Sec. (Adj.)
Engine Minimum Run	5-30 Min. (Adj.)
Engine Warmup	5 Sec.-3 Min. (Adj.)
Return to Utility	1-30 Min. (Adj.)
Engine Cooldown	1-30 Min. (Adj.)
Standby Voltage	85-95% (Adj.)
Standby Frequency	80-90% (Adj.)
Time Delay Neutral	0.1-10 Sec. (Adj.)
Transfer on Exercise	On/Off Switch
Warmup Timer Bypass	On/Off Switch
Time Delay Neutral Bypass	On/Off Switch
Inphase Monitor	On/Off Switch

Withstand Current - 600 Volt GTS Series

GTS Rated Amps	100	150	200	300	400
FUSE PROTECTED					
Maximum RMS Symmetrical Fault Current – Amps	200,000	200,000	200,000	200,000	200,000
Maximum Fuse Size – Amps	200	400	400	600	600
Fuse Class	J,T	J,T	J,T	J,T	J,T
CIRCUIT BREAKER PROTECTED (See separate sheet for specific circuit breakers)					
Maximum RMS Symmetrical Fault Current – Amps	14,000	25,000	25,000	35,000	35,000
Protective Device Continuous Rating (Max) – Amps	150	300	300	600	600

- Tested in accordance with the withstand and closing requirements of UL 1008 and CSA Standards
- Current ratings are listed @ 480 VAC



Unit Dimensions

GTS Rated Amps	Voltage	Enclosure Height H	Enclosure Width W	Wall Mount Bolt Pattern M1	Wall Mount Bolt Pattern M2	Enclsoure Depth D1	Enclsoure Depth D2	Weight (lbs.)
100	All	36	24	18	37.5	12.7	10	180
150-200	120/240	36	24	18	37.5	12.7	10	185
150-200	120/208	36	24	18	37.5	12.7	10	185
150-200	277/480	48*	30*	24	49.5	14.8	12	265
150-200	600	48*	30*	24	49.5	14.8	12	265
300-400	120/240	36	24	18	37.5	12.7	10	245
300-400	120/208	36	24	18	37.5	12.7	10	245
300-400	277/480	48*	30*	24	49.5	14.8	12	325
300-400	600	48*	30*	24	49.5	14.8	12	325

* Note: On NEMA 1 enclosures only, door overlaps enclosure – door dimensions are 46.8 H X 30.8 W. All dimensions in inches.

Terminal Lug Wire Ranges

GTS RATED AMPS	CONTACTOR TERMINALS (1 LUG PER POLE) LUG WIRE RANGE	NEUTRAL BAR* # LUGS	NEUTRAL BAR* LUG WIRE RANGE	GROUND LUG (1 PROVIDED) LUG WIRE RANGE
100	2/0 – 14 AWG	4	2/0 – 14 AWG	2/0 – 14 AWG
150	400MCM – 4 AWG	4	350MCM – 6 AWG	350MCM – 6 AWG
200	400MCM – 4 AWG	4	350MCM – 6 AWG	350MCM – 6 AWG
300	600MCM – 4 AWG or 2 – [250MCM – 1/0 AWG]	4	600MCM – 4 AWG [250MCM – 1/0 AWG]**	350MCM – 6 AWG 350MCM – 6 AWG
400	600MCM – 4 AWG or 2 – [250MCM – 1/0 AWG]	4	600MCM – 4 AWG [250MCM – 1/0 AWG]**	350MCM – 6 AWG

* Not included in GTS with switched neutral. ** Allowable wire range in brackets is for 2 wires per lug.

1 AUTOMATIC TRANSFER SWITCH SPECIFICATION
SCALE: N.T.S.

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SHEET TITLE:
AUTOMATIC TRANSFER SWITCH SPECIFICATION

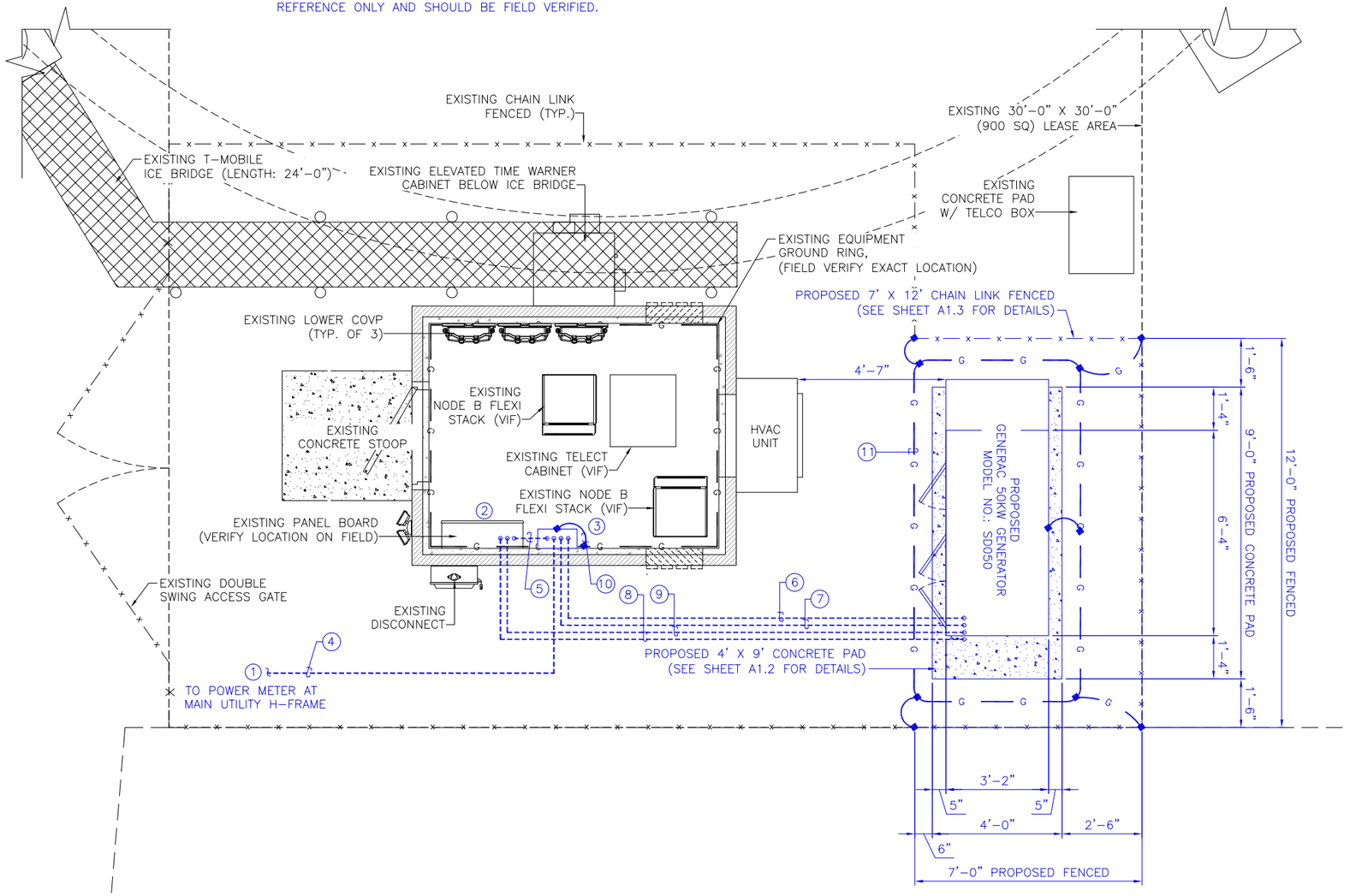
SHEET NUMBER:
A2.2

KEYED NOTES:

1. EXISTING T–MOBILE POWER METER
2. EXISTING T–MOBILE MAIN PANELBOARD
3. PROPOSED T–MOBILE AUTOMATIC TRANSFER SWITCH (VERIFY LOCATION ON FEILD)
4. PROPOSED 2" POWER CONDUIT FROM EXISTING METER/DISCONNECT TO PROPOSED ATS. INTERSECT EXISTING INCOMING POWER AS REQUIRED (APPROX. = ±65')
5. PROPOSED 2" POWER CONDUIT FROM PROPOSED ATS TO EXISTING MAIN PANELBOARD
6. PROPOSED 2" POWER CONDUIT FROM PROPOSED ATS TO PROPOSED GENERATOR (APPROX. =±20')
7. PROPOSED 1" REMOTE START WITH RELAY CONDUIT FROM PROPOSED ATS TO PROPOSED GENERATOR (APPROX. =±20')
8. PROPOSED 1" ALARM CONDUIT WITH CAT5 CABLE FROM EXISTING TELCO BOARD TO PROPOSED GENERATOR (APPROX. =±26')
9. PROPOSED 1" HEATER BLOCK AND BATTERY CHARGER CONDUIT FROM MAIN PANELBOARD TO PROPOSED GENERATOR (APPROX. =±26')
10. PROPOSED #2 AWG GROUND LEAD TO EXISTING EQUIPMENT GROUND RING (FIELD VERIFY LOCATION)
11. PROPOSED #2 AWG GROUND LEAD TO NEW EQUIPMENT GROUND RING (FIELD VERIFY LOCATION)

GENERAL NOTES:

1. CONDUIT LENGTHS AND ROUTES INDICATED ARE FOR GENERAL REFERENCE ONLY AND SHOULD BE FIELD VERIFIED.



TRUE NORTH

1 ELECTRICAL AND GROUNDING PLAN

FULL SIZE PLOT SCALE: 1" = 1'–0"
HALF SIZE PLOT SCALE: 1/2" = 1'–0"

0 1' 2'

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ELECTRICAL & GROUNDING PLAN

SHEET NUMBER:

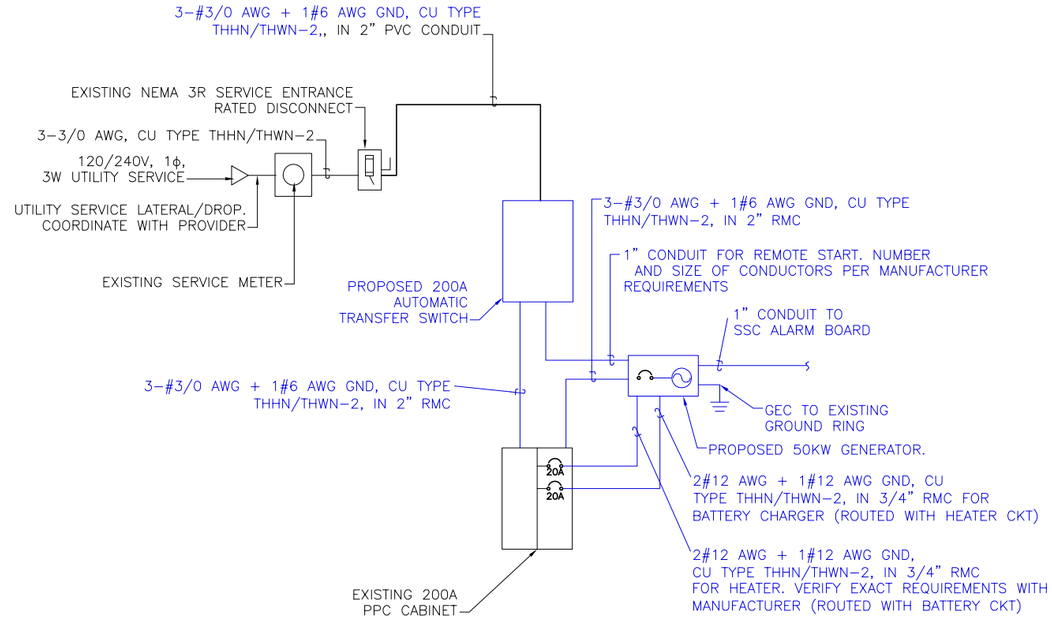
E1.0

ONE–LINE DIAGRAM GENERAL NOTES:

1. ELECTRICAL CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
2. ELECTRICAL SCOPE OF WORK IS INSTALLATION OF GENERATOR UNIT TO EXISTING ELECTRICAL SERVICE.
3. ALL CONDITIONS SHALL BE THHN/THWN–2 COPPER, UNLESS OTHERWISE NOTED.
4. ALL ELECTRICAL GEAR SHALL BE U.L. LISTED PER ITS INTENDED USAGE AND INSTALLATION LOCATION.
5. COORDINATE OUTAGES WITH LOCAL UTILITY AT LEASE THREE (3) DAYS IN ADVANCE.
6. COORDINATE OUTAGES WITH OWNER AT LEAST THREE (3) DAYS IN ADVANCE PRIOR TO SHUTDOWN.
7. NEW ELECTRICAL GEAR SHALL BE INSTALLED A MINIMUM 18" ABOVE B.F.E. 100 YEAR FLOOD PLAIN. NOTIFY PROJECT MANAGER OF ANY CONFLICTS PRIOR TO BEGINNING CONSTRUCTION AND INSTALLATION.

ELECTRICAL LOAD ANALYSIS SUMMARY:

NO INCREASE IN ELECTRICAL SERVICE OR GEAR IS REQUIRED AS A RESULT OF GENERATOR INSTALLATION.



1 ELECTRICAL ONE-LINE DIAGRAM
SCALE: N.T.S.

PREPARED FOR:

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ELECTRICAL ONE-LINE DIAGRAM

SHEET NUMBER:
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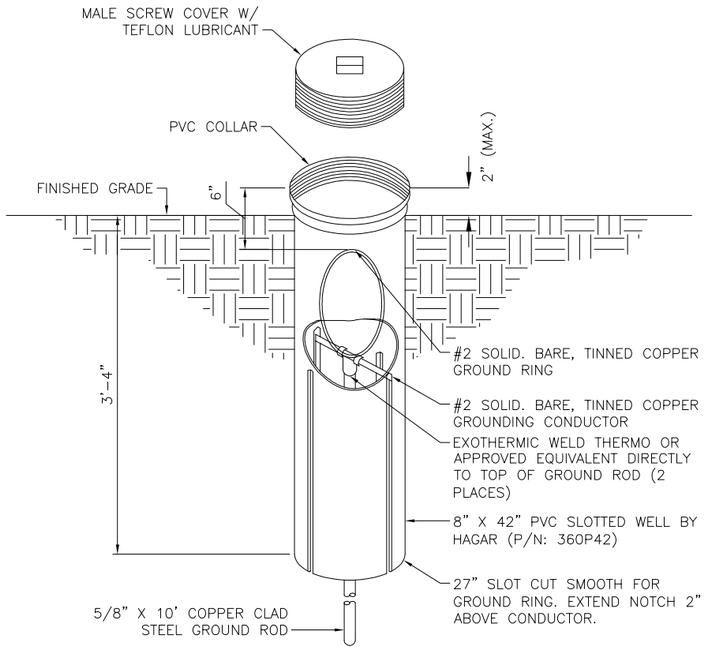
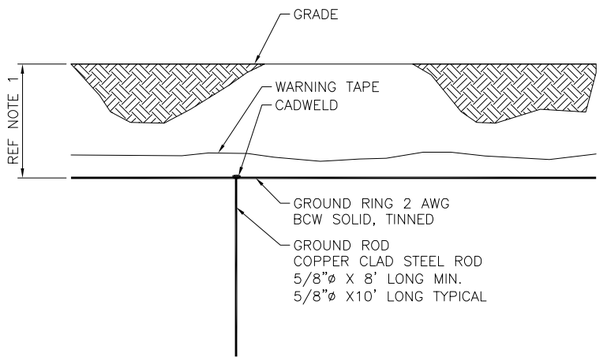


1 TYPICAL INSPECTION WELL DETAIL
SCALE: N.T.S.

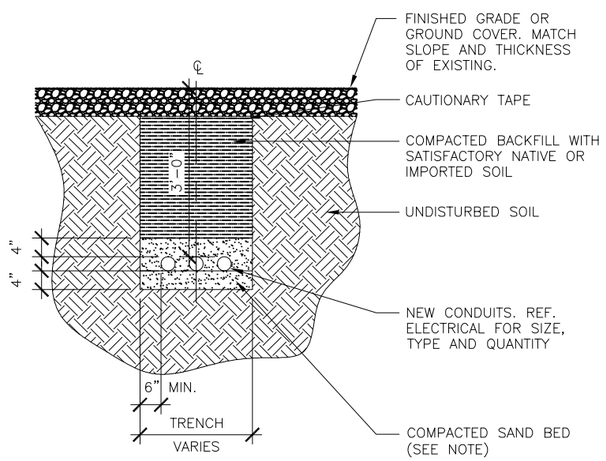


NOTE:

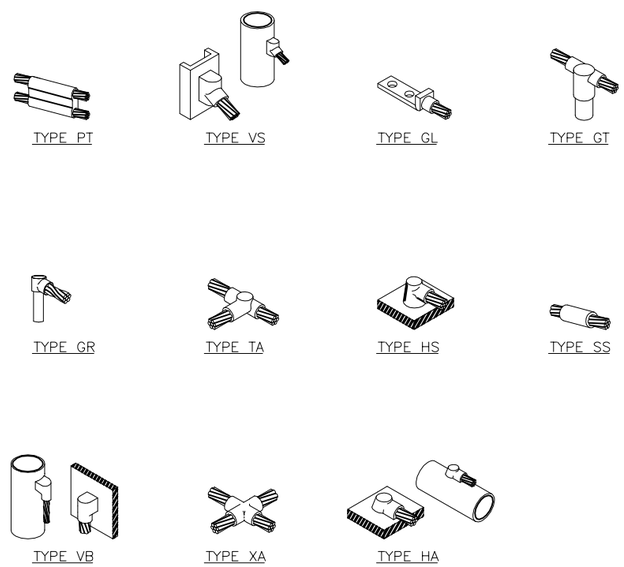
1. DEPTH SHALL BE MIN. 18" OR 6" BELOW THE FROST LINE, WHICHEVER IS GREATER

2. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL

3 TYPICAL GROUND ROD DETAIL
SCALE: N.T.S.



2 TYPICAL UTILITY TRENCH DETAIL
SCALE: N.T.S.



4 TYPICAL CADWELD CONNECTIONS
SCALE: N.T.S.

PREPARED FOR:

T-Mobile
Get More From Life

3801 S. CAPITAL OF TEXAS HWY.
AUSTIN, TX 78704

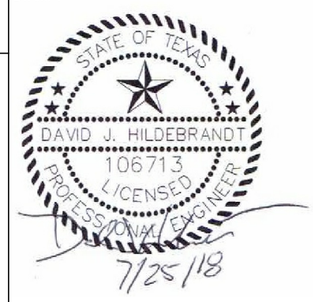
SITE NAME:

GAYLORD WT

SITE NUMBER:
CC01157A

SITE ADDRESS:
610 E. DEL MAR
LAREDO, TX 78041
WEBB COUNTY

STAMP:



LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	07/22/18

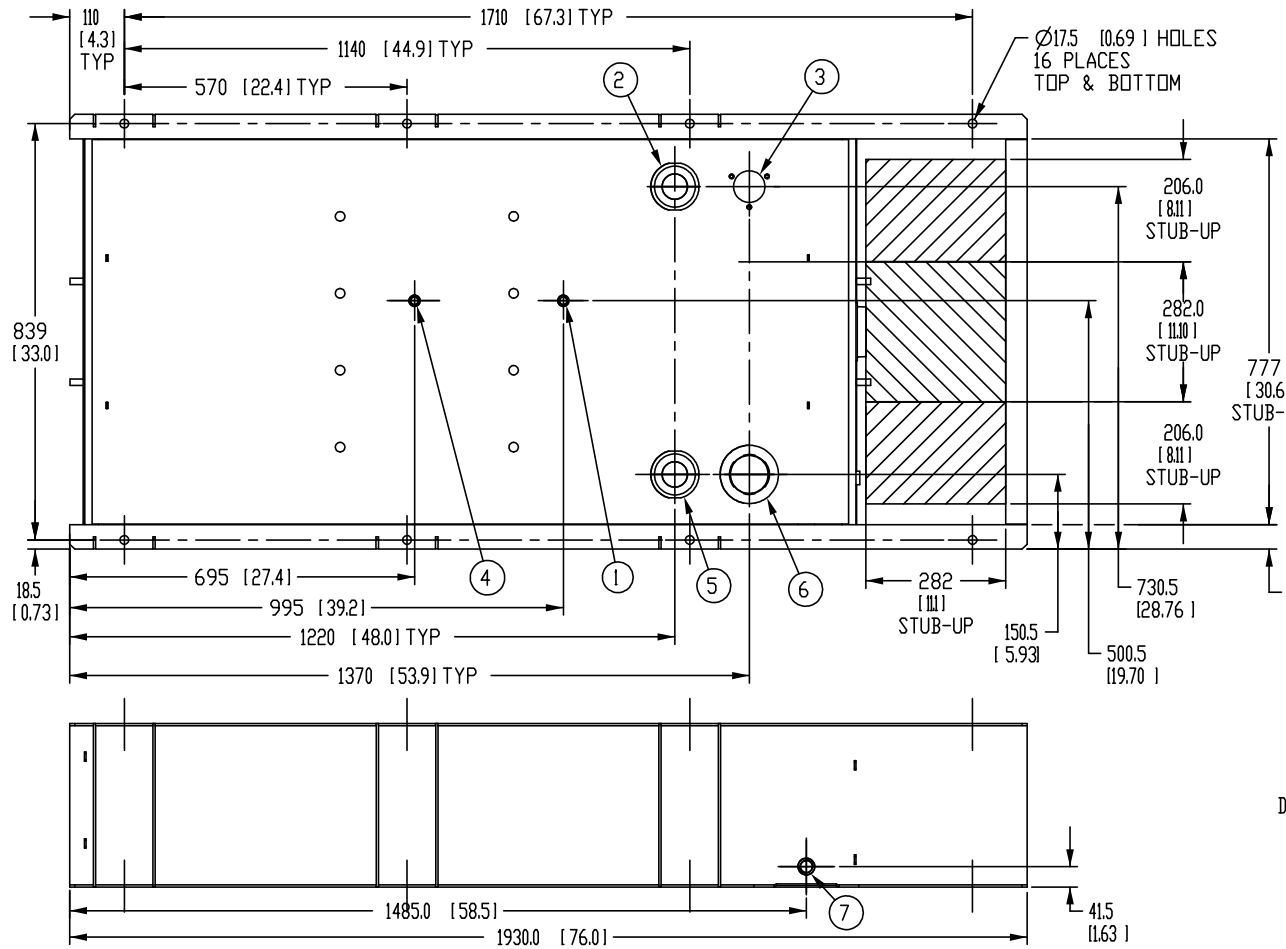
REVISION

NO	DESCRIPTION	BY	DATE
PCDO	ISSUED FOR REVIEW	LC	07/22/18
FCDO	ISSUED FOR CONSTRUCTION	DH	07/25/18

SHEET TITLE:

ELECTRICAL DETAILS

SHEET NUMBER:
E1.2



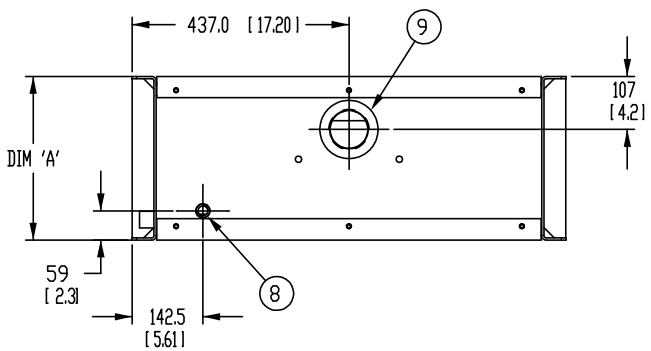
I/N	TANK FITTING	PROVIDING FUNCTION
1	3/8" NPT COUPLING	FUEL SUPPLY
2	2" NPT WELD FLANGE	FUEL FILL
3		ELEC. FUEL LEVEL
4	3/8" NPT COUPLING	FUEL RETURN
5	2" NPT WELD FLANGE	VENT
6	3" NPT WELD FLANGE	EMERGENCY VENT
7	3/4" NPT COUPLING	DRAIN
8	1/2" NPT HALF COUPLING	LEAK DETECTOR
9	3" NPT WELD FLANGE	OUTER TANK EMERGENCY VENT

CAPACITY SHOWN: LITER [GALLONS]
WEIGHT SHOWN: KILOGRAMS [POUNDS]
LENGTH SHOWN: MM [INCH]

UL #142 LISTED

LOW VOLTAGE STUB-UP

HIGH VOLTAGE STUB-UP



TANK P/N	0J18370ST03
DIM 'A'	330 [13]
TOTAL CAPACITY	227 [60]
USABLE CAPACITY	204 [54]
DRY WEIGHT	218 [480]

DRAWING CREATED FROM PRO/ENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

INSTALLATION DRAWING

GENERAC POWER SYSTEMS OWNS THE COPYRIGHT OF THIS DRAWING WHICH IS SUPPLIED IN CONFIDENCE AND MUST NOT BE USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS SUPPLIED WITHOUT THE EXPRESS WRITTEN CONSENT OF GENERAC POWER SYSTEMS. © GENERAC POWER SYSTEMS 2013

ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

TITLE
INSTALL A-GROUP BASETANKS

ISSUE DATE: 02/04/11

SIZE	CAGE NO	DWG NO	REV
B	N/A	0J4206	B

SCALE 0.100 | WT-KG 220.730 | SHEET 1 of 1

ORDINANCE 2019-O-_____

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO EXECUTE A FIRST AMENDMENT TO LEASE AGREEMENT ("LEASE") BY AN BETWEEN THE CITY OF LAREDO, A MUNICIPAL CORPORATION ("LANDLORD"), AND T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY ("T-MOBILE"), AS SUCCESSOR IN INTEREST TO COOK INLET/VOICESTREAM PCS, LLC., ("TENANT"), DATED MAY 1, 2000 AND ATTACHED HERETO; TO ALLOW LANDLORD TO MODIFY TENANT'S GROUND SPACE AT THE DEL MAR ELEVATED WATER STORAGE TANK ("WATER TOWER"), AS MORE FULLY DEPICTED ON THE ATTACHED EXHIBIT A-1, FOR THE INSTALLATION OF A GENERATOR AND TO INCREASE TENANT'S RENT BY $300.00 PER MONTH COMMENCING ON APRIL 15, 2019 AND SHALL THEREAFTER INCREASE IN ACCORDANCE WITH PARAGRAPH 3 (RENT) OF THE LEASE; ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

WHEREAS, Landlord and Tenant entered into a Ground Lease dated May 1, 2000, whereby Landlord leased to Tenant space on the top surface of the Del Mar Elevated Storage Water Tank 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.

WHEREAS, Tenant desires to amend the Lease to provide additional space for the installation of a generator. Landlord and Tenant agree and acknowledge that Exhibit "A" to the Lease shall be amended to include the location of the generator as described as described in Exhibit "A-1" attached hereto and made a part hereof.

WHEREAS, Landlord and Tenant agree and acknowledge that Lessee's rent shall increase by $300.00 per month n commencing on April 15, 2019 and shall thereafter increase in accordance with Paragraph 3 of the Lease; expiration date of the lease is April 30, 2020. Current rent is $11,348.00 due May 1, 2019. All other terms and conditions of the Lease remain in full force and effect.

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

Section 1. Authorizing the Co-Interim City Managers to execute a First Amendment to Lease ("Lease") by and between the City of Laredo, a municipal

corporation ("Lessor"), and T-Mobile West LLC, a Delaware limited liability company, as successor in interest to Cook Inlet/Voicestream PCS, LLC. ("T-Mobile") ("Tenant"), dated May 1, 2000 and attached hereto; to allow Landlord to modify Tenant's ground space at the Del Mar Elevated Water Storage Tank ("Water Tower"), as more fully depicted on the attached Exhibit A-1, for the installation of a generator and to increase Tenant's rent by $300.00 per month commencing on April 15, 2019 and shall thereafter increase in accordance with paragraph 3 (Rent) of the Lease; 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 April 2019.

BY: PETE SAENZ
MAYOR

ATTEST:

BY: JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
CITY ATTORNEY

BY: CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Rosario C. Cabello, Interim Co-City Manager

Staff Source: Homero Vazquez-Garcia, I.S.T. Director

SUBJECT

Authorizing the Co-Interim City Managers to grant a License Agreement by and between the City of Laredo, Texas, a municipal corporation and Bestel USA, Inc., a Nevada Corporation, dated February 4, 2019 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 566 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2019 and terminating at 12:00 pm February 3, 2024.
2. Annual duct fee shall be $32,577.89 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a nine dollar and 78/100 ($9.78) linear foot right-of-way fee, and will increase by five percent (5%) every year.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo and Bestel USA, Inc., entered into a five (5) year license agreement commencing November 4, 2002 and terminating November 3, 2007 for the use of one (1) innerduct in the Juarez Lincoln Bridge. The initial annual duct fee was $15,194.00 plus a $5.00 per linear foot right-of-way fee; with a five percent (5%) annual increase on the duct fee only. This license agreement has had two subsequent five (5) year renewals, with the most recent expiring February 4, 2019. The city will receive an annual duct fee of $32,577.89 and $9.78 per linear foot right-of-way fee; with a 5% annual increase on both the duct fee and the right-of-way fee. Bestel currently occupies 566 linear feet of right-of-way. Bestel has agreed to pay the greater of the amount established by this license agreement or that amount that Bestel, or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	101-0000-311-1060
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The city will receive an annual rent of $38,113.97 with a 5% increase on each anniversary of the commencement date. Rent will be credited to General Fund-Telecommunications License line item #101-0000-311-1060

Attachments

CC-Bestel

Bestel Agreement 2019

Schedule A

Ordinance Bestel

COUNCIL COMMUNICATION

DATE: 03-18-19	**SUBJECT: INTRODUCTORY READING** Authorizing the City Manager to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and Bestel USA, Inc., a Nevada Corporation, dated February 4, 2019 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 566 linear feet of right-of-way. 1. Term of the agreement shall be for five (5) years commencing at 12:00 am, February 4, 2019 and terminating at 12:00 pm February 3, 2024. 2. Annual duct fee shall be $32,577.89 and will increase by five percent (5%) every year the license is in place. In addition to the duct fee, Licensee shall pay a nine dollar and 78/100 ($9.78) linear foot right-of-way fee, and will increase by five percent (5%) every year.
INITIATED BY: Rosario C. Cabello, Interim Co-City Manager	**STAFF SOURCE:** Homero Vazquez-Garcia, I.S.T. Director
PREVIOUS COUNCIL ACTION:	
BACKGROUND: The City of Laredo and Bestel USA, Inc., entered into a five (5) year license agreement commencing November 4, 2002 and terminating November 3, 2007 for the use of one (1) innerduct in the Juarez Lincoln Bridge. The initial annual duct fee was $15,194.00 plus a $5.00 per linear foot right-of-way fee; with a five percent (5%) annual increase on the duct fee only. This license agreement has had two subsequent five (5) year renewals, with the most recent expiring February 4, 2019. The city will receive an annual duct fee of $32,577.89 and $9.78 per linear foot right-of-way fee; with a 5% annual increase on both the duct fee and the right-of-way fee. Bestel currently occupies 566 linear feet of right-of-way. Bestel has agreed to pay the greater of the amount established by this license agreement or that amount that Bestel, or a corporate affiliate, pays to any other entity to cross and international bridge located in the State of Texas.	
FINANCIAL IMPACT: The city will receive an annual rent of $38,113.97 with a 5% increase on each anniversary of the commencement date. Rent will be credited to General Fund-Telecommunications License line item #101-0000-311-1060	
COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:** Staff recommends approval.

LICENSE

1. THIS LICENSE, made this 4th day of February, 2019 by and between **THE CITY OF LAREDO, TEXAS**, a municipal corporation, hereinafter designated the "Licensor" and **BESTEL USA, INC.**, a Nevada Corporation, hereinafter designated the "Licensee," and collectively "Parties."

AGREEMENT

2. The Licensor, in consideration of the fees to be paid and the covenants and agreements to be performed by the Licensee, does hereby grant nonexclusive permission unto the Licensee to use the following described premises and property situated in the Juarez Lincoln Bridge "Bridge" and appurtenant buildings, passages and manholes owned by the Licensor between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America:

> One (1) innerduct in a shared duct system in the Juarez Lincoln Bridge infrastructure together with sufficient and suitable right of access thereto and sufficient and suitable space in various slicing chambers thereof; for the installation, maintenance, repair and operation of cables, not to exceed 6 inches in diameter therein; the location of said duct and other detail being set forth on the Diagram attached hereto as Schedule "A" forming a part hereof.

3. All Parties acknowledge that it shall be the Licensee's sole responsibility, and at Licensee's sole cost to independently secure any right of access required by the Licensee in, through or on the Mexico side of the Bridge and areas within the United States not specifically conferred in this License.

4. All Parties further acknowledge that this License is not a franchise pursuant to Texas Transportation Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Licensor.

TERM, RENT AND RENEWAL

5. Term: The term of the permission herein granted shall be for a period of five (5) years commencing at twelve (12:00 a.m.) on the 4th day of February, 2019 and ending eleven fifty-nine (11:59 p.m.) on the 3rd day of February, 2024. This license renews/extends that certain License Agreement between the Parties dated December 16, 2008.

6. Annual Fees: Licensee hereby covenants and agrees to pay in advance both (a) an annual fee per duct and (b) an annual right-of-way fee (collectively referred to as "Annual Fees"), upon execution of this instrument, and on the same date each succeeding year thereafter as set forth respectively in the table below.

(a) Licensee shall also include a certification with the payment that this amount is no lower than the fee it, or any of its subsidiaries, pays for the use of a single duct to cross any international bridge in the State of Texas.

(b) The Parties agree that the rights-of-way fee is based on a six dollar ($6.00) per linear foot rights-of-way fee that commenced in 2008 and has increased at the rate of five percent (5%) per year such that commencing in 2019 the rights-of-way fee is $9.78. The Parties further agree that the Licensee currently occupies five hundred sixty-six (566) linear feet.

(c) The Parties agree that unless prohibited by law, the linear rights-of-way foot fee and the Annual Fee per Duct shall increase by five percent (5%) every year this License is in effect in amounts as set forth and agreed to by the Parties in the Table below.

(d) Nothing in this License shall be read to prevent the Parties from expanding the number of ducts or linear feet of rights-of-way occupied by Licensee on comparable terms as agreed here.

Year of Term	Annual Fee Per Duct	Right-of-Way Fee	Total Fee
First	$32,577.89	566' @$ 9.78 = $5,535.48	$38,113.37
Second	$34,206.79	566' @$10.23 = $5,790.18	$39,996.97
Third	$35,917.13	566' @$10.78 = $6,101.48	$42,018.61
Fourth	$37,712.98	566' @$11.32 = $6,407.12	$44,120.10
Fifth	$39,598.63	566' @$11.89 = $6,729.74	$46,328.37

7. The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Licensor. Licensee further acknowledges its liability to pay any federal tax, state tax, or local tax which might be applicable and due including ad valorem taxes, municipal realty taxes or other rates and charges, if any, levied or imposed on or with respect to Licensee's use of said duct or any other facilities within Laredo.

8. The Licensee covenants and agrees that, without prejudice to any other remedy on behalf of the Licensor, interest on fees and other payments payable by or recoverable from the Licensee at the rate of fifteen percent (15%) per annum if such fees or other payments are not paid or made when due.

EARLY TERMINATION

9. It is further understood and agreed by and between the Parties hereto that the licenses and permissions herein granted may be terminated by either party upon six (6) months written notice to the other and the Licensee shall remove, at Licensee's expense, its cables and equipment prior to such termination date; provided that if the Licensee fails to remove the same aforesaid, the Licensor may remove such cables and equipment and the expense of such removal shall be paid by and recoverable from the Licensee forthwith on demand. In the event of any such early termination, the annual fee for the use of the duct and rights-of-way shall be prorated

accordingly, but only after any fees owed to Licensor for removal of Licensee's equipment have been deducted.

10. This License may be terminated by Licensee immediately upon given written notice to Licensor of:

(a) A required governmental certificate, permit, license or other approval being canceled; or

(b) Any other action that affects the continuance of the License, so long as such cancellation or action is not the result of any act or omission by Licensee;

(c) Licensor breaches a representation or warranty contained in this License; or

(d) Licensor fails to have proper ownership of the premises and/or authority to enter into this License.

11. It is further understood and agreed by and between the Parties hereto that if the Licensor or Licensee at any time exercises their power to:

(a) Terminate this agreement;

(b) Demand the removal of the Licensee's cables and equipment; or

(c) Revoke the permission granted herein, neither the Licensor nor Licensee shall be liable to pay compensation for any loss, costs or damages, other than the removal costs provided for above, which may be incurred by the Licensee or Licensor or any person make such claims under the License by reason of such termination, demand, or revocation.

12. If this License is terminated at a time other than on the last day of the term year, annual fees shall be prorated as of the date of termination and all prepaid annual fees shall be refunded to the Licensee if the termination is brought about by the actions of Licensor. If the termination is brought about by the Licensee, then such prepaid refund shall not apply. Furthermore, rent shall be owed until Licensee has removed all of its equipment from the bridge and rights-of-way.

HOLD OVER STATUS

13. It is agreed that in the event of the Licensee herein holding over after the termination of the Term of this Agreement, the License shall be deemed to be on a month-to-month basis in the absence of a written agreement to the contrary. The payments for such holdover status will be at rates that are equal to the last year of the agreement's term, increased by fifty percent (50%) for each year of the holdover. Either party, upon one-month prior written notice, may terminate the Agreement operating in a hold over status.

USE OF PREMISES

14. Licensee shall use the premises for any lawful purpose. Still, the Parties recognize that Licensee intends to employ the premises for the deployment of telecommunications cabling and must obtain Licensor permission before any other activity takes place. Such permission shall not be unreasonably withheld or delayed by Licensor.

15. Licensee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

REPAIR

16. It is understood and agreed that if the premises hereby licensed shall be damaged or destroyed in whole or in part during the term thereof, the Licensor will repair and restore the same to a good and useable condition with reasonable dispatch and that the fees herein provided for shall be abated entirely until the said premises have been so repaired and restored.

17. It is further understood and agreed that the Licensor will maintain and repair the premises hereby licensed at its own expense. This duty shall be and remain during the Term of this License to keep the premises in a safe, suitable and proper condition for receiving and carrying the Licensee's said cables and so as to permit the proper operation of such cables therein. Provided, however, that in the event of total or substantially total damage to or destruction of the Bridge in whole or in part, such that repairs may not be reasonable be effected within thirty (30) days thereof, either party may forthwith terminate this agreement upon written notice thereof, and paragraph 11 (Early Termination) hereof shall apply. In case Licensor does not repair the premises in such 30 days term, Licensee will be entitled to stop paying the annual fees until the reparation is made by Licensor or at its option terminate this agreement with no responsibility.

LIMITATION OF LIABILITY

18. The Licensor shall not be responsible or liable to the Licensee for any loss or damage to persons or property that may be occasioned by or through the acts or omissions of persons occupying adjoining ducts. Nor shall the Licensor be responsible or liable to the Licensee or its agents or employees for any loss or damage unless such loss or damage shall be caused by willful and intentional act or negligence of the Licensor or its agents or employees. The Licensor shall not be responsible or liable for any loss or damage to persons or property occasioned by the negligence of the Licensee or its agents or employees, the Licensee hereby agrees to accept full responsibility therefore and to indemnify Licensor as provided below against any claims that might arise from such actions.

19. Damage to or destruction of Licensee's property shall not be made responsibility of Licensor, its agents, contractors, officers or employees.

20. In the event that a third party damages, by any means, the property of the Licensee, the Parties agree that the Licensor shall provide to the Licensee, upon written request,

any relevant documentation or data in its possession, which is publicly available and necessary for the Licensee to legally proceed against such third party.

SUBLICENSE

21. Licensee may sublicense the inner duct only upon approval of the Licensor, and all Parties acknowledge such sublicense will result in an increase in the base annual fees. Any unauthorized sublicense, at the Licensor's discretion, will result in immediate termination, resulting in the forfeiture of any prepaid annual fees and subject Licensee to any other legal avenues, including criminal and civil actions for trespass. All such sublicenses shall contain a clause obligating Licensee to pay Licensor fifty percent (50%) of any fees or rent billed to sublicensee by Licensee, regardless of any deficiencies in the collection of such charges.

(a) By executing this renewal, Licensee warrants that no other party currently occupies the inner duct that is the subject of this license. Breach of this representation subjects Licensee to immediate termination and a penalty in the amount equivalent to the total fees owed for the five years of this Agreement.

OPERATIONAL RIGHTS

22. Subject to the approval of the Licensor, which approval shall not be unreasonably withheld or delayed, Licensee and its employees, servants, agents and contractors shall have the right of ingress and egress without charge to the said bridge and appurtenant buildings and premises at any hour of any day for the purpose of maintenance, repair and installation of Licensee's property.

RELEASE/INSURANCE/INDEMNIFICATION

23. It is further understood and agreed by and between the Parties that by the execution of this agreement, the Licensee does hereby expressly and completely hold harmless, indemnify and release the Licensor from any and all liabilities, suits, claims and demand (whether for property damage or for personal injury or death and whether founded in tort, contract or quasi-contract) which at any time might be exerted by the Licensee arising out of the existence, use, repair, maintenance or removal of its cables, provided that any such liability, suit, claim or demand does not arise wholly from the Licensor's negligence.

24. The Licensee further covenants and agrees to indemnify and save harmless Licensor from and against all loss, costs or damages which the Licensor may suffer or be put to and from against all claims or actions which may be made or brought against the Licensor by reason of said cables, their construction, existence, repair or maintenance or resulting therefrom in any way whatsoever, provided that any such loss, costs, damages, claims or actions do not arise wholly from the Licensor's negligence.

25. Licensee and its contractors shall produce where applicable, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that Licensee has obtained all insurances required by law, but at no time to be in amounts less than those outlined below:

(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 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.

(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) Builders Risk coverage as follows:

(1) 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.

(2) 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. The deductible shall not exceed $5,000.

26. With reference to the foregoing insurance requirement, Lessee shall specifically endorse applicable insurance policies as follows:

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

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of The City of Laredo shall be contained in the Workers Compensation, Builders Risk, and all liability policies.

(d) All insurance policies shall be endorsed to require the insurer to immediate notify The City of Laredo of any material change in the insurance coverage.

(e) 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.

(f) 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.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Licensee may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

(i) Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

27. 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:

(a) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

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

28. Upon request, Licensee shall furnish The City of Laredo with certified copies of all insurance policies.

COMPLIANCE WITH LAW

29. Licensee acknowledges that it shall be the Licensee's sole responsibility and at Licensee's sole cost to apply for and obtain any permit, authorization, or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over the Licensee or relating to Licensee's operations and occupation in, on, to or through said Bridge.

HAZARDOUS SUBSTANCE INDEMNIFICATION

30. Licensee warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and that it will not store or dispose on the Premises, nor transport to or over the Premises, any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or substance, or other similar term by any federal, state or local environmental law, rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

INSPECTION

31. Notwithstanding any provision of this License to the contrary, in the event of an emergency Licensor retains the right to enter upon the licensed property, at any time and without notice to Licensee, and assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof, whenever such removal is deemed necessary by Licensor for (a) exercising Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property. At all other times, Licensor shall provide forty-eight (48) hours' notice of such an inspection.

DEFAULT AND CURE

32. The following shall be events of default:

(a) Licensee fails to make any payment or provision of Annual Fees or any other sums to Licensor when due, and does not cure such default within thirty (30) days after written notice from Licensor;

(b) Licensee fails to meet or perform any other covenant or condition of this License and does not cure such other default within thirty (30) days after written notice from Licensor specifying the default complained of;

(c) Licensee abandons or vacates the Premises without paying annual fees;

(d) Licensee is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

33. If a non-monetary default may not reasonably be cured within a 30 day period, this License may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

34. In the event of a default, Licensor shall have the right, at its option, in addition to and not exclusive of any other remedy Licensor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

(a) Declare this License at an end, in which event Licensee shall immediately pay Licensor a sum of money equal to the total of:

(1) The amount of the unpaid annual fees accrued through the date of termination;

(2) The amount by which the unpaid annual fees reserved for the balance of the term exceeds the amount of such rental loss that the Licensee proves could reasonably avoided (net of the reasonable costs of such reletting); and

(3) Any other reasonable amount necessary to compensate Licensor for all detriment proximately caused by Licensee's failure to perform its obligations under the

License; provided, however, nothing contained herein shall in any way limit Licensor's duty to mitigate its damages, or

(b) Without terminating this License, re-license the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as Licensor may deem advisable, and any monies received from such re-licensing shall be applied first to the expenses of such re-licensing and collection, including reasonable attorneys' fees, any commissions paid, and thereafter toward payment of all sums due or to become due Licensor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Licensor any deficiency monthly, notwithstanding that, Licensor may have received rental in excess of the annual fees stipulated in this License in previous or subsequent months, and Licensor may bring an action therefor as such monthly deficiency shall arise.

35. No re-entry and taking of possession of the Premises by Licensor shall be construed as an election on Licensor's part to terminate this License, unless written notice of such intention is given to Licensee by Licensor. Notwithstanding any re-licensing without termination, Licensor may at any time thereafter elect to terminate this License for such pervious breach.

SUCCESSOR, ASSIGNS AND MISCELLANEOUS

36. It is further understood and agreed by and between the Parties hereto that this agreement shall be binding upon and enures to the benefit of the Parties hereto and their respective successors and permitted assigns (it being acknowledged that the Licensor may not arbitrarily withhold its consent to any sublicensing or assignment of the permission granted herein), that this License consists of and incorporates the main body and the attached Schedule "A" and that words importing the masculine gender and the plural, as the case may be, and vice versa, respectively.

NOTICES

37. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Licensor: City of Laredo
1110 Houston
Laredo, Texas 78040
Attn: City Attorney and
Telecommunications Director

With a copy to: Gerard Lavery Lederer
Best Best & Krieger
2000 Pennsylvania Avenue N.W.
Suite 5300
Washington, DC 20006

If to Licensee: Fernando Krasovsky
Bestel (USA) Inc.
520 Iturbide
Laredo, Texas 78040

With a copy to: Bestel (USA) Inc.
2323 Bryan St
Suite 2040
Dallas, TX 75201

AUDIT AUTHORITY

38. Licensee shall be responsible for providing to Licensor all records necessary to confirm the accurate payment of rent due under the License.

39. Licensor shall have the right to inspect and copy Licensee's records, whether the records are held by the Licensee, an Affiliate, or any other entity that collects or receives funds related to the Licensee's operations governed by this License.

40. Licensor shall have the right to recompute any amounts determined to be payable under this License.

41. Licensor's audit expenses shall be borne by the Licensor unless the audit discloses an underpayment of more than five percent (5%). In the event the underpayment is greater than five percent (5%), the costs of the audit shall be borne by Licensee. Any additional amounts and audit expenses due to Licensor as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee of the underpayment, which notice shall include a copy of the audit report.

PRIORITY USE

42. This License is made expressly subject and subordinate to the present and future right of the Licensor, its successors, assign, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities or facilities, franchised public utilities, roads or streets, on, beneath or above the surface of the licensed property described in Schedule "A" provided, however, that Licensor shall endeavor to ensure that such improvements do not interfere with or destroy Licensee's use of the licensed property.

43. Nothing in this License shall be construed to limit, in any way, the power of the Licensor to widen, alter, or improve the licensed property subject to this License, pursuant to official action by the governing body of the City of Laredo, or its successors. Other than in the case of an emergency, Licensor shall provide Licensee a thirty (30) day notice of any construction activities that adversely impact Licensee's facilities.

(a) Licensor agrees, but not at the expense of Licensor, to cooperate with the Licensee, in effecting such widening, alteration or improvement of the licensed property

so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

SIGNATURES CONTINUE ON NEXT PAGES.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSOR:

THE CITY OF LAREDO, TEXAS, USA

_____
By: Rosario Camarillo-Cabello
INTERIM CO-CITY MANAGER

_____
By: Robert A. Eads
INTERIM CO-CITY MANAGER

ATTEST:

_____
By Jose A. Valdez, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Kristina L. Hale
CITY ATTORNEY

_____
By: Cristian Rosas-Grillet
ASSISTANT CITY ATTORNEY

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSEE:

BESTEL USA, INC., a Nevada Corporation

_____

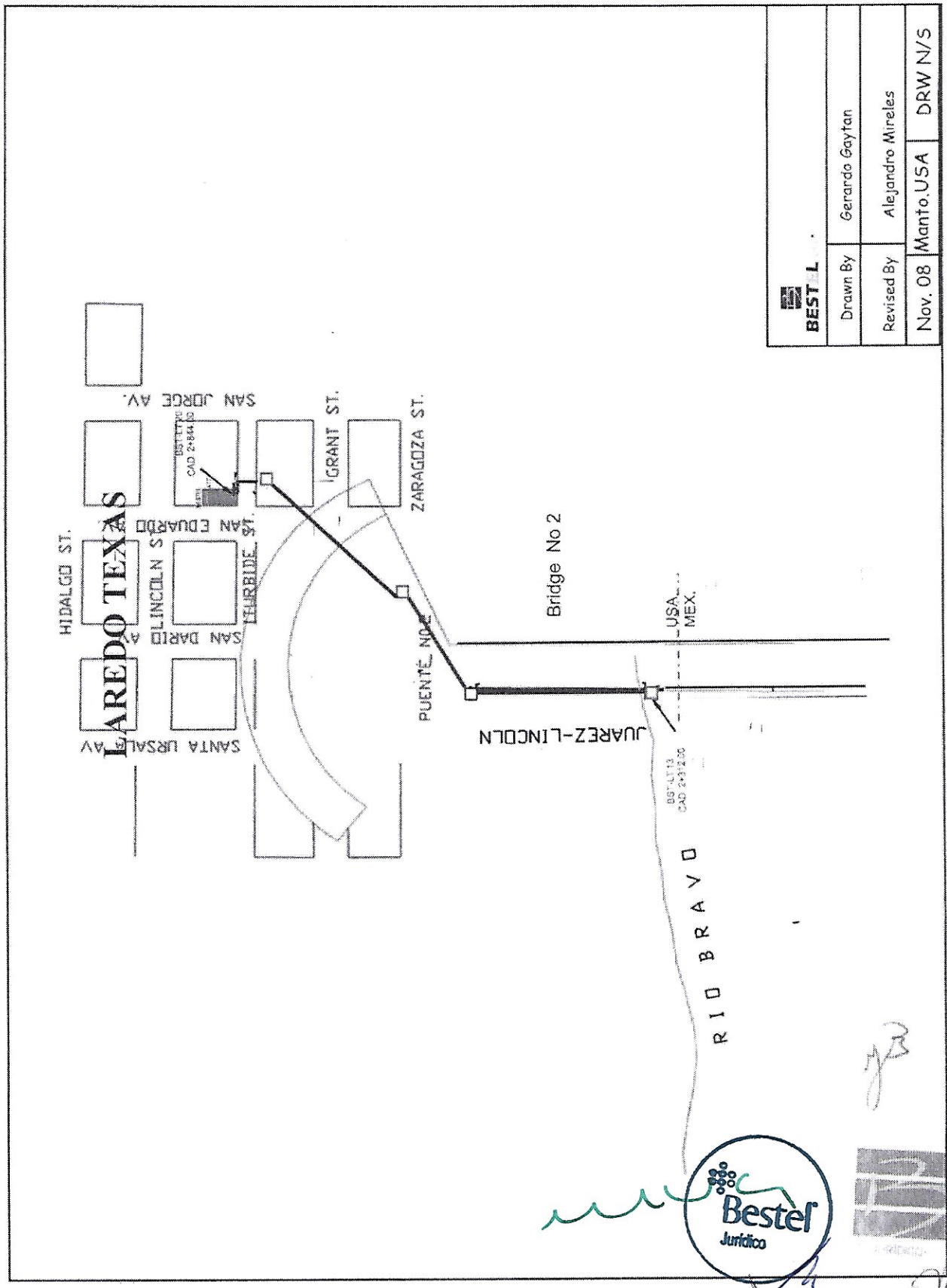
BY: Julio Barba Hurtado
LEGAL REPRESENTATIVE

_____

BY: Jorge Agustin Lutteroth
LEGAL REPRESENTATIVE

SCHEDULE A

SCHEDULE A


BESTEL
Drawn By
Gerardo Gaytan
Revised By
Alejandro Mireles
Nov. 08
Manto.USA
DRW N/S
LAREDO TEXAS
SAN JORGE AV.
GRANT ST.
ZARAGOZA ST.
HIDALGO ST.
SAN EDUARDO AV.
LINCOLN ST.
SAN DARIO AV.
TEURBIDE ST.
SANTA URSALA AV
PUENTE NUE
Bridge No 2
USA
MEX.
JUAREZ-LINCOLN
RIO BRAVO
Bestel
Juridico

ORDINANCE NO 2019-O-____

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO GRANT A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF LAREDO, TEXAS, A MUNICIPAL CORPORATION AND BESTEL USA, INC., A NEVADA CORPORATION, FOR THE USE OF ONE (1) INNERDUCT IN THE JUAREZ LINCOLN BRIDGE AND 566 LINEAR FEET OF RIGHT-OF-WAY.

1. **TERM OF THE LICENSE AGREEMENT SHALL BE FOR FIVE (5) YEARS COMMENCING AT 12:00 AM, FEBRUARY 4, 2019 AND TERMINATING AT 12:00 PM, FEBRUARY 3, 2024.**
2. **ANNUAL DUCT FEE SHALL BE $32,577.89 AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR THE LICENSE IS IN PLACE. IN ADDITION TO THE DUCT FEE, LICENSEE SHALL PAY A NINE DOLLAR AND 78/100 ($9.78) LINEAR FOOT RIGHT-OF-WAY FEE, AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR.**

WHEREAS, staff recommends that the City council approve the License Agreement by and between the City of Laredo, Texas, a municipal corporation and Bestel USA, Inc., a Nevada Corporation, dated February 4, 2019 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 566 linear feet of right-of-way;

WHEREAS, Bestel USA, Inc. has agreed to pay the greater of the amount established by this license agreement or that amount that Bestel USA, Inc., or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas; and

WHEREAS, staff 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. The Co-Interim City Managers are hereby authorized to grant a License Agreement by and between the City of Laredo, Texas, a municipal corporation and Bestel USA, Inc., a Nevada Corporation, dated February 4, 2019 for the use of one (1) innerduct in the Juarez Lincoln Bridge and 566 linear feet of right-of-way, a copy of

which is attached hereto as Exhibit "A" and incorporated herein as if set out at length for all intents and purposes.

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 April 2019.

_____
By: Pete Saenz
Mayor

ATTEST:

_____
By: Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

_____
By: Cristian Rosas-Grillet
Assistant City Attorney

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario C. Cabello, Interim Co-City Manager

Staff Source: Homero Vasquez-Garcia, I.S.T. Director

SUBJECT

Authorizing the Co-Interim City Managers to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and Axtel, S.A.B de C.V., formerly known as Alestra S. de R.L. de C.V., a Mexican Corporation dated April 8, 2019 for the use of one (1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge and 519 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 am, April 8, 2019 and terminating at 12:00 pm April 7, 2024.
2. Annual fee shall be $27,691.21 and will increase by five percent (5%) every year the license is in place. In addition to the fee, Licensee shall pay a nine dollar and 76/100 ($9.76) linear foot right-of-way fee, and will increase by five percent (5%) every year.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo and Alestra S. de R.L. de C.V, a Mexican Corporation, entered into a five (5) year license agreement commencing January 13, 2003 and terminating January 12, 2008 for the use of one (1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge. The initial annual fee was $7,600.00 plus a $5.00 per linear foot right-of-way fee; with a five percent (5%) annual increase on the license fee only. This license agreement has had two subsequent five (5) year renewals, with the most recent expiring April 7, 2019. Alestra on May 1, 2017 changed its corporate name to Axtel, S.A.B. de C.V. The city will receive an annual fee of $27,791.21 and $9.76 per linear foot right-of-way-fee plus a 5% annual increase on both the fee and the right-of-way fee. Axtel currently occupies 519 linear feet of right-of-way. Axtel has agreed to pay the greater of the amount established by this license agreement or that amount that Axtel, or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	101-0000-311-1060
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Rent will be credited to General Fund - Telecommunications License line itm # 101-0000-311-1060.

Attachments

CC-Axtel/Alestra
License Agreement
Axtel/Alestra Ordinance

COUNCIL COMMUNICATION

DATE: **03-18-19**	**SUBJECT: INTRODUCTORY ORDINANCE** **Authorizing the City Manager to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and Axtel, S.A.B de C.V., formerly known as Alestra S. de R.L. de C.V., a Mexican Corporation dated April 8, 2019 for the use of one (1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge and 519 linear feet of right-of-way.** **1. Term of the agreement shall be for five (5) years commencing at 12:00 am, April 8, 2019 and terminating at 12:00 pm April 7, 2024.** **2. Annual fee shall be $27,691.21 and will increase by five percent (5%) every year the license is in place. In addition to the fee, Licensee shall pay a nine dollar and 76/100 ($9.76) linear foot right-of-way fee, and will increase by five percent (5%) every year.**
INITIATED BY: **Rosario C. Cabello,** **Interim Co-City Manager**	**STAFF SOURCE:** **Homero Vazquez-Garcia,** **I.S.T. Director**
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: **The City of Laredo and Alestra S. de R.L. de C.V, a Mexican Corporation, entered into a five (5) year license agreement commencing January 13, 2003 and terminating January 12, 2008 for the use of one (1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge. The initial annual fee was $7,600.00 plus a $5.00 per linear foot right-of-way fee; with a five percent (5%) annual increase on the fee only. This license agreement has had two subsequent five (5) year renewals, with the most recent expiring March 7, 2019. Alestra on May 1, 2017 changed its corporate name to Axtel, S.A.B. de C.V. The city will receive an annual fee of $27,791.21 and $9.76 per linear foot right-of-way-fee plus a 5% annual increase on both the fee and the right-of-way fee. Axtel currently occupies 519 linear feet of right-of-way. Axtel has agreed to pay the greater of the amount established by this license agreement or that amount that Axtel, or a corporate affiliate, pays to any other entity to cross and international bridge located in the State of Texas.**	
FINANCIAL IMPACT: The city will receive an annual rent of $32,756.65 with a 5% increase on each anniversary of the commencement date. Rent will be credited to General Fund-Telecommunications License line item #101-0000-311-1060	
COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:** **Staff recommends approval.**

LICENSE

THIS LICENSE, made this 8th day of April, 2019 by and between **THE CITY OF LAREDO, TEXAS**, a municipal corporation, hereinafter designated the "Licensor" and **Axtel, S.A.B. de C.V.** formerly known as **ALESTRA S. DE R.L. DE C.V., A MEXICAN CORPORATION** hereinafter designated the "Licensee," and collectively "Parties."

AGREEMENT

1. The Licensor, in consideration of the fees to be paid and the covenants and agreements to be performed by the Licensee, does hereby grant nonexclusive permission unto the Licensee to use the following described premises and property situated in the Juarez Lincoln Bridge "Bridge" and appurtenant buildings, passages and manholes owned by the Licensor between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America:

> One (1) fiber/cable tray ("Tray") affixed beneath Bridge on the east side together with sufficient and suitable right of access thereto and sufficient and suitable space in various slicing chambers thereof; for the installation, maintenance, repair and operation of cables, not to exceed 6 inches in diameter thereon; the location of said Tray and other detail being set forth on the Diagram attached hereto as Schedule "A" forming a part hereof.

2. All Parties acknowledge that it shall be the Licensee's sole responsibility, and at Licensee's sole cost to independently secure any right of access required by the Licensee in, through or on the Mexico side of the Bridge and areas within the United States not specifically conferred in this License.

3. All Parties further acknowledge that this License is not a franchise pursuant to Texas Transportation Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Licensor.

TERM, RENT AND RENEWAL

4. Term: The term of the permission herein granted shall be for a period of five (5) years commencing at twelve (12:00 a.m.) on the 8th day of April, 2019 and ending eleven fifty-nine (11:59 p.m.) on the 7th day of April, 2024.

5. Annual Fees: Licensee hereby covenants and agrees to pay in advance both (a) an annual fee per duct and (b) an annual right-of-way fee (collectively referred to as "Annual Fees"), upon execution of this instrument, and on the same date each succeeding year thereafter as set forth respectively in the table below.

> (a) Licensee shall also include a certification with the payment that this amount is no lower than the fee it, or any of its subsidiaries, pays for the use of a single duct to cross any international bridge in the State of Texas.

(b) The Parties agree that the rights-of-way fee is based on a six dollar ($6.00) a linear foot rights-of-way fee that commenced in 2008 and has increased five percent (5%) per year such that commencing in 2019 the rights-of-way fee is $9.76. The Parties further agree that the Licensee currently occupies five hundred and nineteen (519) linear feet.

(c) The Parties agree that unless prohibited by law, the linear rights-of-way foot fee and the Annual Fee per Duct shall increase by five percent (5%) every year this License is in effect in amounts as set forth and agreed to by the Parties in the Table below.

(d) Nothing in this License shall be read to prevent the Parties from expanding the number of ducts or linear feet of rights-of-way occupied by Licensee on comparable terms as agreed here.

Year of Term	Annual Fee Per Duct	Right-of-Way Fee	Total Fee
First	$27,691.21	519' @$9.76 = $5,065.44	$32,756.65
Second	$29,075.70	519 @$10.25.= $5,319.75	$34,395.45
Third	$30,529.56	519' @$10.76 = $5,584.44	$36,114.00
Fourth	$32,056.04	519' @$11.30 = $5,864.70	$37,920.74
Fifth	$33,658.84	519' @$11.87 = $6,160.53	$39,819.37

6. The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Licensor. Licensee further acknowledges its liability to pay any federal tax, state tax, or local tax which might be applicable and due including ad valorem taxes, municipal realty taxes or other rates and charges, if any, levied or imposed on or with respect to Licensee's use of said duct or any other facilities within Laredo.

7. The Licensee covenants and agrees that, without prejudice to any other remedy on behalf of the Licensor, interest on fees and other payments payable by or recoverable from the Licensee will be due at the rate of fifteen percent (15%) per annum if such fees or other payments are not paid or made when due.

EARLY TERMINATION

8. It is further understood and agreed by and between the Parties hereto that the licenses and permissions herein granted may be terminated by either party upon six (6) months written notice to the other and the Licensee shall remove, at Licensee's expense, its cables and equipment prior to such termination date; provided that if the Licensee fails to remove the same aforesaid, the Licensor may remove such cables and equipment and the expense of such removal shall be paid by and recoverable from the Licensee forthwith on demand. In the event of any such early termination, the annual fee for the use of the duct and rights-of-way shall be prorated accordingly, but only after any fees owed to Licensor for removal of Licensee's equipment have been deducted.

9. This License may be terminated by Licensee immediately upon written notice to Licensor of:

(a) A required governmental certificate, permit, license or other approval being canceled; or

(b) Any other action that affects the continuance of the License, so long as such cancellation or action is not the result of any act or omission by Licensee;

(c) Licensor breaches a representation or warranty contained in this License; or

(d) Licensor fails to have proper ownership of the premises and/or authority to enter into this License.

10. It is further understood and agreed by and between the Parties hereto that if the Licensor or Licensee at any time exercises their power to:

(a) Terminate this agreement;

(b) Demand the removal of the Licensee's cables and equipment; or

(c) Revoke the permission granted herein, neither the Licensor nor Licensee shall be liable to pay compensation for any loss, costs or damages, other than the removal costs provided for above, which may be incurred by the Licensee or Licensor or any person making such claims under the License by reason of such termination, demand, or revocation.

11. If this License is terminated at a time other than on the last day of the term year, annual fees shall be prorated as of the date of termination and all prepaid annual fees shall be refunded to the Licensee if the termination is brought about by the actions of Licensor. If the termination is brought about by the Licensee, then such prepaid refund shall not apply. Furthermore, rent shall be owed until Licensee has removed all of its equipment from the bridge and rights-of-way.

HOLD OVER STATUS

12. It is agreed that in the event of the Licensee herein holding over after the termination of the Term of this Agreement, the License shall be deemed to be on a month-to-month basis in the absence of a written agreement to the contrary. The payments for such holdover status will be at rates that are equal to the last year of the agreement "s term, increased by fifty percent (50%) for each year of the holdover. Either party, upon one month prior written notice, may terminate the Agreement operating in a hold over status.

USE OF PREMISES

13. Licensee shall use the Premises for any lawful purpose. Still, the Parties recognize that Licensee intends to employ the premises for the deployment of telecommunications cabling and must obtain Licensor permission before any other activity takes place. Such permission shall not be unreasonably withheld or delayed by Licensor.

14. Licensee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

REPAIR

15. It is understood and agreed that if the premises hereby licensed shall be damaged or destroyed in whole or in part during the term thereof, the Licensor will repair and restore the same to a good and useable condition with reasonable dispatch and that the fees herein provided for shall be abated entirely until the said premises have been so repaired and restored.

16. It is further understood and agreed that the Licensor will maintain and repair the premises hereby licensed at its own expense. This duty shall be and remain during the Term of this License to keep the premises in a safe, suitable and proper condition for receiving and carrying the Licensee's said cables and so as to permit the proper operation of such cables therein. Provided, however, that in the event of total or substantially total damage to or destruction of the Bridge in whole or in part, such that repairs may not reasonably be effected within thirty (30) days thereof, either party may forthwith terminate this agreement upon written notice thereof, and paragraph 11 (Early Termination) hereof shall apply. In case Licensor does not repair the premises in such 30 days term, Licensee will be entitled to stop paying the annual fees until the reparation is made by Licensor or at its option terminate this agreement with no responsibility.

LIMITATION OF LIABILITY

17. The Licensor shall not be responsible or liable to the Licensee for any loss or damage to persons or property that may be occasioned by or through the acts or omissions of persons occupying adjoining ducts. Nor shall the Licensor be responsible or liable to the Licensee or its agents or employees for any loss or damage unless such loss or damage shall be caused by willful and intentional act or negligence of the Licensor or its agents or employees. The Licensor shall not be responsible or liable for any loss or damage to persons or property occasioned by the negligence of the Licensee or its agents or employees, the Licensee hereby agrees to accept full responsibility therefore and to indemnify Licensor as provided below against any claims that might arise from such actions.

18. Damage to or destruction of Licensee's property shall not be made the responsibility of Licensor, its agents, contractors, officers or employees.

19. In the event that a third party damages, by any means, the property of the Licensee, the Parties agree that the Licensor shall provide to the Licensee, upon written request, any relevant documentation or data in its possession. which is publicly available and necessary for the Licensee to legally proceed against such third party.

SUBLICENSE

20. Licensee represents and warrants that Licensee shall at all times maintain exclusive control over the inner duct and the fiber optic cable located in the inner duct. The sole

right to access, maintain, repair, remove and otherwise utilize the inner duct and fiber optic cable located therein shall at all times be and remain exclusively under Licensee's sole control. Licensee may not sublicense the inner duct. Any unauthorized sublicense shall, at the Licensor's discretion, result in immediate termination and forfeiture of any prepaid Annual Fees in addition to such other remedies available to Licensor at law or in equity for such breach.

OPERATIONAL RIGHTS

21. Subject to the approval of the Licensor, which approval shall not be unreasonably withheld or delayed, Licensee and its employees, servants, agents and contractors shall have the right of ingress and egress without charge to the said Bridge and appurtenant buildings and premises at any hour of any day for the purpose of maintenance, repair and installation of Licensee's property.

RELEASE/INSURANCE/INDEMNIFICATION

22. It is further understood and agreed by and between the Parties that by the execution of this agreement, the Licensee does hereby expressly and completely hold harmless, indemnify and release the Licensor from any and all liabilities, suits, claims and demand (whether for property damage or for personal injury or death and whether founded in tort, contract or quasi-contract) which at any time might be exerted by the Licensee arising out of the existence, use, repair, maintenance or removal of its cables, provided that any such liability, suit, claim or demand does not arise wholly from the Licensor's negligence.

23. The Licensee further covenants and agrees to indemnify and save harmless Licensor from and against all loss, costs or damages which the Licensor may suffer or be put to and from against all claims or actions which may be made or brought against the Licensor by reason of said cables, their construction, existence, repair or maintenance or resulting therefrom in any way whatsoever, provided that any such loss, costs, damages, claims or actions does not arise wholly from the Licensor's negligence.

24. Licensee and its contractors shall produce where applicable, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that Licensee has obtained all insurances required by law, but at no time to be in amounts less than those outlined below:

(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 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.

(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) Builders Risk coverage as follows:

(1) 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.

(2) 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. The deductible shall not exceed $5,000.

25. With reference to the foregoing insurance requirement, Lessee shall specifically endorse applicable insurance policies as follows:

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

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of The City of Laredo shall be contained in the Workers Compensation, Builders Risk, and all liability policies.

(d) 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.

(e) 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.

(f) 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.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Licensee may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

(i) Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

26. 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:

(a) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

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

27. Upon request, Licensee shall furnish The City of Laredo with certified copies of all insurance policies.

COMPLIANCE WITH LAW

28. Licensee acknowledges that it shall be the Licensee's sole responsibility and at Licensee's sole cost to apply for and obtain any permit, authorization, or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over the Licensee or relating to Licensee's operations and occupation in, on, to or through said Bridge.

HAZARDOUS SUBSTANCE INDEMNIFICATION

29. Licensee warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and that it will not store or dispose on the Premises, nor transport to or over the Premises, any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

INSPECTION

30. Notwithstanding any provision of this License to the contrary, in the event of an emergency Licensor retains the right to enter upon the licensed property, at any time and without notice to Licensee, and assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof, whenever such removal is deemed necessary by Licensor for (a) exercising Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property. At all other times, Licensor shall provide forty-eight (48) hours' notice of such an inspection.

DEFAULT AND CURE

31. The following shall be events of default:

(a) Licensee fails to make any payment or provision of Annual Fees or any other sums to Licensor when due, and does not cure such default within thirty (30) days after written notice from Licensor;

(b) Licensee fails to meet or perform any other covenant or condition of this License and does not cure such other default within thirty (30) days after written notice from Licensor specifying the default complained of;

(c) Licensee abandons or vacates the Premises without paying annual fees;

(d) Licensee is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

32. If a non-monetary default may not reasonably be cured within a 30 day period, this License may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

33. In the event of a default, Licensor shall have the right, at its option, in addition to and not exclusive of any other remedy Licensor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

(a) Declare this License at an end, in which event Licensee shall immediately pay Licensor a sum of money equal to the total of:

(1) The amount of the unpaid annual fees accrued through the date of termination;

(2) The amount by which the unpaid annual fees reserved for the balance of the term exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided (net of the reasonable costs of such reletting); and

(3) Any other reasonable amount necessary to compensate Licensor for all detriment proximately caused by Licensee's failure to perform its obligations under the License; provided, however, nothing contained herein shall in any way limit Licensor's duty to mitigate its damages, or

(b) Without terminating this License, re-license the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as Licensor may deem advisable, and any monies received from such re-licensing shall be applied first to the expenses of such re-licensing and collection, including reasonable attorneys' fees, any commissions paid, and thereafter toward payment of all sums due or to become due Licensor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Licensor any deficiency monthly, notwithstanding that Licensor may have received rental in excess of the annual fees stipulated in this License in previous or subsequent months, and Licensor may bring an action therefor as such monthly deficiency shall arise.

34. No re-entry and taking of possession of the Premises by Licensor shall be construed as an election on Licensor's part to terminate this License, unless written notice of such intention is given to Licensee by Licensor. Notwithstanding any re-licensing without termination, Licensor may at any time thereafter elect to terminate this License for such pervious breach.

SUCCESSOR, ASSIGNS AND MISCELLANEOUS

35. It is further understood and agreed by and between the Parties hereto that this agreement shall be binding upon and enures to the benefit of the Parties hereto and their respective successors and permitted assigns (it being acknowledged that the Licensor may not arbitrarily withhold its consent to any sublicensing or assignment of the permission granted herein), that this License consists of and incorporates the main body and the attached Schedule "A" and that words importing the masculine gender and the plural, as the case may be, and vice versa, respectively.

NOTICES

36. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Landlord:
City of Laredo
1110 Houston
Laredo, Texas 78040
Attn: City Attorney and
Telecommunications Director

With a copy to:
Gerard Lavery Lederer
Best Best & Krieger
2000 Pennsylvania Avenue N.W.
Suite 5300
Washington, DC 20006

If to Licensee:
Ricardo Garcia de Quevedo Ponce
Calzada de los Leones Numero 260
Colonia Los Alpes
Delegacion Miguel Hidalgo
C.P. 01010
Cuidad de Mexico

With a copy to:
Manuel Tovar Muniz
Avenida Eugenio Clariond 175
Cuauhtemoc, San Nicolas de los Garza
66450, Nuevo Leon, Mexico

AUDIT AUTHORITY

37. Licensee shall be responsible for providing to Licensor all records necessary to confirm the accurate payment of rent due under the License.

38. Licensor shall have the right to inspect and copy Licensee's records, whether the records are held by the Licensee, an Affiliate, or any other entity that collects or receives funds related to the Licensee's operations governed by this License.

39. Intentionally Omitted.

40. Licensor's audit expenses shall be borne by the Licensor unless the audit discloses an underpayment of more than five percent (5%). In the event the underpayment is greater than five percent (5%), the costs of the audit shall be borne by Licensee. Any additional amounts and audit expenses due to Licensor as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee of the underpayment, which notice shall include a copy of the audit report.

PRIORITY USE

41. This License is made expressly subject and subordinate to the present and future right of the Licensor, its successors, assign, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities or facilities, franchised public utilities, roads or streets, on, beneath or above the surface of the licensed property described in Schedule "A" provided, however, that Licensor shall endeavor to ensure that such improvements do not interfere with or destroy Licensee's use of the licensed property.

42. Nothing in this License shall be construed to limit, in any way, the power of the Licensor to widen, alter, or improve the licensed property subject to this License, pursuant to official action by the governing body of the City of Laredo, or its successors. Other than in the case of an emergency, Licensor shall provide Licensee a thirty (30) day notice of any construction activities that adversely impact Licensee's facilities.

(a) Licensor agrees, but not at the expense of Licensor, to cooperate with the Licensee, in effecting such widening, alteration or improvement of the licensed property so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.
SIGNATURES CONTINUE ON NEXT PAGES.)

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSOR:

THE CITY OF LAREDO, TEXAS, USA

_____

By: Rosario C. Cabello
INTERIM CO-CITY MANAGER

_____

By: Robert A. Eads
INTERIM CO-CITY MANAGER

ATTEST:

_____

BY: Jose A. Valdez, JR.
CITY SECRETARY

APPROVED AS TO FORM:
Kristina L. Hale
CITY ATTORNEY

_____

By: Cristian Rosas-Grillet
ASSISTANT CITY ATTORNEY

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSEE:

Alestra S. de R.L. de C.V.

_____

BY: Ricardo Garcia de Quevedo

SCHEDULE A

ORDINANCE NO 2019-_-___

AUTHORIZING THE CITY MANAGER TO GRANT A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF LAREDO, TEXAS, A MUNICIPAL CORPORATION AND AXTEL, S.A.B. DE C.V., FORMERLY KNOWN AS ALESTRA S. DE R.L. DE CV., A MEXICAN CORPORATION, FOR THE USE OF ONE (1) FIBER/CABLE TRAY AFFIXED BENEATH THE JUAREZ LINCOLN BRIDGE AND 519 LINEAR FEET OF RIGHT-OF-WAY.

1. TERM OF THE LICENSE AGREEMENT SHALL BE FOR FIVE (5) YEARS COMMENCING AT 12:00 AM, APRIL 8, 2019 AND TERMINATING AT 12:00 PM, APRIL 7, 2024.

2. ANNUAL FEE SHALL BE $27,691.21 AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR THE LICENSE IS IN PLACE. IN ADDITION TO THE FEE, LICENSEE SHALL PAY A NINE DOLLAR AND 76/100 ($9.76) LINEAR FOOT RIGHT-OF-WAY FEE, AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR.

WHEREAS, staff recommends that the City council approve the License Agreement by and between the City of Laredo, Texas, a municipal corporation and Axtel, S.A.B. de C.V., formerly known as Alestra S. de R.L. de C.V., a Mexican corporation, dated April 8, 2019 for the use of one (1) fiber/cable tray affixed beneath Juarez Lincoln Bridge and 519 linear feet of right-of-way;

WHEREAS, Alestra on May 1, 2017 changed its corporate name to Axtel S.A.B. de C.V.;

WHEREAS, Axtel has agreed to pay the greater of the amount established by this license agreement or that amount that, Axtel S.A.B. de C.V., or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas; and

WHEREAS, staff 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. The City Manager be and is authorized to grant a License Agreement by and between the City of Laredo, Texas, a municipal corporation and Axtel S.A.B. de C.V. formerly known as Alestra S. de R.L. de C.V., a Mexican corporation, dated April 8, 2019 for the use of one (1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge and 519 linear feet of right-of-way, a copy of which is attached hereto as Exhibit "A" and incorporated herein as if set out at length for all intents and purposes.

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 APRIL 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
BY: JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA L. HALE
CITY ATTORNEY

_____
BY: CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **21.**

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Heberto "Beto" L. Ramirez, Acting Animal Care Services Director

SUBJECT

2019-O-029 Authorizing the Co-Interim City Managers to amend the Animal Care Services Department FY2018-19 budget and Full-Time Equivalent Position Listing by creating two (2) Kennel Workers, R27 positions; two (2) Veterinarian Technicians, R30 positions; and one (1) Custodian, R23 position. The total funding required for these positions is $111,526.00 and will be funded with savings within the Animal Care Services operating budget.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

On February 4, 2019, staff made a presentation on an item placed by Cm. Alberto Torres, Jr. regarding discussion with possible action on the re-evaluation the Animal Care Services FY2018-19 Budget.

City Council approved a motion to amend the FY2018-19 Full-Time Equivalent Positions Listing by adding the following positions:

Two (2) Kennel Workers, Grade R27
Two (2) Veterinary Technicians, Grade 30
One (1) Custodian, Grade 23

The funding required for the 5 positions is as follows: Proposed hire date of 4-1-19

No. of Positions	Hours	Position	Grade	Hourly Rate	Total Benefits	Total Cost w/ Benefits
2	2,400	Kennel Worker	R27	$ 11.80	$ 15,576.00	$ 43,896.00
2	2,400	Vet Technician	R30	$ 12.68	$ 16,738.00	$ 47,170.00
1	1,200	Custodian	R23	$ 11.00	$ 7,260.00	$ 20,460.00
5					$ 39,574.00	$ 111,526.00

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this ordinance be approved.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The funds required to fund the five (5) positions are from savings in the following accounts:

Salaries	$60,000.00
Automotive	$40,000.00
Rental of Land/Bldgs.	$ 11,526.00
Total Funding available for Line Item Savings	$111,526.00

Attachments

2019-O-029

ORDINANCE NO. 2019-O-029

*****

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO AMEND THE ANIMAL CARE SERVICES DEPARTMENT FY2018-19 BUDGET AND FULL-TIME EQUIVALENT POSITION LISTING BY CREATING TWO (2) KENNEL WORKERS, R27 POSITIONS, TWO (2) VETERINARIAN TECHNICIANS, R30 POSITIONS, AND ONE (1) CUSTODIAN, R23 POSITION. THE TOTAL FUNDING REQUIRED FOR THESE POSITIONS IS $111,526.00 AND WILL BE FUNDED WITH SAVINGS WITHIN THE ANIMAL CARES SERVICES OPERATING BUDGET (AS AMENDED).

WHEREAS, staff recommends that the City Council approve the proposed Animal Care Services Department FY2018-19 Budget and Full-time equivalent position listing by creating two (2) Kennel Workers, R27 positions, two (2) Veterinarian Technicians, R30 positions, and one (1) Custodian, R23 position; and

WHEREAS, the total funding required is $111,526.00; and

WHEREAS, the Animal Care Services Department has identified savings in their FY2018-19 Budget line items of $111,526.00 for the funding of these five (5) positions; and

WHEREAS, the funding of these positions will be from the salaries, automotive, and Rental of Land/Buildings line items.

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

Section 1. The Co-Interim City Managers are hereby authorized to amend the Animal Care Services Department FY2018-19 Budget and Full-time Position (FTE) Listing by creating two (2) Kennel Workers, R27 positions, two (2) Veterinarian Technicians, R30 positions, and one (1) Custodian, R23 position.

Section 2. This ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF FEBRUARY 2019.

_____

PETE SAENZ
MAYOR

ATTESTED:

_____

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **22.**

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

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SUBJECT

2019-O-030 Ratifying the execution of a contract with the Department of State Health Services (DSHS), amending the FY 18-19 Budget by appropriating revenues and expenditures in the amount of $120,590.00 and amending the FY18-19 Full Time Equivalent Position Listing by creating one (1) Public Health Technician, R36 position for the City of Laredo Health Department to perform activities that support the Public Health Crisis Response and Recovery by creating a prepared and protected team that is ready to deploy in case of a disaster in particular for post hurricane response and recovery under the Cooperative Agreement for Emergency Response from the Centers for Disease Control and Prevention (CDC) for the term period from January 25, 2019 through June 30, 2020.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Texas Department of Health Services (DSHS) continues to contract with the City of Laredo through the City of Laredo Health Department (CLHD) to provide public health services to residents of Laredo.

City of Laredo Health Department will complete the Hurricane Harvey Crisis Project (HHCP) by performing activities for this project that support the Public Health Crisis Response and Recovery Cooperative Agreement for Emergency Response from the Centers for Disease Control and Prevention (CDC) for the term period from January 25, 2019 through June 30, 2020. This will create a prepared and protected team that is ready to deploy in case of a disaster in particular for post hurricane response and recovery

Resources through this grant allow for the creation of one (1) full time equivalent (FTE) Public Health Technician, R36 position.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	DSHS
Account #:	226-6039
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The revenue account is 226-0000-323-4007 and the expenditure division is 226-6039 with Project HEHU01.

Attachments

Contract

2019-O-030

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SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. *HHS000371500023*
UNDER THE
2017 HURRICANE PUBLIC HEALTH CRISIS RESPONSE COOPERATIVE AGREEMENT GRANT

I. PURPOSE

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency"), a pass-through entity, and ***CITY OF LAREDO HEALTH DEPARTMENT*** ("Grantee" or "Contractor") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Hurricane Harvey Crisis Project (the "Contract"), as described in **Attachment A, Statement of Work**.

II. LEGAL AUTHORITY

This Contract is made in accordance with awards by the Centers for Disease Control and Prevention (CDC-RFA-TP18-1802 – Cooperative Agreement for Emergency Response: 2017 Hurricane Public Health Crisis Response, Funding Opportunity Number: CDC-RFA-TP18-1802, CFDA #93.354), which is incorporated herein by reference, and is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapter 12 or 1001 or Texas Government Code Chapter 531, 771, 791 or 2155.

III. DURATION

This Contract is effective on the signature date of the latter of the Parties to sign this Contract and terminates on June 30, 2020, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract will not exceed **($120,590.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Samiyah Bailey
1100 West 49th Street, MC 1990
Austin, Texas 78756
(512) 776-2614
samiyah.bailey@dshs.texas.gov

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Contractor
Name: *City of Laredo Health Department*
Address: P.O. BOX 2337, Laredo, Texas 78044-2337
Phone: 956-791-7302
Email: hdeleon@ci.laredo.tx.us

Either Party may change its designated Representative by providing written notice to the other Party.

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
1100 West 49th Street, MC 1911
Austin, Texas 78756
Attention: General Counsel

Grantee
Name: *City of Laredo Health Department*
Address: P.O. BOX 2337, Laredo, Texas 78044-2337
Attention: Horacio A. De Leon, Jr.

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): **1 NU90TP921945-01-00**
Federal Award Date: **7/3/2018**
Name of Federal Awarding Agency: **Centers for Disease Control and Prevention**
CFDA Number: **93.354**
Awarding Official Contact Information:
Yull Celestin
1600 Clifton Rd
Atlanta, GA 30333
Phone: 404-639-7690

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000371500023

DSHS

DocuSigned by:
Imelda Garcia
874ED32AD9D24A9...

Name: Imelda Garcia
Title: Associate Commissioner
Date of execution: January 25, 2019

GRANTEE

DocuSigned by:
Cynthia Collazo
7...614F9D967F204B9...

Name: Cynthia Collazo
Title: Interim City Manager
Date of execution: January 25, 2019

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. *HHS000371500023* ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B – BUDGET
ATTACHMENT B-1 – INDIVIDUAL PROJECT BUDGET(S)
ATTACHMENT C - HHSC UNIFORM TERMS AND CONDITIONS - GRANT
ATTACHMENT D - CONTRACT AFFIRMATIONS
ATTACHMENT E - DSHS SUPPLEMENTAL AND SPECIAL CONDITIONS
ATTACHMENT F - FEDERAL ASSURANCES AND LOBBYING FORM
ATTACHMENT G - FFATA CERTIFICATION
ATTACHMENT H - DATA USE AGREEMENT

ATTACHMENTS FOLLOW

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ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Complete the Hurricane Harvey Crisis Project (HHCP) by performing activities for this project that support the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC).

B. Work to improve or strengthen one or more of the following objectives in accordance with their approved workplan (See para. C, below, for more information on Grantee's workplan requirements):

1. First Responder Immunizations

Build immunization capacity within emergency responder organizations (public health, law enforcement, fire protection, emergency medical services, support organizations, and volunteer support organizations) within their jurisdictions and ensure that the emergency responders have the highest adult immunization coverage rate possible.

Grantee will:

a. Provide first responders with immunization-related educational materials addressing the importance of getting immunized.
b. Embed the importance of getting immunized as a message within each first responder organization.
c. Stress the importance of using ImmTrac2, the statewide immunization registry, as a means for tracking immunization status and staying up to date with immunizations.
d. Coordinate the provision of regular immunization services through local pharmacies and Adult Safety Net (ASN) providers.
e. Identify one or more Emergency Response Immunization Coordinators from the local health department (LHD) to dedicate to the project.
f. Engage in monthly conference calls with the State Project Coordinator.
g. Participate in State identified trainings for the LHD Emergency Response Immunization Coordinator.
h. Identify Emergency Responder Facilities in the local jurisdiction.
i. Secure participation from Emergency Responder Facilities.
j. Identify Vaccine Site Coordinator(s) at each Emergency Responder Facility.
k. Provide first responders with immunization-related educational materials addressing the importance of getting immunized, particularly targeting those first responders who respond to disasters but do not perceive the need to be immunized.
l. Educate Vaccine Site Coordinators on access to vaccine resources in the local community (e.g. pharmacies, primary care clinics, ASN sites, etc.).
m. Provide information about resources on obtaining immunizations, regardless of insurance status. (This may include collecting insurance information for all responders and having information available on how to access immunization services based on coverage.)

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n. Assist Vaccine Site Coordinators to complete the following:
   i. Ensure all personnel are vaccinated;
   ii. Ensure staff immunization records are up to date; and
   iii. Ensure immunization records are loaded into ImmTrac2 (if consented).
o. Train the Vaccine Site Coordinators on the use of the Roster feature in ImmTrac2.
p. Stress the importance of having Vaccine Protocols to ensure first responder facilities adhere to the recommended adult immunization schedule.
q. Identify Emergency Responder Facilities and submit a list of the facilities in the local jurisdiction with grant application. Emergency Responder Facilities include the following:
   i. Public Health Facility (e.g. local health departments, districts, etc.);
   ii. Emergency Medical Facility;
   iii. Law Enforcement Administrative Facility; and
   iv. Fire Protection Facility.
r. Secure Statements of Interest and Participation from Emergency Responder Facilities included in the first responder facilities list.
s. Document completion of the required activities noted in the work plan for each of the Emergency Responder Facilities reported via the LHD Monthly Reports.

C. Implement approved workplan. Grantee's workplan has been approved by DSHS prior to DSHS's entering into this Contract with Grantee. Grantee will adhere to the approved workplan. The workplan must include a description of the project(s) and activities to be addressed by the HHCP and measurable objective(s) for addressing each issue. The workplan must also describe a clear method for evaluating the services that will be provided. Any proposed changes to the approved workplan are not effective unless and until Grantee has received written approval to the revised workplan from DSHS.

D. Submit monthly and final performance reports that describe progress toward achieving the objectives contained in Grantee's approved workplan and any written revisions. Grantee will submit the performance reports by the 5th business day following the last day of the last month of each month, in a format to be provided by DSHS. Failure to submit a required report or additional requested information by the due date specified in this Contract or upon request constitutes breach of contract, and may result in delay of payment. Reports should be sent electronically to coag@dshs.texas.gov and to cmscrisiscoag@dshs.texas.gov.

E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as amended.

F. The following documents and resources are incorporated herein by reference and made a part of this Contract as if fully set forth therein:

1. DSHS and CDC Public Health Crisis Response Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP18-1802;
2. Project workplan; and
3. Local Health Department Hurricane Crisis Discretionary Project – Monthly Project Report(s).

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II. PERFORMANCE MEASURES

DSHS will develop performance measures in collaboration with the Grantee**.** DSHS will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

III. REPORTING REQUIREMENTS

Grantee at the request of the System Agency, may be required to submit additional reports determined necessary to accomplish the objectives and monitor the compliance of this contract. Grantee must submit reports in a format specified by the System Agency. Grantee will provide System Agency financial reports as System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

Grantee will provide and submit written reports, by electronic mail in the format specified by System Agency. Grantee will complete and submit the Local Health Department Hurricane Crisis Discretionary Project – Monthly Project Report by the 5th business day of each month and a Final Performance Report by the 15th business day of the end of the contract term. These reports need to be completed for each HHCP for which the Grantee receives funding from System Agency. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, vendor identification number, telephone number, program name, contract or purchase order number, dates services were completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received.

IV. INVOICING AND PAYMENTS

Grantee will request payments by submitting the State of Texas Purchase Voucher (Form B-13) at http://www.texas.gov/grants/forms/b13form.doc no later than fifteen (15) business days after the end of the preceding month. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov

Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

With prior written notification to, and approval from, the System Agency Contract Manager, Contractor may transfer money between budget categories, other than the equipment and indirect cost categories, not to exceed 25% of the total contract value during a contract budget period. If the budget transfer(s) exceeds 25% of the total contract value, alone or cumulatively, a formal

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contract amendment is required.

Contractor shall provide notification of the budget transfer by submission of a revised Categorical Budget Form to the System Agency Contract Manager, highlighting the areas affected by the budget transfer. After review, the System Agency Contract Manager shall provide notification of acceptance to Contractor via email, upon receipt of which, the revised budget shall be incorporated into the Contract.

System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

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ATTACHMENT B
BUDGET
Contract No. *HHS000371500023*

Categorical Budget:

PERSONNEL	$39,968.00
FRINGE BENEFITS	$17,169.00
TRAVEL	$1,741.00
EQUIPMENT	$0.00
SUPPLIES	$6,618.00
CONTRACTUAL	$2,420.00
OTHER	$52,674.00
TOTAL DIRECT CHARGES	$120,590.00
INDIRECT CHARGES	$0.00
TOTAL	**$120,590.00**

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Attachment B-1 Individual Project Budget(s)

	Personnel	Fringe Benefits	Travel	Equipment	Supplies	Contractual	Other	Total Direct Charges	Total Indirect Charges	Total
IMM First Responder	$ 39,968.00	$ 17,169.00	$ 1,741.00	$ -	$ 6,618.00	$ 2,420.00	$ 52,674.00	$ 120,590.00	$ -	**$ 120,590.00**
IMM Cold Chain	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Mothers & Babies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Food-Water Borne Disease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Healthcare Infections Control	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Traditional Vector	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Novel Vector	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
CASPER	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Mold	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
TB (VDOT)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total	**$ 39,968.00**	**$ 17,169.00**	**$ 1,741.00**	**$ -**	**$ 6,618.00**	**$ 2,420.00**	**$ 52,674.00**	**$ 120,590.00**	**$ -**	**$ 120,590.00**

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ATTACHMENT C
HHSC UNIFORM TERMS AND CONDITIONS - GRANT

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HHSC Uniform Terms and Conditions Version 2.15
Published and Effective: September 1, 2017
Responsible Office: Chief Counsel

TEXAS
Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.15

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

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"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation or "RFA"" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" or "Application" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to

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any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System

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Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

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2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 Submission of Audit

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

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ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning

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the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;

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b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required

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under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

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d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in

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writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject

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matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

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7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313

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TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

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ATTACHMENT D
CONTRACT AFFIRMATIONS

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
2. Contractor represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
3. Contractor understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, if any, are rejected unless expressly accepted by HHSC in writing.
5. Contractor agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
6. Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of HHSC.
7. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.
8. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this

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Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

9. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

10. Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

11. Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

12. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

13. Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

14. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

15. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

16. Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

17. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

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18. Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

19. Contractor agrees that upon request of HHSC, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

20. Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

    • providing equivalent access for effective use by both visual and non-visual means;
    • presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
    • being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

    For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

    In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

21. If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

22. If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

23. Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services

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under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

24. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

25. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following: (i) the nature of the previous employment with System Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation at the time of the employment was terminated.

26. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

27. Contractor understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

28. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and (c) neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

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29. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.

30. Contractor represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

31. Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

    (a) all persons employed by Contractor to perform duties within Texas; and

    (b) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

32. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

33. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

34. Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

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35. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor: Cynthia Collazo

DocuSigned by: Cynthia Collazo 614F9D9675204B9... **Signature of Authorized Representative**	January 25, 2019 **Date Signed**
Cynthia Collazo **Printed Name and Title of Authorized Representative**	1/25/19 **Phone Number**
74-6001573 **Federal Employer Identification Number**	**Fax Number**
618150460 **DUNS Number**	ccollazo@ci.laredo.tx.us **Email Address**
1110 Houston Street **Physical Street Address**	Laredo, Texas **City, State, Zip Code**
P.O. Box 579 **Mailing Address, if different**	78042 **City, State, Zip Code**

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ATTACHMENT E
SUPPLEMENTAL AND SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

There are no Supplemental Conditions for this Contract that modifies this Contract's HHS Uniform Terms and Conditions.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

   1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
   2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

Section 1.03 Grantee's Notification of Change of Contact Person or Key Personnel

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

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SECTION 1.04 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. Worker health and safety;
k. Mental health and substance abuse;
l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

SECTION 1.05 CONSENT BY NON-PARENT OR OTHER STATE LAW TO MEDICAL CARE OF A MINOR

Unless a federal law applies, before a Grantee or its contractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

SECTION 1.06 TELEMEDICINE/TELEPSYCHIATRY MEDICAL SERVICES

If Grantee or its Contractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;

e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;

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g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and
i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

SECTION 1.07 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

SECTION 1.08 THIRD PARTY PAYORS

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any

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request for reimbursement to System Agency; and

g. Provide third party billing functions at no cost to the client**.**

SECTION 1.09 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

SECTION 1.10 MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

SECTION 1.11 NOTICE OF A LICENSE ACTION

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

SECTION 1.12 INTERIM EXTENSION AMENDMENT

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

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SECTION 1.13 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.
"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.
Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance

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with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.

2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:

i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with

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Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

SECTION 1.14 CHILD ABUSE REPORTING REQUIREMENT

a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

SECTION 1.15 GRANTEE'S CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS.

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

SECTION 1.16 PROGRAM EQUIPMENT, PROGRAM SUPPLIES, PROPERTY MANAGEMENT AND REPORTING.

a. Grantee shall initiate the purchase of all Equipment approved in writing by the System Agency in the first quarter of the Contract term, as applicable. Failure to timely initiate the purchase of Equipment may result in the loss of availability of funds for the purchase of

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Equipment. Requests to purchase previously approved Equipment after the first quarter in the Contract must be submitted to the assigned System Agency contract manager.

b. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

c. Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager by e-mail not later than October 15 of each year.

d. System Agency funds must not be used to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

e. At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

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ATTACHMENT F
FEDERAL ASSURANCES AND LOBBYING FORM

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: Hector F. Gonzalez B61D56BB76374AD...	Director
APPLICANT ORGANIZATION	**DATE SUBMITTED**
city of laredo health	January 10, 2019

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION: city of laredo health

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Hector | Middle Name:

* Last Name: Gonzalez | Suffix:

* Title: Director

* SIGNATURE: DocuSigned by: Hector F. Gonzalez B61D568B76374AD... | * DATE: January 10, 2019

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ATTACHMENT G
FFATA CERTIFICATION

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact #1 Name, Email and Phone Number:**
City of Laredo Health Department	Hector F. Gonzalez hgonzalez@ci.laredo.tx.us (956) 795-4920
Primary Address of Contractor: 2600 Cedar Ave. Laredo, TX	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com 78040-4040	**DUNS Number: 9-digits Required www.sam.gov** 618150460
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 17460015732021	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Hector F. Gonzalez	DocuSigned by: Hector F. Gonzalez B61D56BB76374AD...
Title of Authorized Representative Director	**Date** January 10, 2019

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☒ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

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ATTACHMENT H
HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR.

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

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(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of

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Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

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(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a)Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c)Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

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(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

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(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;

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- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

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(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

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(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to

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expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

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ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

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(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

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6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will

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be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ORDINANCE 2019-O-030

RATIFYING THE EXECUTION OF A CONTRACT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF $120,590.00 AND AMENDING THE FY 18-19 FULL TIME EQUIVALENT POSITION LISTING BY CREATING ONE (1) PUBLIC HEALTH TECHNICIAN, R POSITION FOR THE CITY OF LAREDO HEALTH DEPARTMENT TO COMPLETE THE HURRICANE HARVEY CRISIS PROJECT (HHCP) BY PERFORMING ACTIVITIES FOR THIS PROJECT THAT SUPPORT THE PUBLIC HEALTH CRISIS RESPONSE COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) FOR THE TERM PERIOD FROM JANUARY 25, 2019 THROUGH JUNE 30, 2020.

WHEREAS, the Texas Department of Health Services (DSHS) continues to contract with the City of Laredo through the City of Laredo Health Department (CLHD) to provide public health services to residents of Laredo; and

WHEREAS, The City of Laredo Health Department will complete the Hurricane Harvey Crisis Project (HHCP) by performing activities for this project that support the Public Health Crisis Response Cooperative Agreement for Emergency Response from the Centers for Disease Control and Prevention (CDC) for the term period from January 25, 2019 through June 30, 2020; and

WHEREAS, resources through this grant allow for the creation of one (1) full time equivalent (FTE) Public Health Technician, R36 position.

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

Section 1: The City Manager is hereby authorized to ratify the execution of a contract with the Department of State Health Services (DSHS) in the amount of $120,590.00 and amending the FY 18-19 Full Time Equivalent Position Listing by creating one (1) Public Health Technician, R position for the City of Laredo Health Department to complete the Hurricane Harvey Crisis Project (HHCP) by performing activities for this project that support the Public Health Crisis Response Cooperative Agreement for Emergency Response from the Centers for Disease Control and Prevention (CDC) for the term period from January 25, 2019 through June 30, 2020.

Section 2: The revenue account is 226-0000-323-4007 and the expenditure division is 226-6039 with the project number HEHU01.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2019.

_____
PETE SAENZ, MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY

_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **23.**

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Rosa E. Salinas, Acting Human Resources Director; Zaida J. Gonzalez, Employee Health Manager

SUBJECT

2019-O-031 Amending the FY 2018-2019 Risk Management Fund by appropriating revenues and expenditures of $50,000.00. The revenues are for Wellness reimbursements from Blue Cross Blue Shield of Texas (B.C.B.S. TX) and are restricted for the continued operation of the City's Wellness Program.

PREVIOUS COUNCIL ACTION

On February 19, 2019, Council introduced the Ordinance.

BACKGROUND

The Blue Cross Blue Shield contract allowed for a $50,000.00 wellness reimbursement to be used to cover costs and expenses associated with implementation and/or operation of a wellness program. Detailed invoices specifying the services were provided by the Employee Health and Wellness Division to B.C.B.S.TX with the names of the vendors providing the services to receive such reimbursement.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this ordinance as presented.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	Risk Management Fund
Account #:	Fund 594 2062 513.55-51
Change Order: Exceeds 25% Y/N:	N/A
FINANCIAL IMPACT:	

	Amended Budget	Proposed Amendment	Amended Budget
Revenues:			
Reimbursements:	0	$50,000	$50,000
Expenditures:			
Diagnostic Services	**$177,764**	**$50,000**	**$227,764**

Attachments

Budget Amendment - Final Reading

FINAL READING OF ORDINANCE

2019-O-031 AMENDING THE CITY OF LAREDO FY 2018-2019 RISK MANAGEMENT FUND BY APPROPRIATING REVENUES AND EXPENDITURES OF $ 50,000.00. THE REVENUES ARE AVAILABLE FROM A WELLNESS REIMBURSEMENT FROM BLUE CROSS BLUE SHIELD OF TEXAS (B.C.B.S. TX) AND ARE RESTRICTED FOR THE CONTINUED OPERATION OF THE CITY'S WELLNESS PROGRAM.

WHEREAS, on September 17, 2018, City Council adopted the fiscal year 2018-2019 annual budget; and

WHEREAS, it is being requested to amend the Risk Management fund in order to continue the operation of the City of Laredo's wellness program; and

WHEREAS, the total amount of reimbursement from B.C.B.S. TX is $50,000.00;

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

Section 1: Amending the City of Laredo FY 2018-2019 Risk Management Fund by appropriating revenues and expenditures of $50,000.00. The revenues are available from a wellness program reimbursement from B.C.B.S.TX and are restricted for the continued operation of the City's wellness program.

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PEDRO I. SAENZ, JR.
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR
CITY SECRETARY

_____
APPROVED AS TO FORM:
KRISTINA LAUREL HALE
CITY ATTORNEY

City Council-Regular **24.**

Meeting Date: 03/18/2019

Staff Source: Rosario Cabello, Co-Interim City Manager

Staff Source: Ana Villareal, Planner II

Initiated by: Alma D. Arellano,
Owner/Applicant

Prior Action: This item was introduced by the Honorable Rudy Gonzalez, Jr. at the regular Council meeting of February 19, 2019.

SUBJECT:

2019-O-032 Amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance No. 2013-O-125 and authorizing the issuance of a revised C.U.P. for an amusement redemption machine establishment changing the tenant on Lot 2C, Block 1, Zaftex Phase II, located at 3917 Jaime Zapata Memorial Highway, Suites 1 and 4; providing for publication and effective date.

ZC-19-2019
District I

BACKGROUND:

Council District: I- Rudy Gonzalez, Jr.

Proposed use: Amendment to Amusement Redemption Machine Establishment

Site: The establishment is operating as a Amusement Redemption Machine Establishment.

Surrounding land uses: To the north of the property is the Texas department of Agriculture and Halliburton. South of the site are single-family residential uses and vacant undeveloped land. East of the property is O'Reilly Auto Parts, and Lakeside Pharmacy. West of the property is Family Dollar, Tostadas Campeche Restaurant, Domino's Pizza, Pano's Bakery, Print & More Embroidery and Laredo Country Store.

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

Transportation Plan: The Long Range Thoroughfare Plan has identified Jaime Zapata Memorial Hwy. as an Expressway.

Letters sent to surrounding property owners: 16 In Favor: 1 Opposed: 0

STAFF COMMENTS:

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits amusement redemption machine establishments in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-3. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, “Applications for properties currently zoned B-1, B-1R, CBD, **B-3** or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1of higher intensity.”

Staff suppports the proposed Conditional Use Permit for the following reasons:

1. The proposed use is compatible with other uses along Jaime Zapata Memorial Hwy.
2. The property is locates on a commercial corridor.
3. The C.U.P. is an amendment to an existing amusement redemption machine establishment.

P&Z RECOMMENDATION:

The Planning & Zoning Commission in a 5 to 0 vote, recommended approval of the Conditional Use Permit.

STAFF RECOMMENDATION:

Staff supports the amendment to the existing C.U.P to change the proposed tenant.

IMPACT ANALYSIS

Staff supports the Conditional Use Permit at this location and recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Alma D. Arellano, Owner, and Manuel Alejandro Lara, tenant, and is nontransferable.
2. The C.U.P. is restricted to operating hours of Monday through Thursday from 8:00 a.m. to 11:00 p.m and Friday through Sunday from 8:00 a.m. to 12:00 a.m (midnight).
3. The C.U.P. is restricted to 4,590 sq. ft. as provided on the site pan, Exhibit “B”, which is made part hereof for all purposes.
4. Owner shall comply with all licensing and regulatory requirements for amusement redemption machine establishments and amusement redemption machines within the city as per Ordinance No. 2018-O-072.
5. Signage is limited to that allowed in a B-3 District.
6. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
9. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.

10. The sale and consumption of alcohol on premises is prohibited.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
14. Banners and window signs are prohibited.

Attachments

Ordinance 2019-O-032

Maps

Land Use Equivalents Chart

Survey and Exhibits

Pictures

Ordinance 2013-O-125

ORDINANCE NO. 2019-O- 032

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REPEALING ORDINANCE NO. 2013-O-125 AND AUTHORIZING THE ISSUANCE OF A REVISED C.U.P. FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT CHANGING THE TENANT ON LOT 2C, BLOCK 1, ZAFTEX PHASE II, LOCATED AT 3917 JAIME ZAPATA MEMORIAL HIGHWAY, SUITES 1 AND 4; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance No. 2013-O-125 and authorizing the issuance of a revised C.U.P. for an Amusement Redemption Machine Establishment changing the tenant on Lot 2C, Block 1, Zaftex Phase II, located at 3917 Jaime Zapata Memorial Highway, Suites 1 and 4; 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 January 17, 2019; and,

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

WHEREAS, notice of 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 February 18, 2019, 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 amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance No. 2013-O-125 and authorizing the issuance of a revised C.U.P. for an Amusement Redemption Machine Establishment changing the tenant on Lot 2C, Block 1, Zaftex Phase II, located at 3917 Jaime Zapata Memorial Highway, Suites 1 and 4.

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

1. The C.U.P. shall be issued to Alma D. Arellano, Owner, and Manuel Alejandro Lara, tenant, and is nontransferable.

2. The C.U.P. is restricted to operating hours of Monday through Thursday from 8:00 a.m. to 11:00 p.m and Friday through Sunday from 8:00 a.m. to 12:00 a.m (midnight).
3. The C.U.P. is restricted to 4,590 sq. ft. as provided on the site pan, Exhibit "B", which is made part hereof for all purposes.
4. Owner shall comply with all licensing and regulatory requirements for amusement redemption machine establishments and amusement redemption machines within the city as per Ordinance No. 2018-O-072.
5. Signage is limited to that allowed in a B-3 District.
6. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
9. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
10. The sale and consumption of alcohol on premises is prohibited.
11. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
13. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
14. Banners and window signs are prohibited.

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

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

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

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

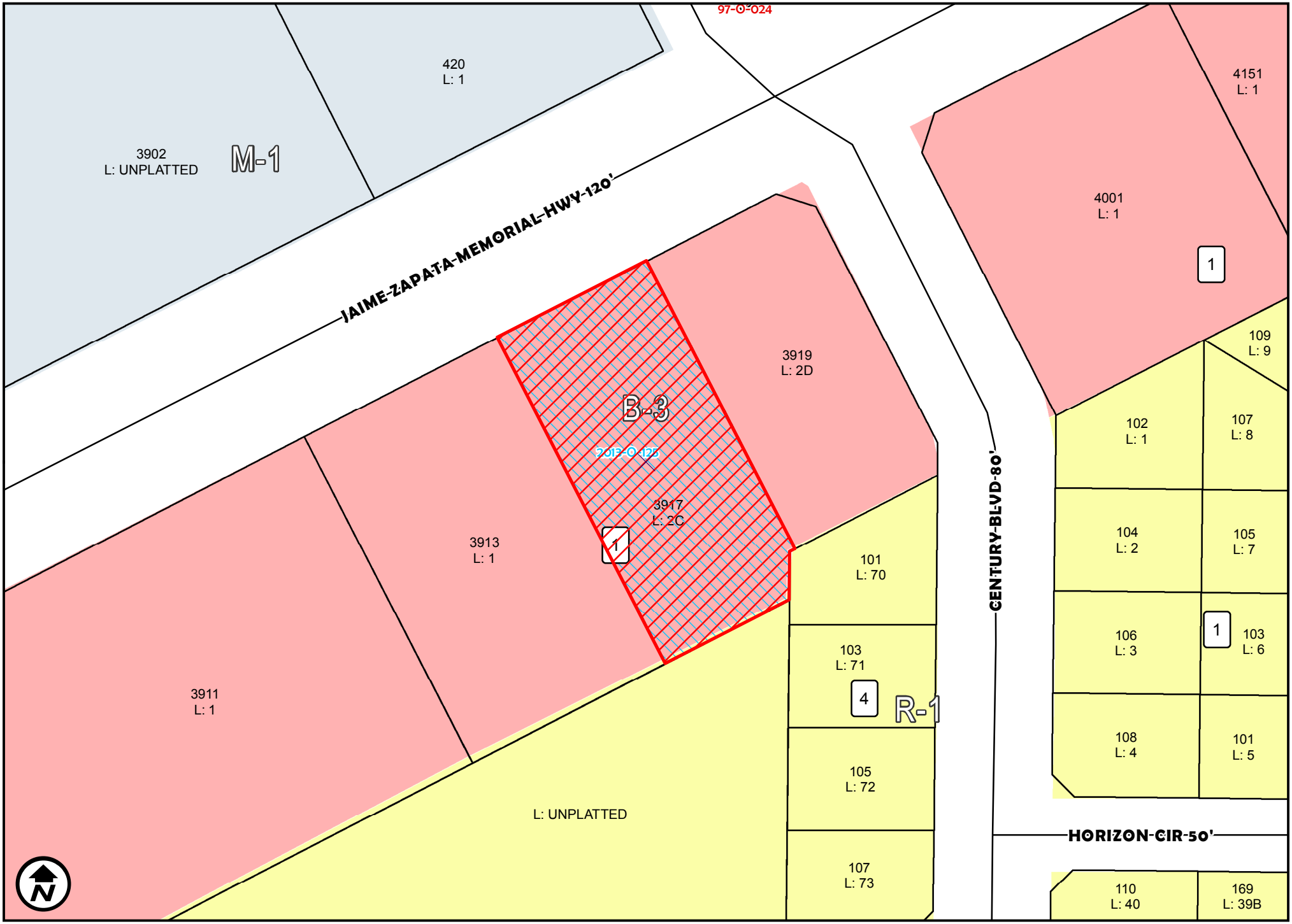
APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

AERIAL MAP
1 inch = 101 feet

ZC-19-2019
COUNCIL DISTRICT 1
3917 JAIME ZAPATA MEMORIAL HWY SUITES 1& 4

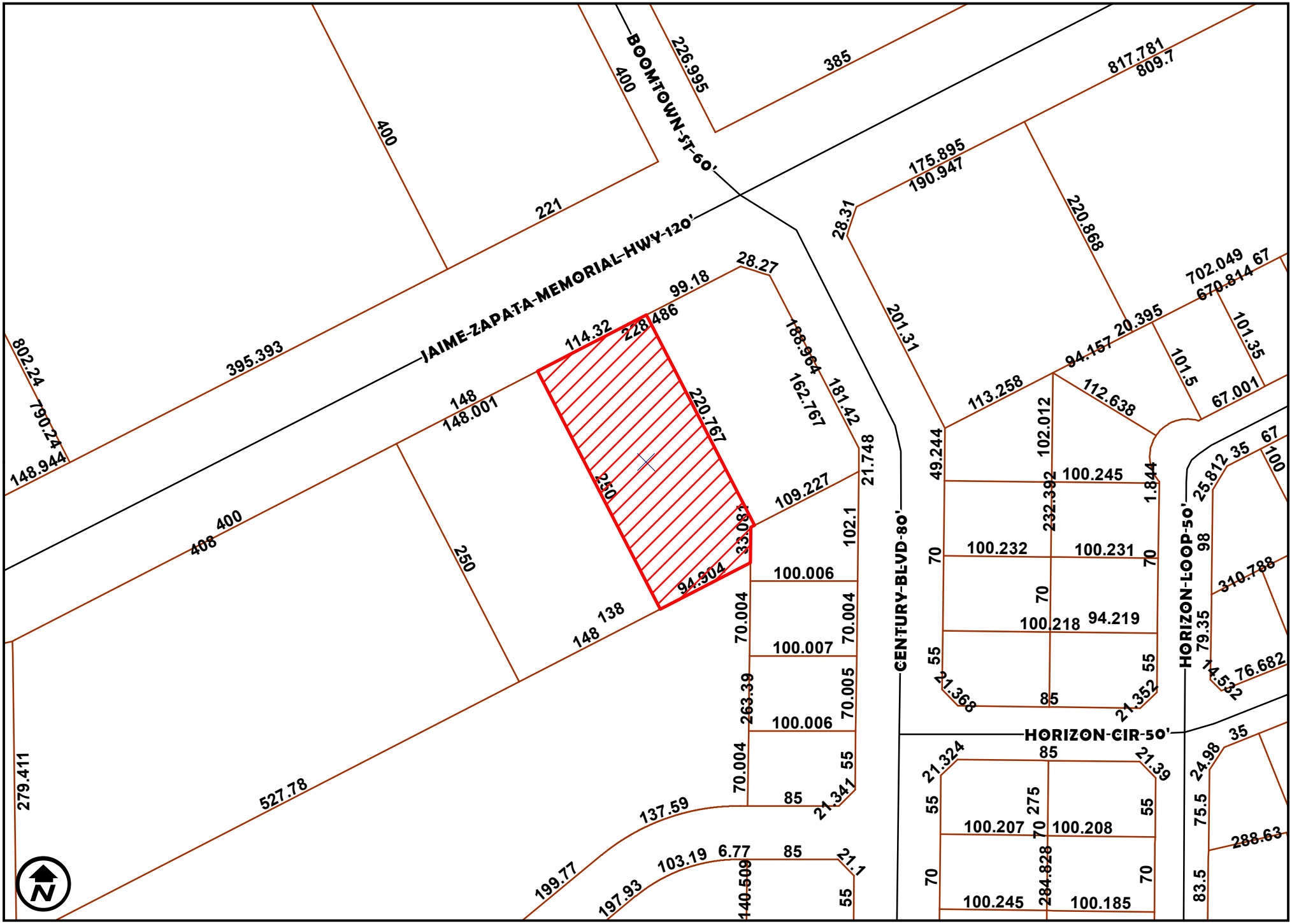
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> C.U.P. (CONDITIONAL USE PERMIT)



ZONING MAP
1 inch = 83 feet

ZC-19-2019
COUNCIL DISTRICT 1
3917 JAIME ZAPATA MEMORIAL HWY SUITES 1& 4

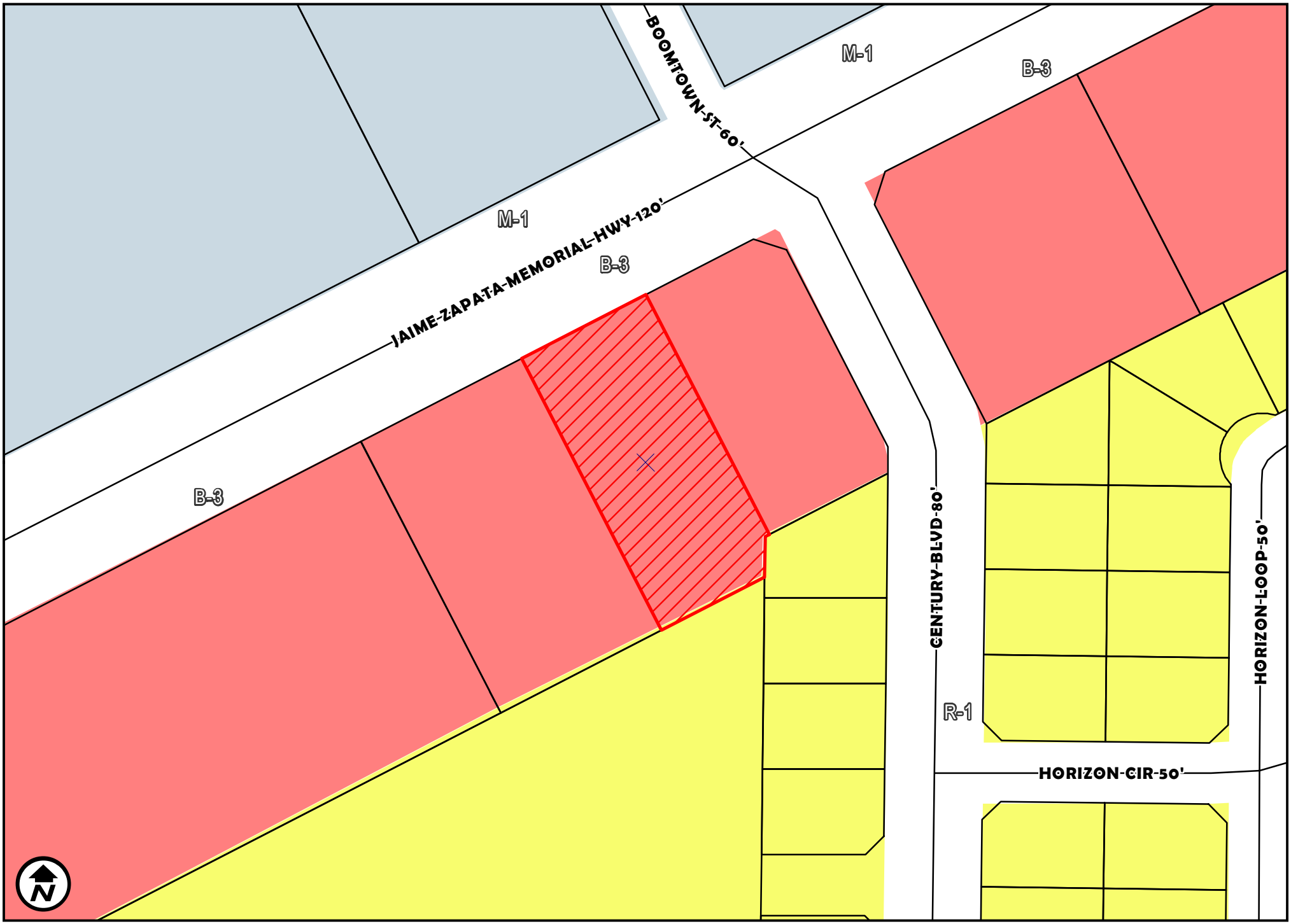
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> C.U.P. (CONDITIONAL USE PERMIT)



DIMENSIONS MAP
1 inch = 114 feet

ZC-19-2019
COUNCIL DISTRICT 1
3917 JAIME ZAPATA MEMORIAL HWY SUITES 1& 4

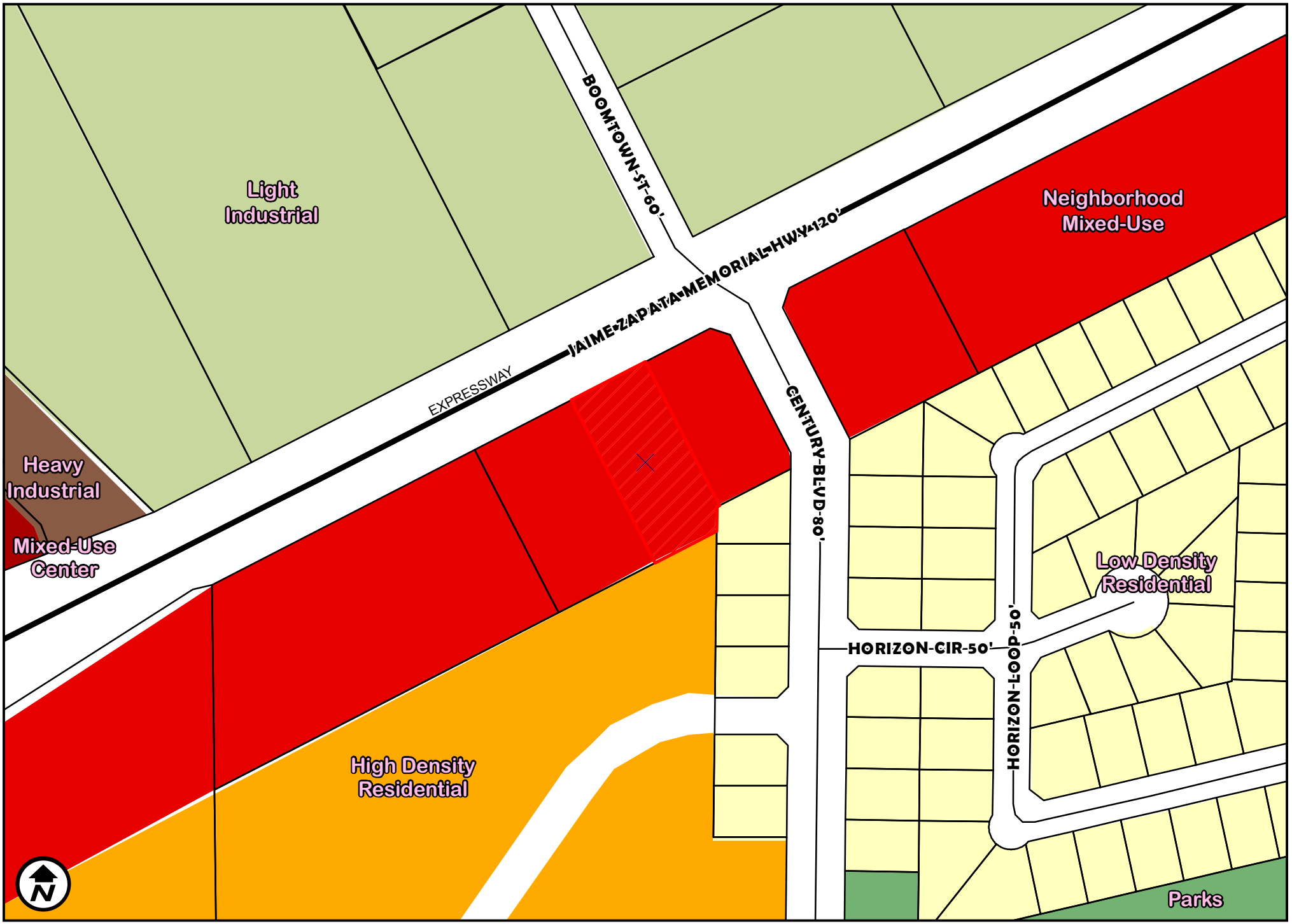
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> C.U.P. (CONDITIONAL USE PERMIT)



ZONING OVERVIEW
1 inch = 100 feet

ZC-19-2019
COUNCIL DISTRICT 1
3917 JAIME ZAPATA MEMORIAL HWY SUITES 1& 4

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> C.U.P. (CONDITIONAL USE PERMIT)



FUTURE LANDUSE MAP
1 inch = 167 feet

ZC-19-2019
COUNCIL DISTRICT 1
3917 JAIME ZAPATA MEMORIAL HWY SUITES 1& 4

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> C.U.P. (CONDITIONAL USE PERMIT)

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.

Neighborhood Mixed-Use

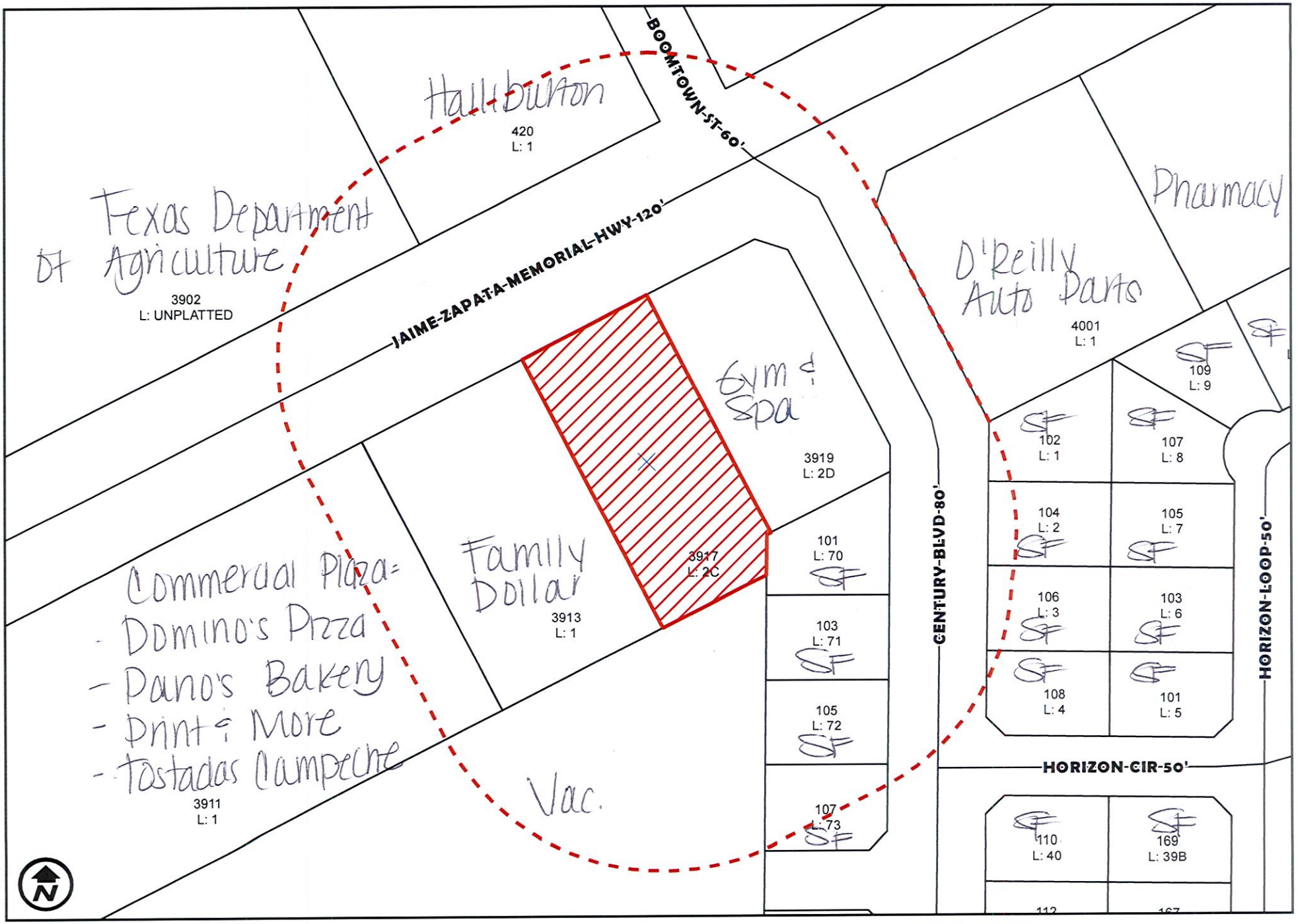
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use



200' NOTIFICATION
1 inch = 100 feet

ZC-19-2019
COUNCIL DISTRICT 1
3917 JAIME ZAPATA MEMORIAL HWY SUITES 1& 4

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> C.U.P. (CONDITIONAL USE PERMIT)

December 12, 2018

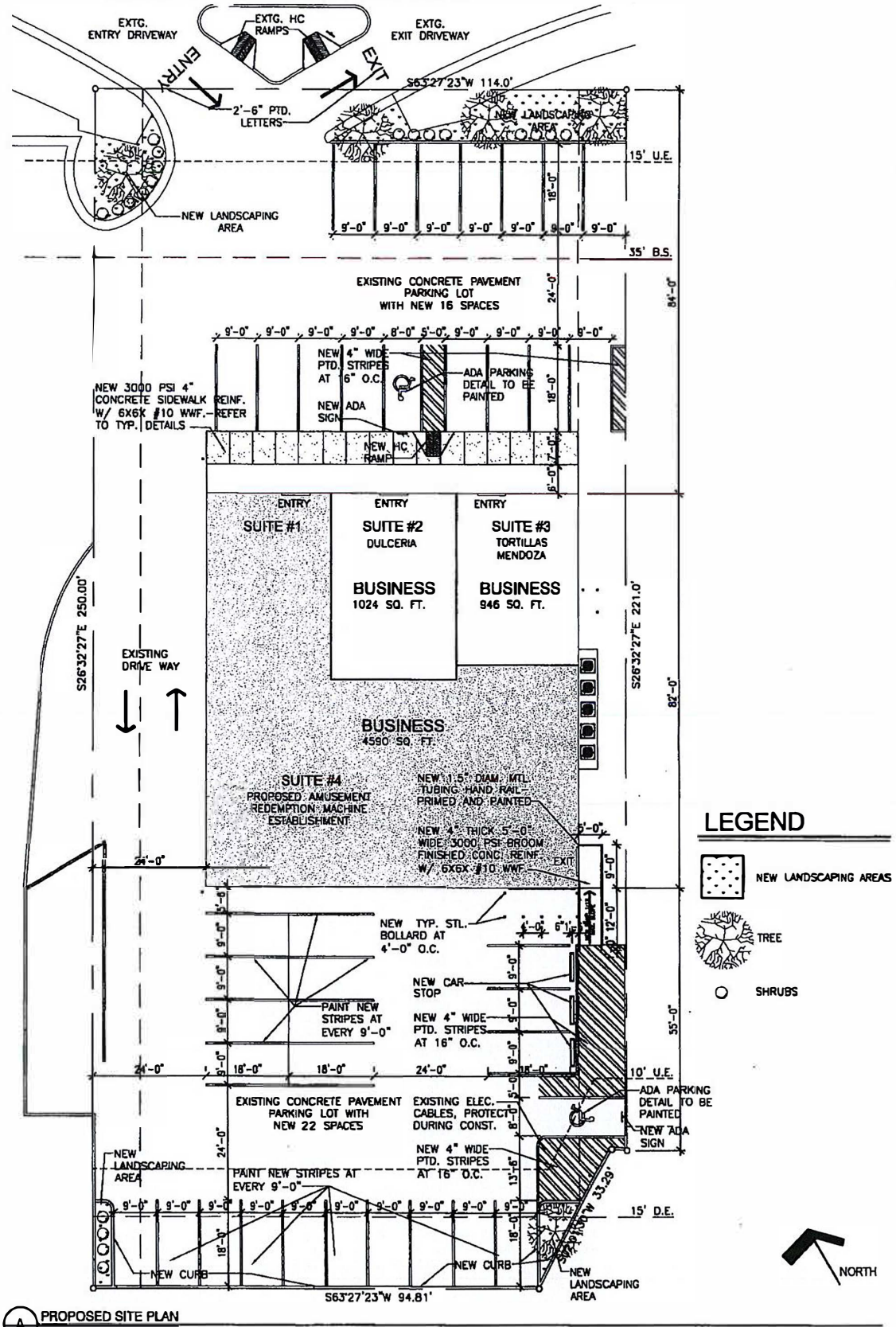
To: Planning & Zoning Department

My name is Alma D. Arellano owner of the business Arellano Properties, Inc. located in 3917 Jaime Zapata Memorial Hwy in the Lot Two (2C), Block One (1), Zaftex Subdivision, Phase II, situated in the City of Laredo, Webb County, Texas, according to replat thereof recorded in Volume 25, Page 10, Plat Records of Webb County, Texas. I am very interesting in doing an amendment to the Ordinance No. 2013-O-125 for a conditional permit (CUP) and remove Hui Li and add Mr. Manuel Alejandro Lara with the address 5118 Gallagher Apt.13, Laredo, Texas 78041 and phone number (956) 436-4451 to occupy suites 1 and 4 (4590 sq. ft.) for the exclusive use of Amusement Redemption Machine Establishment. The mentioned business will open from Monday to Thursday 8:00 a.m. to 11:00 p.m. and Friday to Sunday from 8:00 a.m. to 12:00 a.m. Mr. Lara will have 6 employees working in the establishment; he will serve appetitive and food for his clients. He will follow every single restriction written in the CUP in order to continue with his business.

Alma D. Arellano
10607 Mountain Cr.
Laredo, Texas, 78045
(956) 237-3537

EXHIBIT "A"

EXHIBIT "B"



A PROPOSED SITE PLAN 1"=20'

SHEET A1.0	DRAWN NPA	DATE 07.30.13	PROPOSED SITE PLAN	3917 Jaime Zapata Memorial Hwy. Laredo Texas. 78043 Lot 2C, Block 1 Zaftex Subdivision Phase II **Exhibit B**	REVISIONS:

ZC-19-2019
Lot 2C, Block 1, Zaftex Phase
3917 Jaime Zapata Memorial Highway,
Suites 1 and 4
CUP- Amusement Redemption Machine Establishment

TORTILLAS DE HARINA
LOS MENDOZA®
717-2560
THE SNACKS CORN HOUSE
(956) 712-9260
de Fruta Natural
OPEN
THE CORN HOUSE

ORDINANCE NO. 2013-O-125

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOT 2C, BLOCK 1, ZAFTEX SUBDIVISION, PHASE II, LOCATED AT 3917 JAIME ZAPATA MEMORIAL HIGHWAY, SUITES 1 & 4; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. (AS AMENDED)

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an amusement redemption machine establishment on Lot 2C, Block 1, Zaftex Subdivision, Phase II, located at 3917 Jaime Zapata Memorial Highway, Suites 1 & 4; 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 15, 2013; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional Use Permit; 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 September 16, 2013, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; 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 an amusement redemption machine establishment on Lot 2C, Block 1, Zaftex Subdivision, Phase II, located at 3917 Jaime Zapata Memorial Highway, Suites 1 & 4.

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

1. The C.U.P. shall be issued to Alma D. and Ricardo Arellano; and Hui Li, and is non-transferable.

2. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. The C.U.P. is restricted to Suites 1 & 4 and is limited to 4,590 square feet.
5. The C.U.P. is restricted to a maximum of 120 amusement redemption machines.
6. Signage is limited to that allowed in a B-3 District.
7. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
8. Banners and window signs are prohibited.
9. A seven (7) foot opaque fence shall be provided along the east side of the property abutting residential zones.
10. Provide parking spaces in compliance with the Laredo Land Development Code.
11. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
12. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
14. The facade of building shall be maintained in one uniform color.

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

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

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

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 7th DAY OF October, 2013.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

July 22, 2013

To: Planning & Zoning Department

Ms. Alejandrina Sanchez, IA AIA, HPO & CLG Planner,

Mi nombre es Alma Delia Arellano propietaria del edificio ubicado en 3917 Jaime Zapata Memorial Hwy en el Lot Two (2C), Block One (1), Zaftex Subdivision, Phase II, situated in the City of Laredo, Webb County, Texas, according to replat thereof recorded in Volume 25, Page 10, Plat Records of Webb County, Texas. Estoy interesada en adquirir un Permiso Condicional (CUP) para el Sr. Hui Li con direccion en 8510 Spring Valley Cir (917) 517-8753 para utilizar las unidades 1 y 4 para el uso exclusivo de maquinitas de juego el cual funcionara de 10am a 2am los 7 dias de la semana (Lunes a Domingo) y con capacitacion de aproximadamente 100 a 120 maquinas de juego cubriendo 30 espacios para estacionamiento en el lado sur y poniente del local. En el negocio se dara comida y aperitivos a los clientes. El Sr. Li esta dispuesto a seguir todas las restricciones en orden para evitar problemas de ningun tipo.

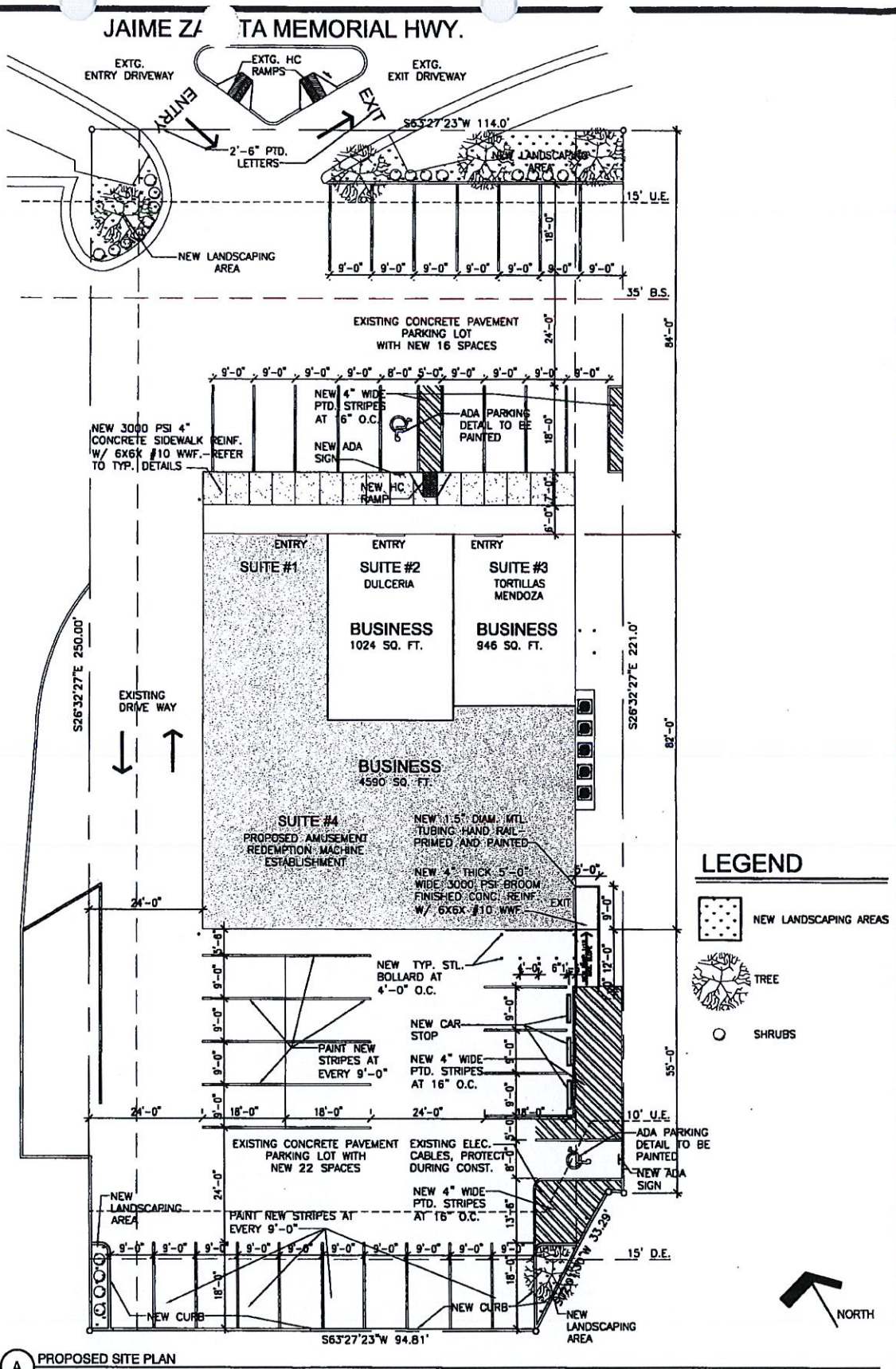
Alma D Arellano

10607 Mountain Cr

Laredo, Tx 78045

(956) 237-3537

Exhibit A



A PROPOSED SITE PLAN
1"=20

SHEET A1.0

DRAWN NPA

DATE 07.30.13

PROPOSED SITE PLAN

3917 Jaime Zapata Memorial Hwy.
Laredo Texas. 78043
Lot 2C, Block 1
Zaftex Subdivision Phase II

Exhibit B

REVISIONS:

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2013-O-125
10/07/13	Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 2C, Block 1, Zaftex Subdivision, Phase II, located at 3917 Jaime Zapata Memorial Highway, Suites 1 & 4; providing for publication and effective date. (As Amended) ZC-54B-2013

Initiated by:	Staff source:
Alma D. and Ricardo Arellano/Owners Hui Li/Lessee	Horacio De Leon, Asst. City Manager Nathan R. Bratton, Planning Director

Prior action: This item was introduced by the Honorable Roque Vela, Jr. at the regular meeting of September 16, 2013.

BACKGROUND

Council District: I – The Honorable Mike Garza

Proposed use: Amusement redemption machine establishment

Site: Commercial Plaza including Los Mendoza, Zapata's Snack and Mobile Addition

Surrounding land uses: The properties to the north include the Texas Department of Agriculture and Halliburton. The properties to the east include a vacant lot, O'Reilly Auto Parts, Ambulatory Center and medical offices. The properties to the west include Family Dollar, Yogurt Place, Pano's Bakery, Print & More Embroidery and Laredo Country Store. The properties to the south include single-family residential and vacant undeveloped land.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Jaime Zapata Memorial Highway as an Expressway.

Letters sent to surrounding property owners: 16 In Favor: 0 Opposed: 2

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Amusement Redemption Machine Establishments in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-3. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (3): Conditional Use Permit Application Submittal Criteria states that "Applications for properties currently zoned, B-1, B-1R, CBD, B-3, or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

(Continued on next page...)

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in an **8** to **0** vote, recommended **approval** of the conditional use permit.	Staff **does not support** the proposed conditional use permit.

COUNCIL COMMUNICATION

IMPACT ANALYSIS

Staff does not support the issuance of the proposed conditional use permit at this location for the following reasons:

Is this CUP contrary to the established land use pattern?
Yes. The established land use pattern is light commercial, office and single-family residential on this side of Jaime Zapata Memorial Highway.

Would this CUP create an isolated zoning district use unrelated to surrounding districts?
Yes. The proposed use of Amusement Redemption Machine Establishment is not in conformance with the Comprehensive Plan's Future Land Use's designation for the area as Light Commercial.

Will issuance of a CUP adversely influence living conditions in the neighborhood?
Yes, introduction of a heavy commercial use would most likely cause an increase in traffic and may introduce more intense and incompatible uses into this area. If the business is open during evening hours, the noise and activity may also have a negative effect on the neighborhood.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
No, the existing district allows for sufficient commercial uses. However, a B-4 is required for Amusement Redemption Machine Establishment or a CUP if in a B-3.

Should the Commission wish to recommend in favor of the request, staff suggests the following conditions:

1. The C.U.P. shall be issued to Alma D. and Ricardo Arellano; and Hui Li, and is nontransferable.
2. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. The C.U.P. is restricted to Suites 1 & 4 and is limited to 4,590 square feet.
5. The C.U.P. is restricted to a maximum of 120 amusement redemption machines.
6. Signage is limited to that allowed in a B-3 District.
7. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
8. Banners and window signs are prohibited.
9. A seven (7) foot opaque fence shall be provided along the east side of the property abutting residential zones.
10. Provide parking spaces in compliance with the Laredo Land Development Code.
11. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
12. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
14. The facade of building shall be maintained in one uniform color.

City Council-Regular **25.**

Meeting Date: 03/18/2019

Staff Source: Rosario Cabello, Co-Interim City Manager

Staff Source: Ana Villareal, Planner II

Initiated by: Encarnacion Guerra, Owner;
Las Bracitas LLC/
Christopher Lozano, Applicant

Prior Action: This item was introduced by the Honorable Nelly Vielma, at the regular Council meeting of February 19, 2019.

SUBJECT:

2019-O-033 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Jacaman Ranch Subdivision, located at 6402 N. Bartlett Ave., Suite 2; providing for publication and effective date.

ZC-16-2019
District V

BACKGROUND:

Council District: V- The Honorable Nelly Vielma

Proposed use: Restaurant Serving Alcohol

Site: Site is an existing restaurant operating on a commercial plaza.

Surrounding land uses: North of the site are multi-family residential uses and Lifeline Ambulance. South of the site, across, Jacaman Rd., is Rock Fitness, Med Spa, Metro PC and ProMega Signs. East of the site are single family residential uses. West of the site are multi-family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes part of this tract as Neighborhood Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan has designated Jacaman Rd. as a Major Collector.

Letters sent to surrounding property owners: 34 In Favor: 1 Opposed: 0

STAFF COMMENTS:

A Special Use Permit (S.U.P.) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc

Staff does not support the proposed Special Use Permit for the following reason:

1. The property does not comply with the minimum distance separation distance of three hundred (300) feet a residential structure and residential zoning district as required by the Laredo Land Development Code.

   Nearest residential district: 174.61'
   Nearest residential use: 243.09'

2. The proposed use is in compliance with the Comprehensive Plan's designation for this property as Neighborhood Mixed Use and the use is appropriate along a major collector ,

P&Z RECOMMENDATION:

The Planning & Zoning Commission in a 5 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION:

Staff does not support the proposed Special Use Permit.

IMPACT ANALYSIS

Should the Commission recommend approval of the proposed SUP, staff suggests the following conditions:

1. The Special Use Permit is issued to Encarnacion A. Guerra, Owner; and Las Bracitas LLC and Christopher Lozano., Applicant, for a restaurant serving alcohol, and is non-transferable.
2. The Special Use Permit is restricted to approx. 1,250 S.F. as per the site plan, Exhibit "B", which is made part hereof for all purposes.
3. Hours of operation shall be Monday through Sunday from 11 a.m. to 1:00 a.m as per Exhibit "A".
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance.
6.Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
7. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
8. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction

or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
9. The restaurant shall undergo an annual Fire Inspection.
10. 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 Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
11. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
12. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
13. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
14. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
15. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
16. The restaurant shall maintain and comply with the Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
17. The restaurant shall provide the City of Laredo Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Attachments

Ordinance 2019-O-033-ZC-16-2019

Maps

Land Use Equivalents Chart

Survey and Exhibits

Pictures

ORDINANCE NO. 2019-O-033

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, JACAMAN RANCH, LOCATED AT 6402 N. BARTLETT AVE.. SUITE 2; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to authorize a Special Use Permit for a Restaurant Serving Alcohol on Lot 1, Block 1, Jacaman Ranch, located at 6402 N. Bartlett Ave., Suite 2; 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 January 17, 2019, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** 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 February 18, 2019, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; 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 authorizing a Special Use Permit for a Restaurant Serving Alcohol on Lot 1, Block 1, Jacaman Ranch, located at 6402 N. Bartlett Ave., Suite 2.

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 Encarnacion A. Guerra, Owner; and Las Bracitas LLC and Christopher Lozano., Applicant, for a restaurant serving alcohol, and is non-transferable.
2. The Special Use Permit is restricted to approx. 1,250 S.F. as per the site plan, Exhibit “A”, which is made part hereof for all purposes.

3. Hours of operation shall be Monday through Sunday from 11 a.m. to 1:00 a.m as per Exhibit "B".
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance.
6.Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
7. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
8. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
9. The restaurant shall undergo an annual Fire Inspection.
10. 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 Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
11. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
12. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
13. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
14. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
15. Owner shall provide parking spaces in compliance with Section 24.78 and 24.78.3 of the Laredo Land Development Code, for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, as required by ordinance.
16. The restaurant shall maintain and comply with the Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
17. The restaurant shall provide the City of Laredo Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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 Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, 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 and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

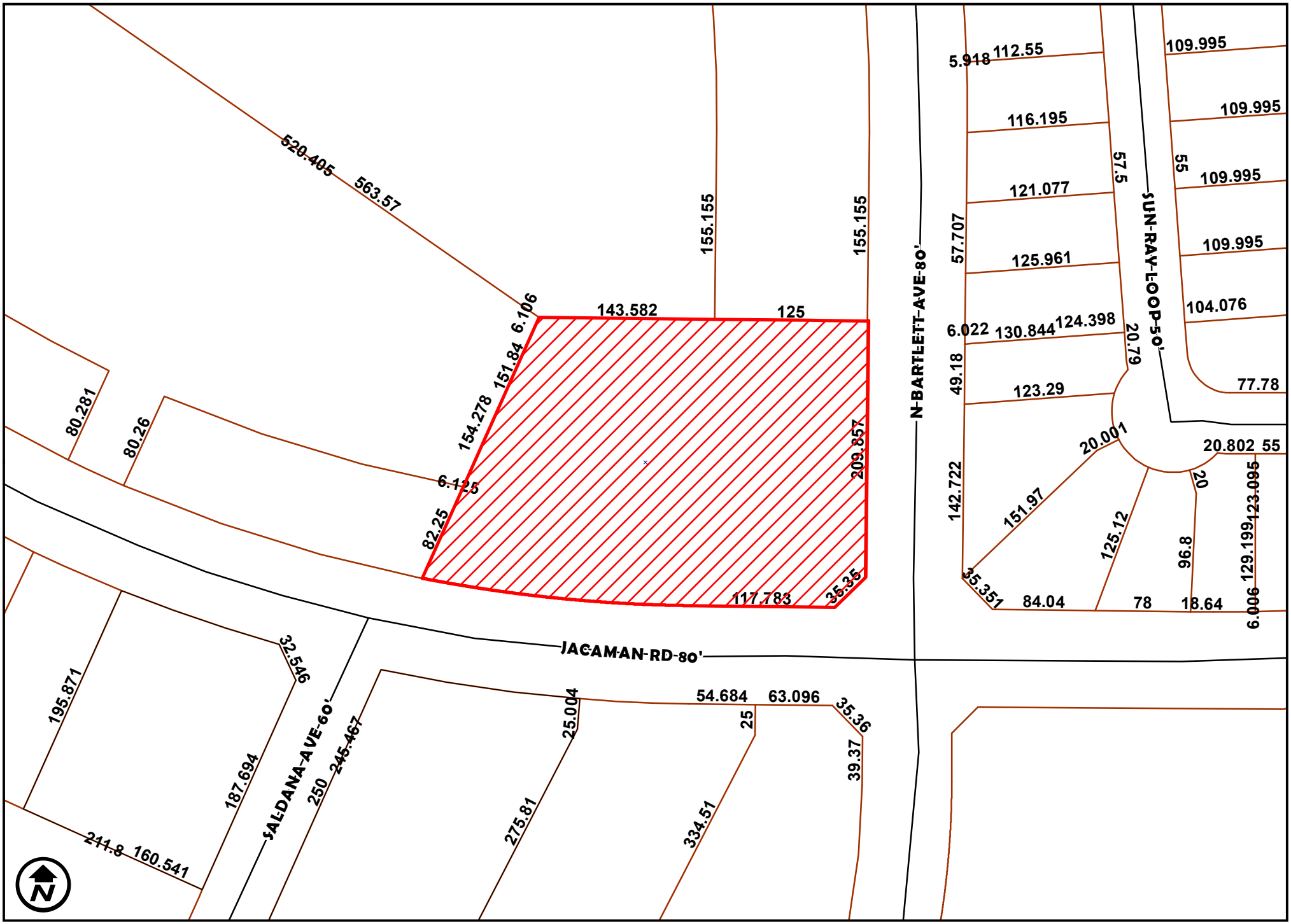
APPROVED AS TO FORM:

_____
KRISTIN K. LAUREL HALE
CITY ATTORNEY

AERIAL MAP
1 inch = 100 feet

ZC-16-2019
COUNCIL DISTRICT 5
6402 N BARTLETT AVE

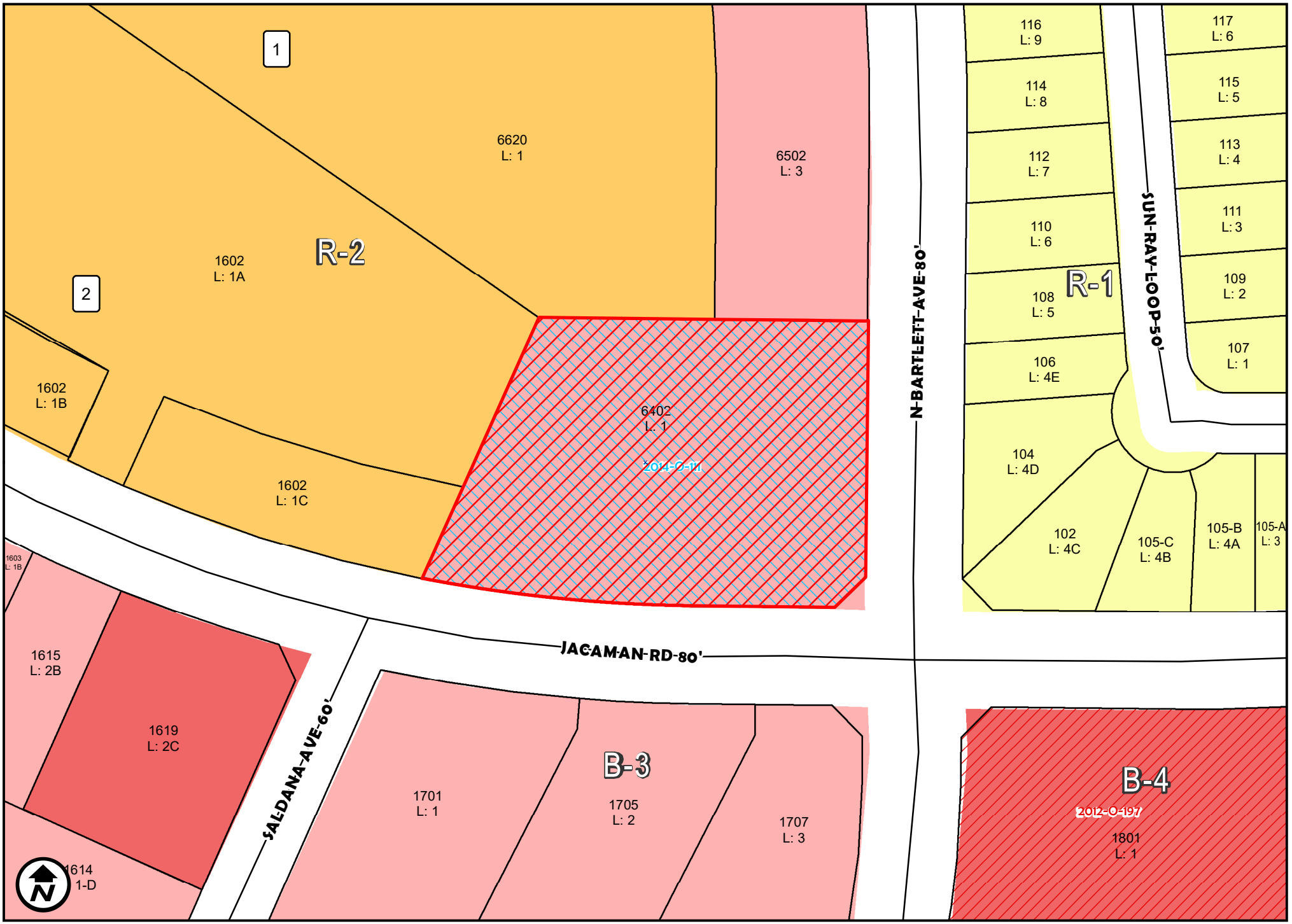
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



DIMENSIONS MAP
1 inch = 100 feet

ZC-16-2019
COUNCIL DISTRICT 5
6402 N BARTLETT AVE

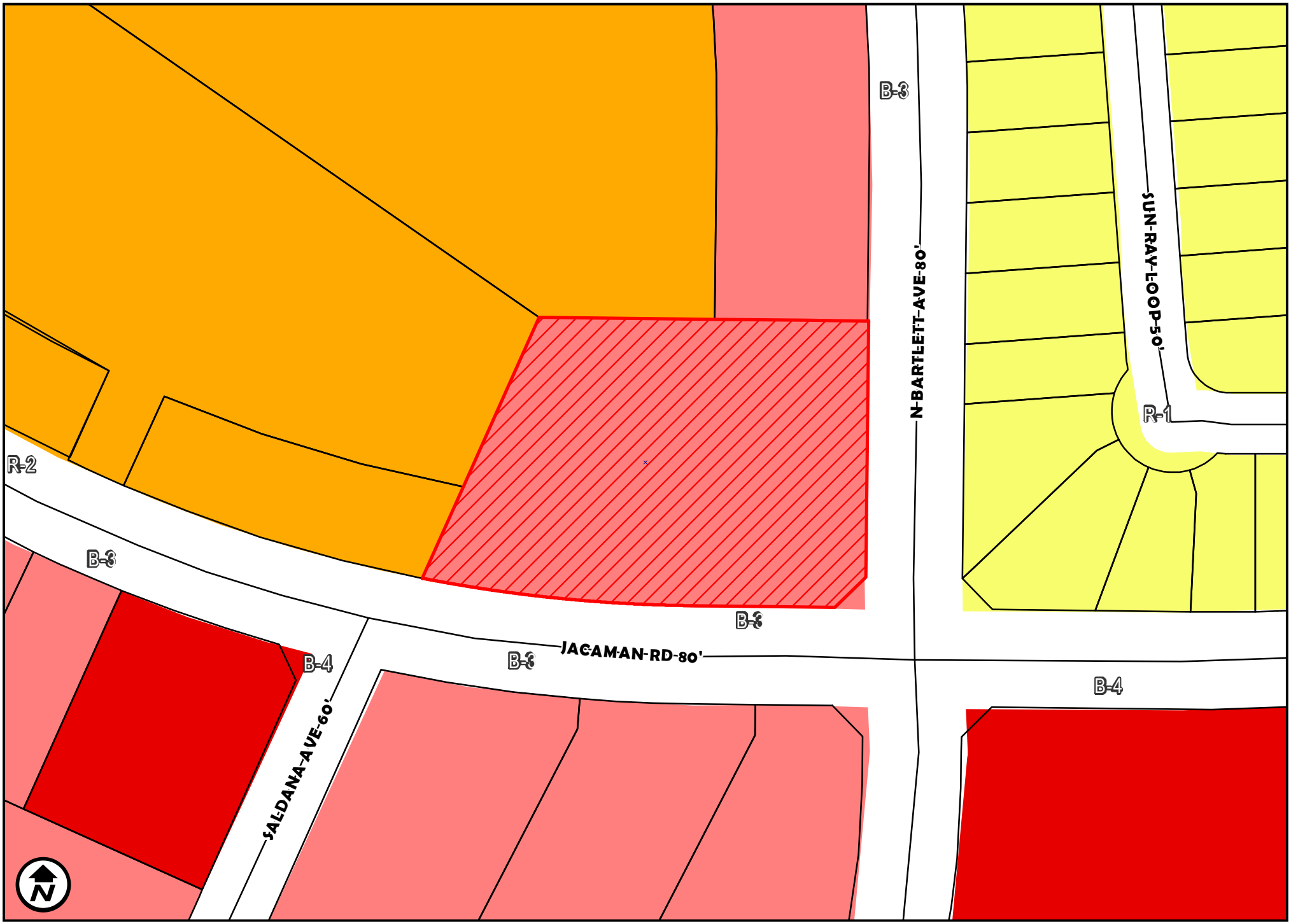
APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



ZONING MAP
1 inch = 100 feet

ZC-16-2019
COUNCIL DISTRICT 5
6402 N BARTLETT AVE

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



ZONING OVERVIEW
1 inch = 100 feet

ZC-16-2019
COUNCIL DISTRICT 5
6402 N BARTLETT AVE

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
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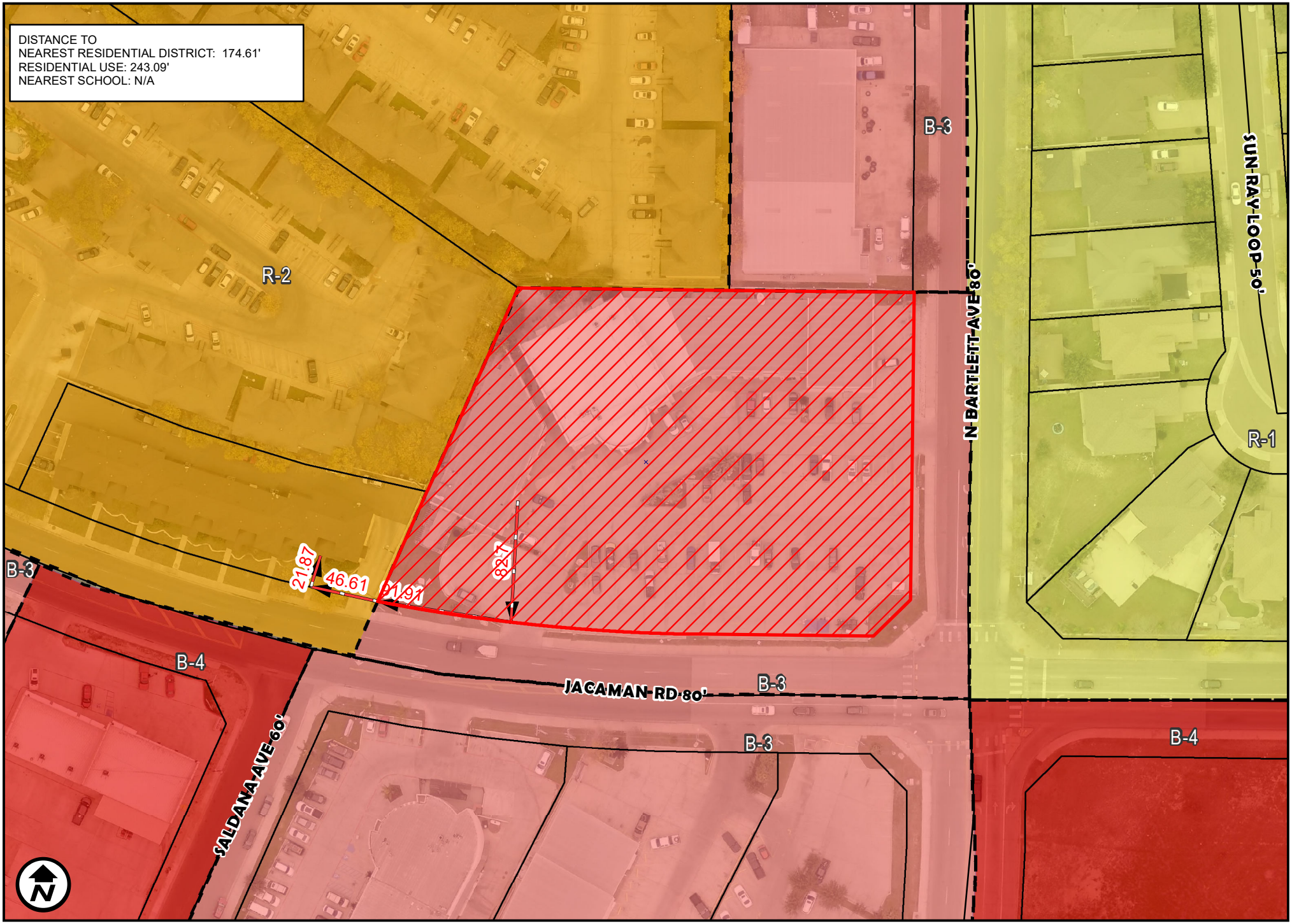
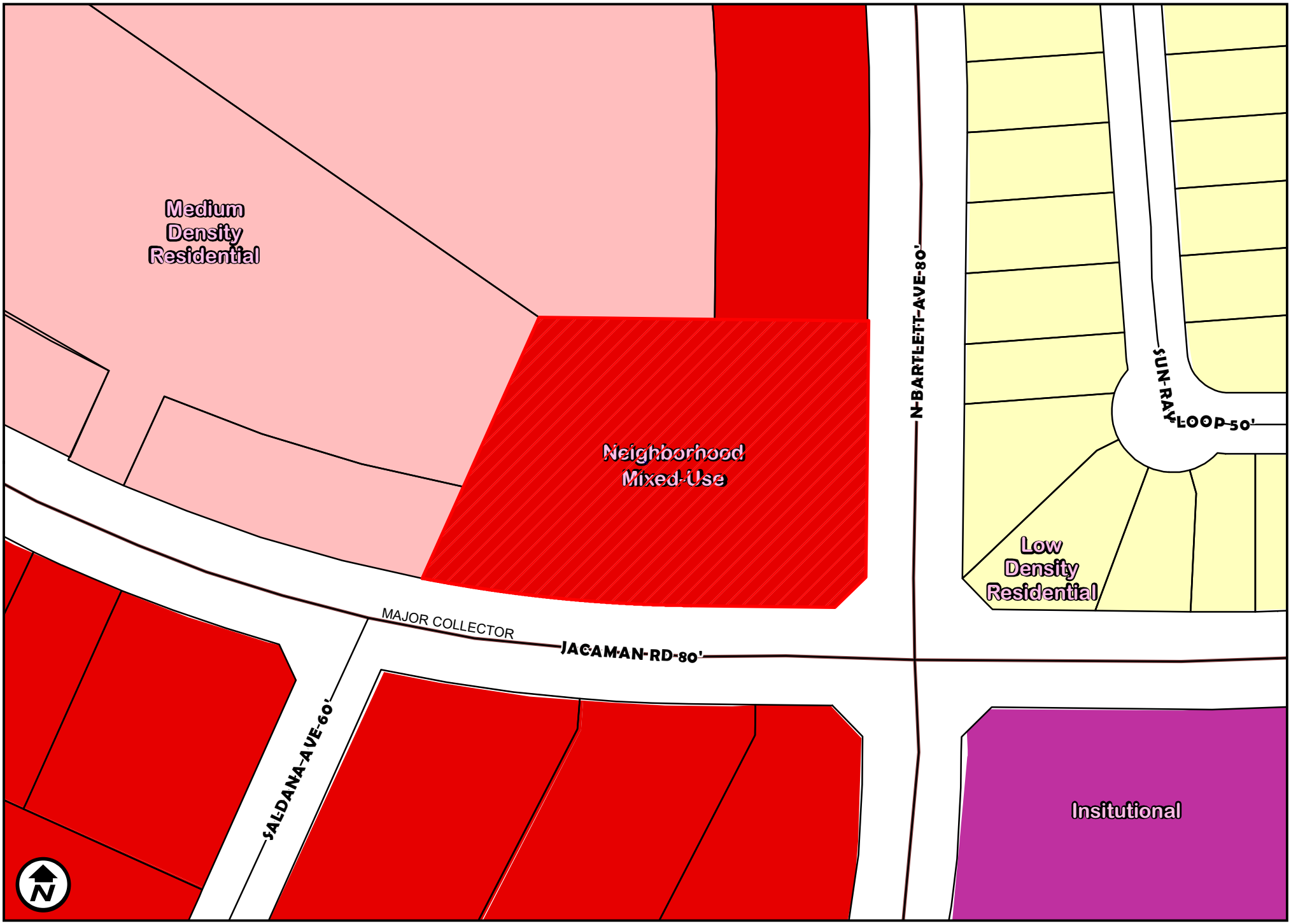


MEASUREMENTS
1 inch = 83 feet

ZC-16-2019
COUNCIL DISTRICT 5
6402 N BARTLETT AVE

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)



FUTURE LANDUSE MAP
1 inch = 100 feet

ZC-16-2019
COUNCIL DISTRICT 5
6402 N BARTLETT AVE

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.

Neighborhood Mixed-Use

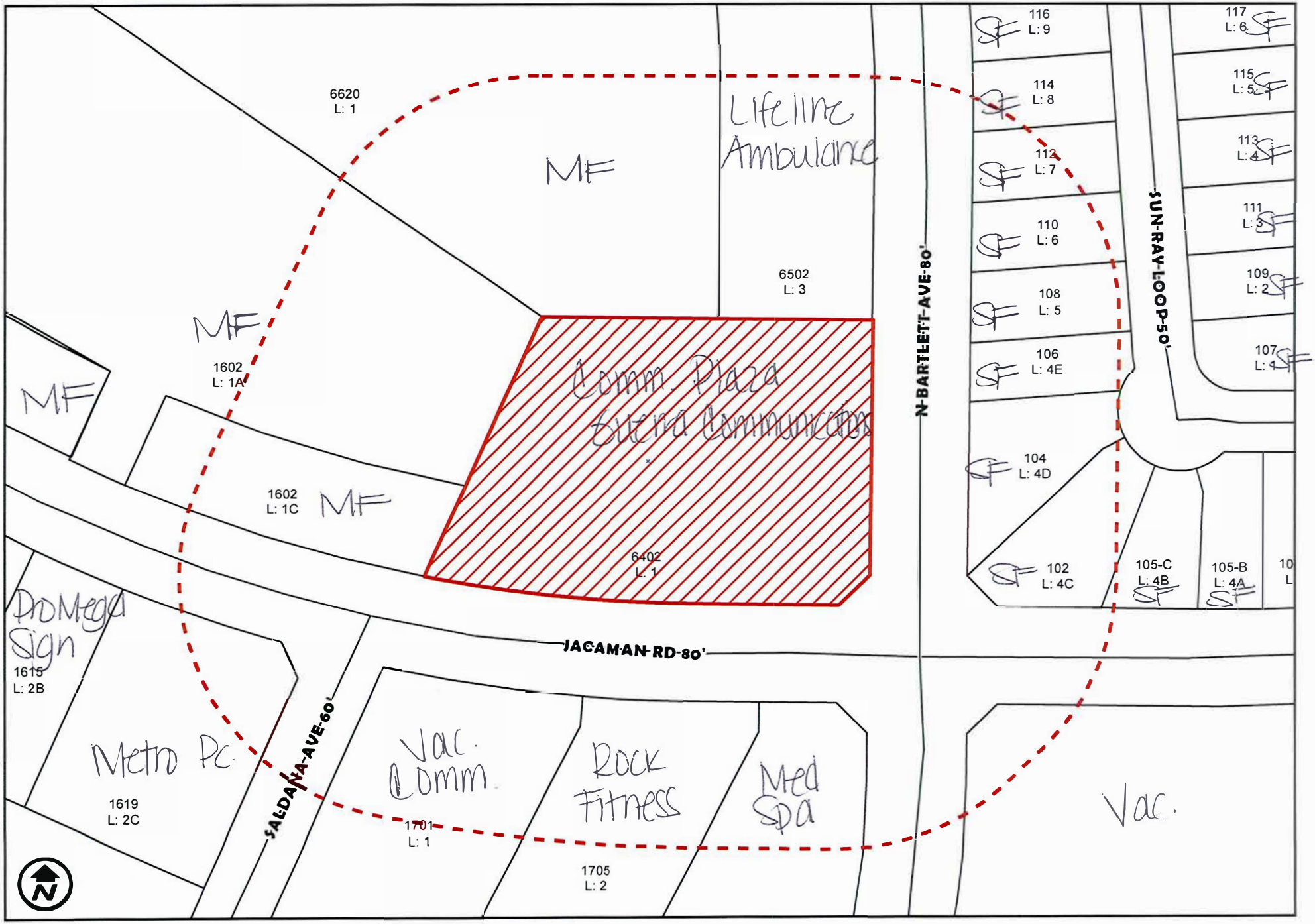
- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use



200' NOTIFICATION
1 inch = 100 feet

ZC-16-2019
COUNCIL DISTRICT 5
6402 N BARTLETT AVE

APPLICATION FOR
B3 (COMMUNITY BUSINESS DISTRICT)
-> S.U.P. (SPECIAL USE PERMIT)

Special Use Permit (SUP)

Encarnacion A Guerra

Christopher Lozano & Esteban Lozano

Las Bracitas Llc

Las Bracitas is located at 6402 N Bartlett Ave Ste # 2 it is currently open from Monday To Sunday hours of operation 11am to 1am with 4 employees. Family atmosphere 100% We are applying for the Beer & Wine Permit to provide our customers with another option To enjoy our Mexican dishes inside or outside our beautiful Gated Patio.

We hope you will consider approving our request for the SUP at this location.

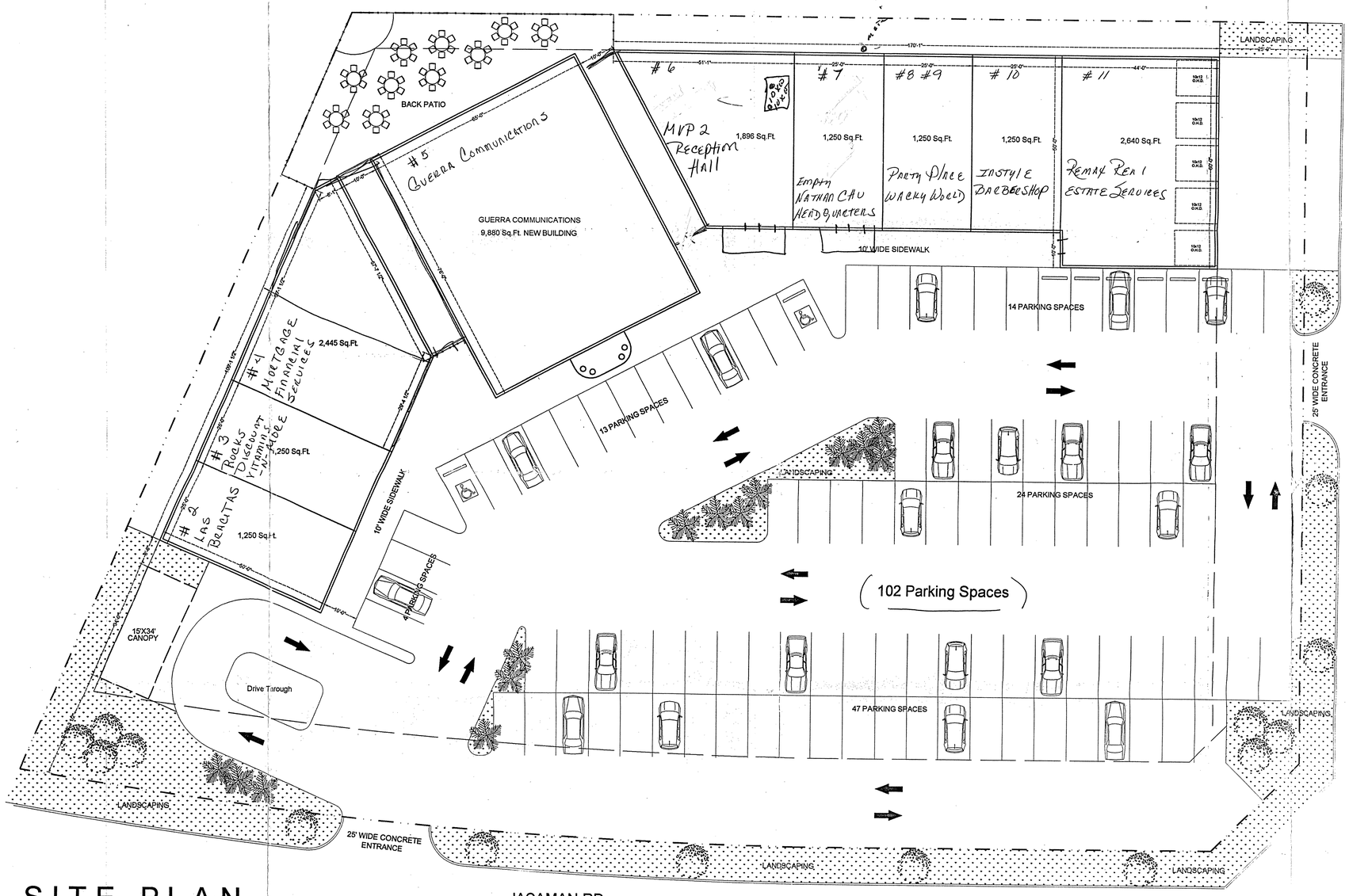
Thank You

Encarnacion A Guerra/Owner

Christopher Lozano/Esteban Lozano Las Bracitas Llc

EXHIBIT "A'

TREES - 40
UNITS - 2 - 11



SITE PLAN

SCALE 1/16" = 1'-0"

23,111 SQ.FT. TOTAL CONSTRUCTION AREA

6402 N. BARTLETT

EXHIBIT "B"

surface
space development and design
817 North Creek Dr., Laredo, Tx. 78041
ph(956) 740.4899
DESIGN BY.
R.R.P.
DRAW BY.
REVISED BY.

Note:
Due care and effort has been taken into the design of these plans, however because of the inability of providing any personal and/or on site supervision or control over the actual construction, SURFACE does not and hereby does not assume any responsibility for consequential damages, structural failures, due to any deficiencies, omissions, or error in the design.

REVISION #1 12/10/04
REVISION #2 12/13/04
NOTES & REVISIONS.

TRIPLE J & L CONSTRUCTION, Inc.
1616 Calle del Norte #48
Laredo, Tx. 78041
(956) 722-7791
GENERAL CONTRACTOR.

GUERRA COMMUNICATIONS
JOB NAME.
OWNER.
LEGAL DESCRIPTION.

site plan
PLAN NAME.
december 2004
DATE LAST REVISION.
as show
SCALE.
SHEET NO. SP.1

ZC-16-2019
Lot 1, Block 1, Jacaman Ranch
6402 N. Bartlett Ave.
SUP- Restaurant Serving Alcohol.

City Council-Regular **26.**

Meeting Date: 03/18/2019

Staff Source: Rosario Cabello, Co-Interim City Manager

Staff Source: Ana Villareal, Planner II

Initiated by: Luiz Guzman and Rebeca Guzman, Owner/ Applicant

Prior Action: This item was introduced by the Honorable Robert Balli at the regular Council meeting of February 19, 2019.

SUBJECT:

2019-O-034 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block 519, Western Division, located at 1902 W. Anna Ave., from R-3 (Mixed Residential District) to B-1 (Limited Business District); providing for publication and effective date.

ZC-17-2019
District VIII

BACKGROUND:

Council District: VIII - The Honorable Roberto Balli

Proposed use: Commercial Parking Lot (which requires a B-3. Applicant will have to apply for a C.U.P. to operate the proposed use).

Site: The property is currently used to store vehicles.

Surrounding land uses: North and east of the site are single family residential uses and multi-family residential uses. West of the site are single family residential uses and manufactured housing. South of the site are single family residential uses, manufactured housing and Dovalina Elementary School.

Comprehensive Plan: The Future Land Use Map recognizes this area as High Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan has no designation for W. Anna Ave.

Letters sent to surrounding property owners: 32 In Favor: 0 Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed district is compatible with the Comprehensive Plan's designation for the area as High Density Residential (including R-3, R-2, B-1R, **B-1**, R-O)
2. The property complies with the required Lot size of for a B-1 Zoning District. (Minimum Lot Width of 46')

Note: The proposed use (commercial parking lot) will require the approval of a Conditional Use Permit to operate the proposed use.

P&Z RECOMMENDATION:

The Planning & Zoning Commission in a 5 to 0 vote, recommended approval of the Zone Change.

STAFF RECOMMENDATION:

Staff supports the proposed zone change .

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
Yes, there are no other commercial uses within proximity.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, this section of W. Anna Ave. is primarily low density residential uses.

Will this change adversely influence living conditions in the neighborhood?
The propose use will likely introduce a range of new uses into the established residential neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zoning district does not permit commercial uses.

*** Uses allowed in a B-1 District include but are not limited to the following:**

- Department Store
- Used Auto Supply Part Store(no on-site salvage)
- Minor Repair Garage
- Auto Wrecker Service (Gas station)
- Offices (Professional)
- Check Cashing Agencies
- Appliance Repair
- Restaurant

- Convenience Store (Drive Through)
- Furniture Sales (Indoor)

Refer to the attached Section 24.83 Permitted Uses for a list of allowed uses in B-1 Zoning District.

Attachments

Ordinance 2019-O-034-ZC-17-2019
Maps
Land Use Equivalents Chart
Permitted Uses
Survey
Pictures

ORDINANCE NO. 2019-O-034

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 6, BLOCK 519, WESTERN DIVISION, LOCATED AT 1902 W. ANNA AVE., FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 6, Block 519, Western Division, located at 1902 W. Anna Ave. from R-3 (Mixed Residential District) to B-1 (Limited Commercial District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 17, 2019, 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 February 18, 2019, 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 rezoning the Lot 6, Block 519, Western Division, located at 1902 W. Anna Ave., from R-3 (Mixed Residential District) to B-1 (Limited Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

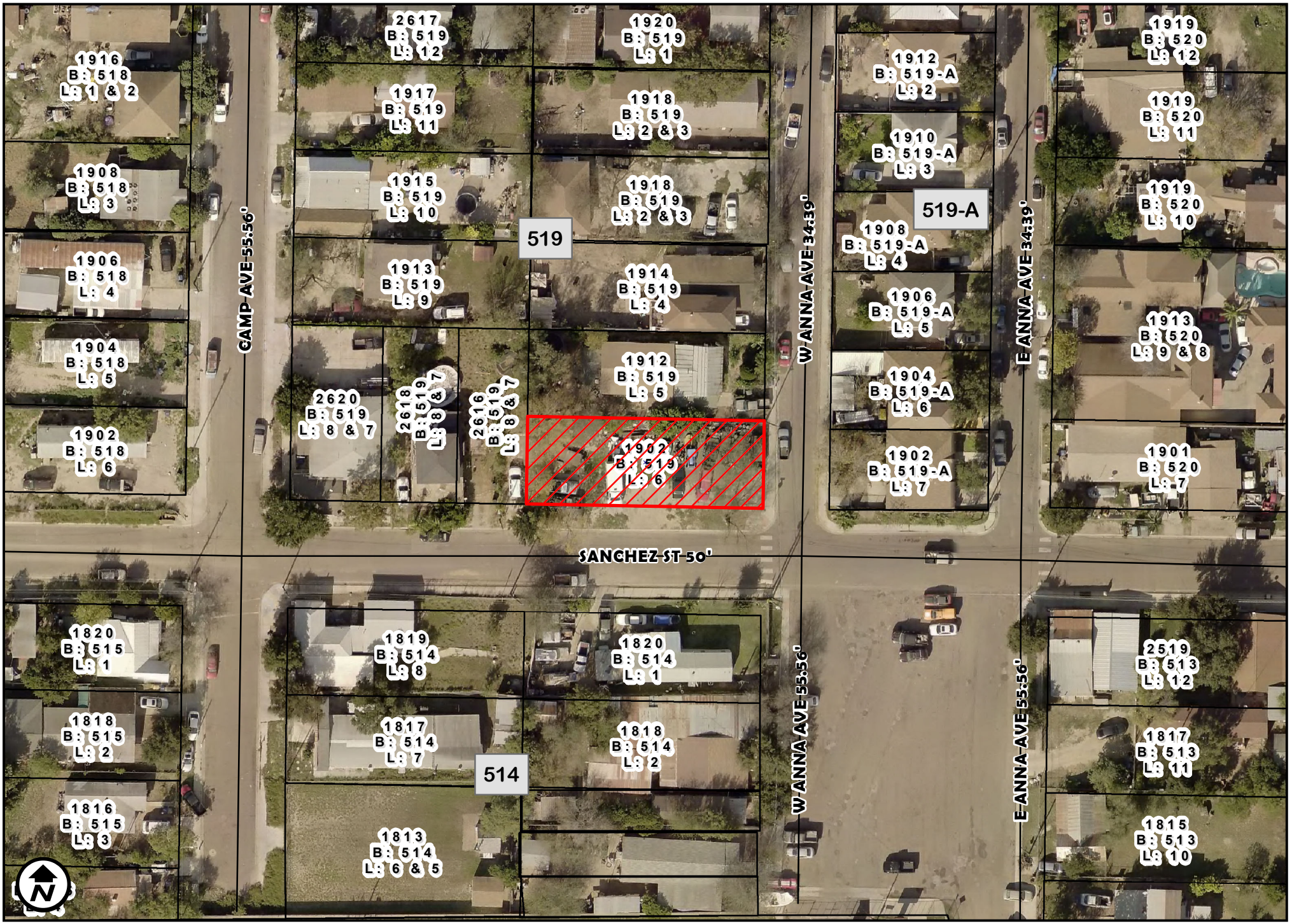
_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

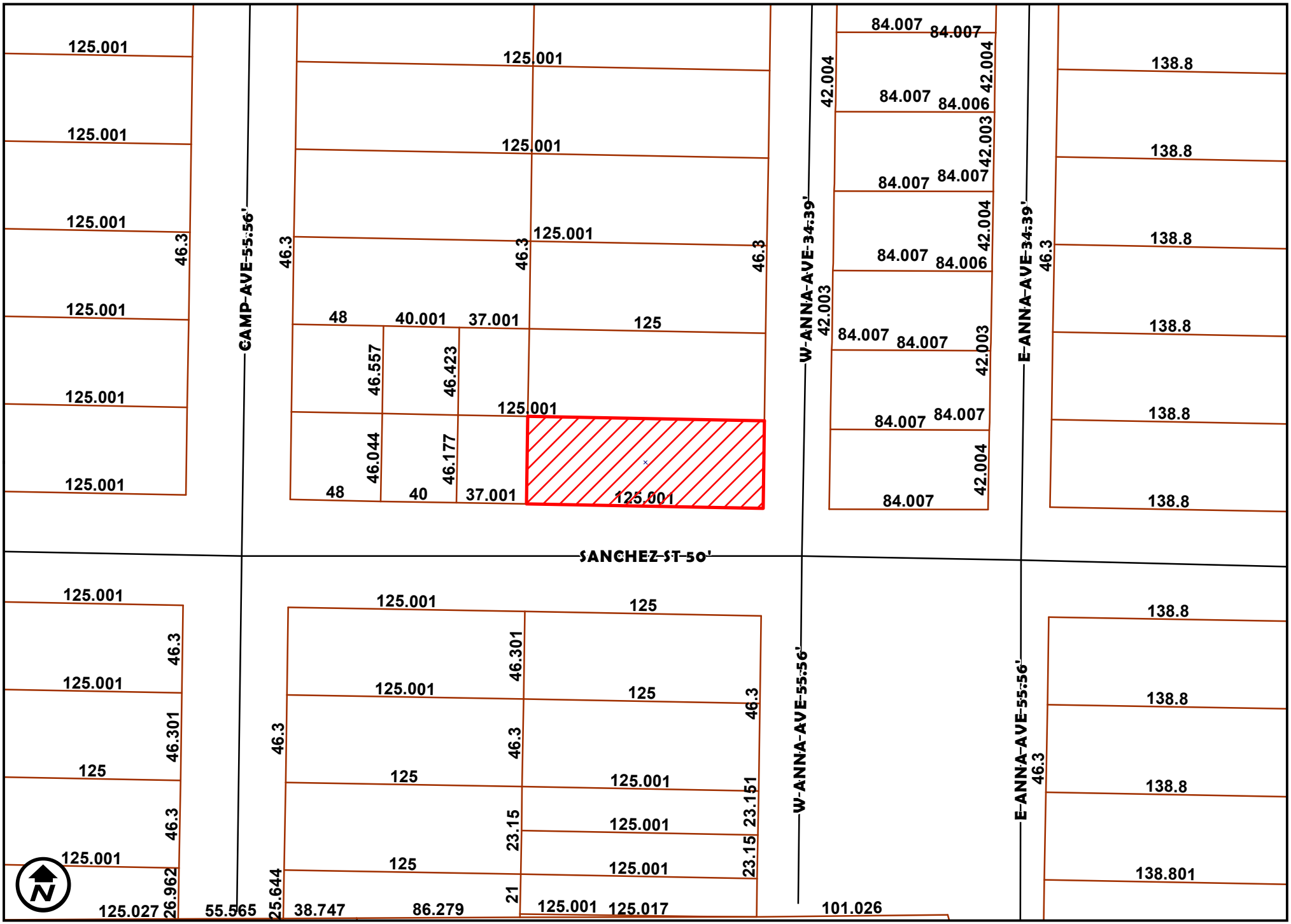
_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 65 feet

ZC-17-2019
COUNCIL DISTRICT 8
1902 W ANNA ST

APPLICATON FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B1 (LIMITED COMMERCIAL DISTRICT)



DIMENSIONS MAP
1 inch = 65 feet

ZC-17-2019
COUNCIL DISTRICT 8
1902 W ANNA ST

APPLICATON FOR
R3 (MIXED RESIDENTIAL DISTRICT)
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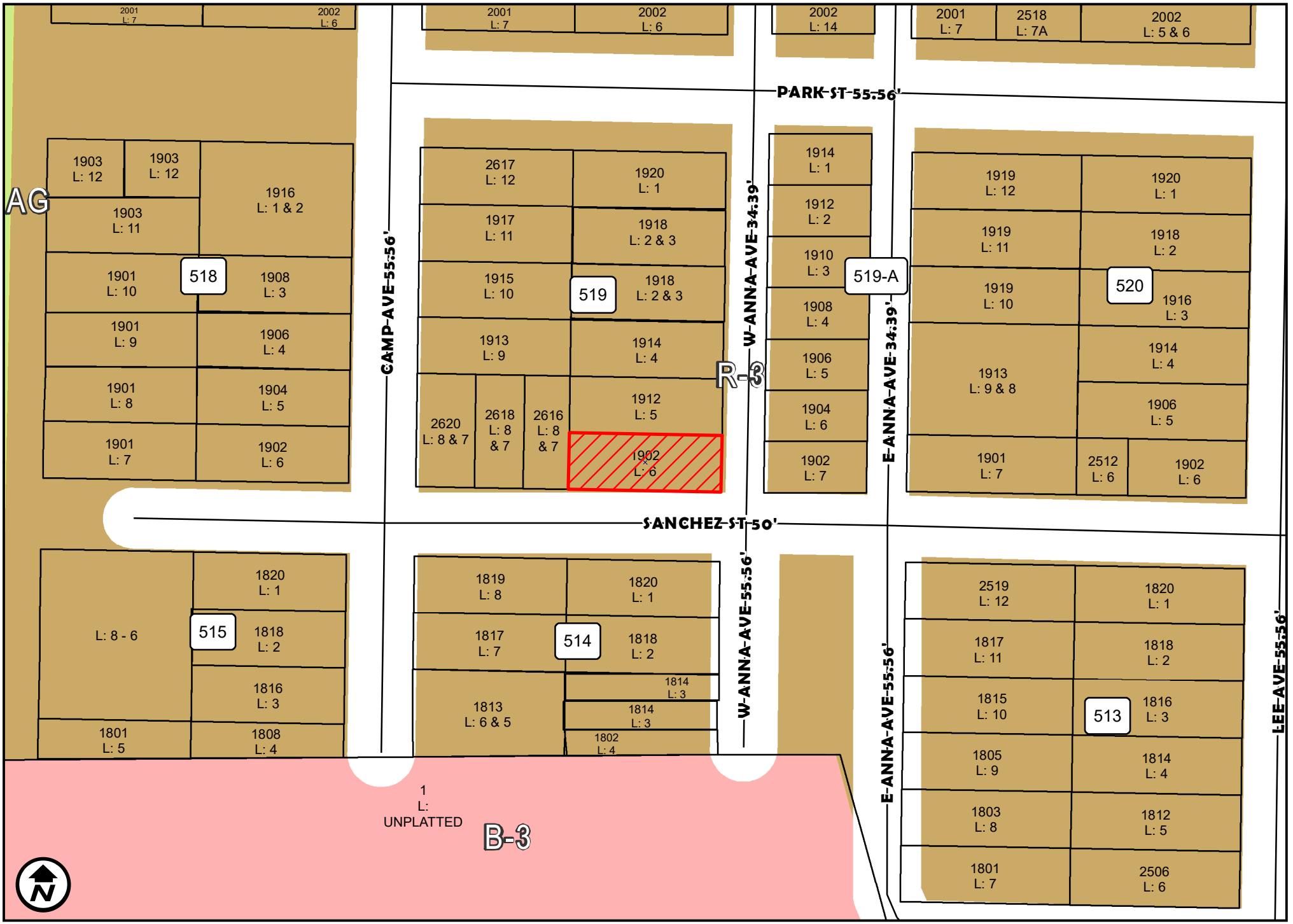

ZONING MAP
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ZC-17-2019
COUNCIL DISTRICT 8
1902 W ANNA ST

APPLICATON FOR
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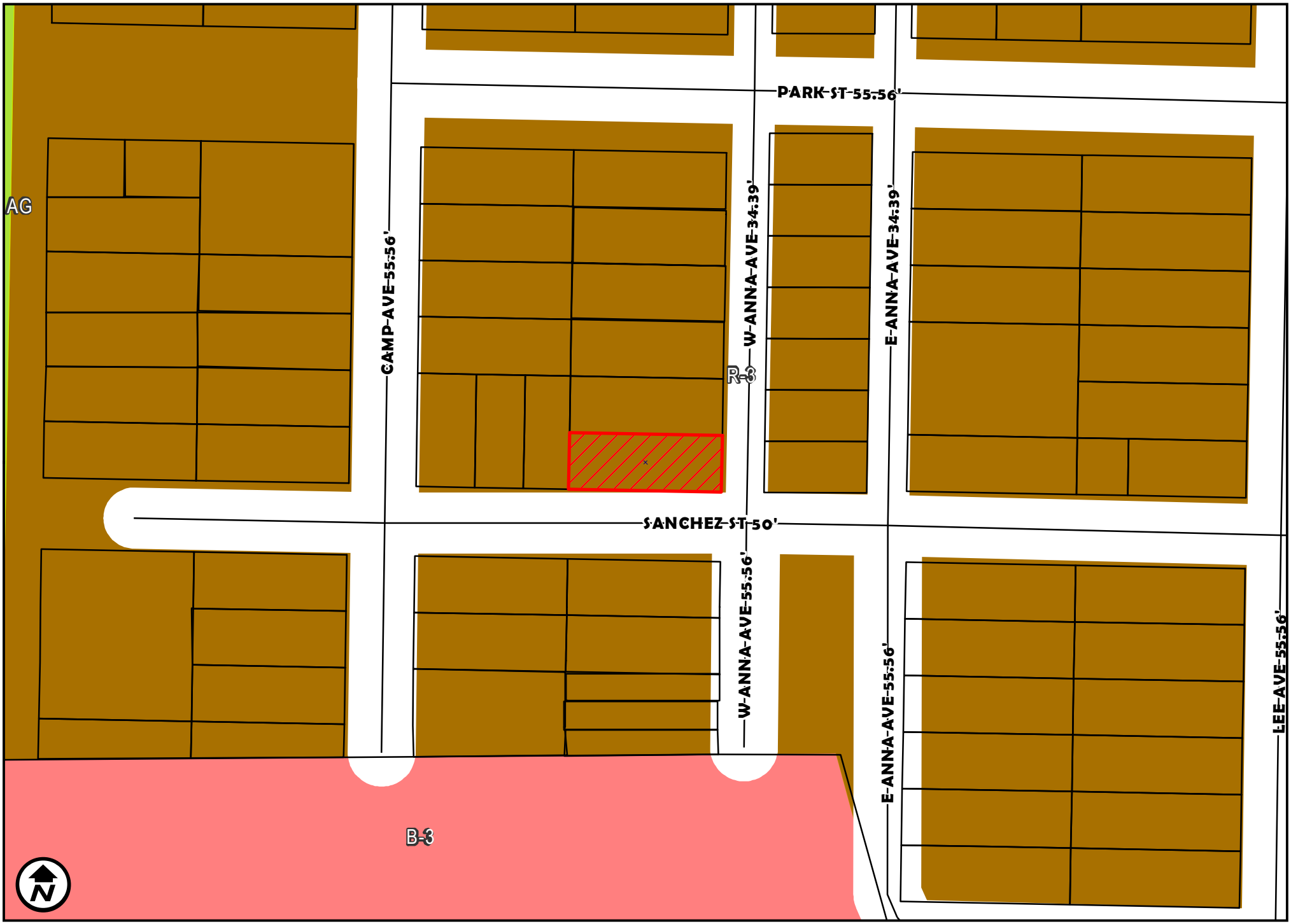

ZONING OVERVIEW
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ZC-17-2019
COUNCIL DISTRICT 8
1902 W ANNA ST

APPLICATON FOR
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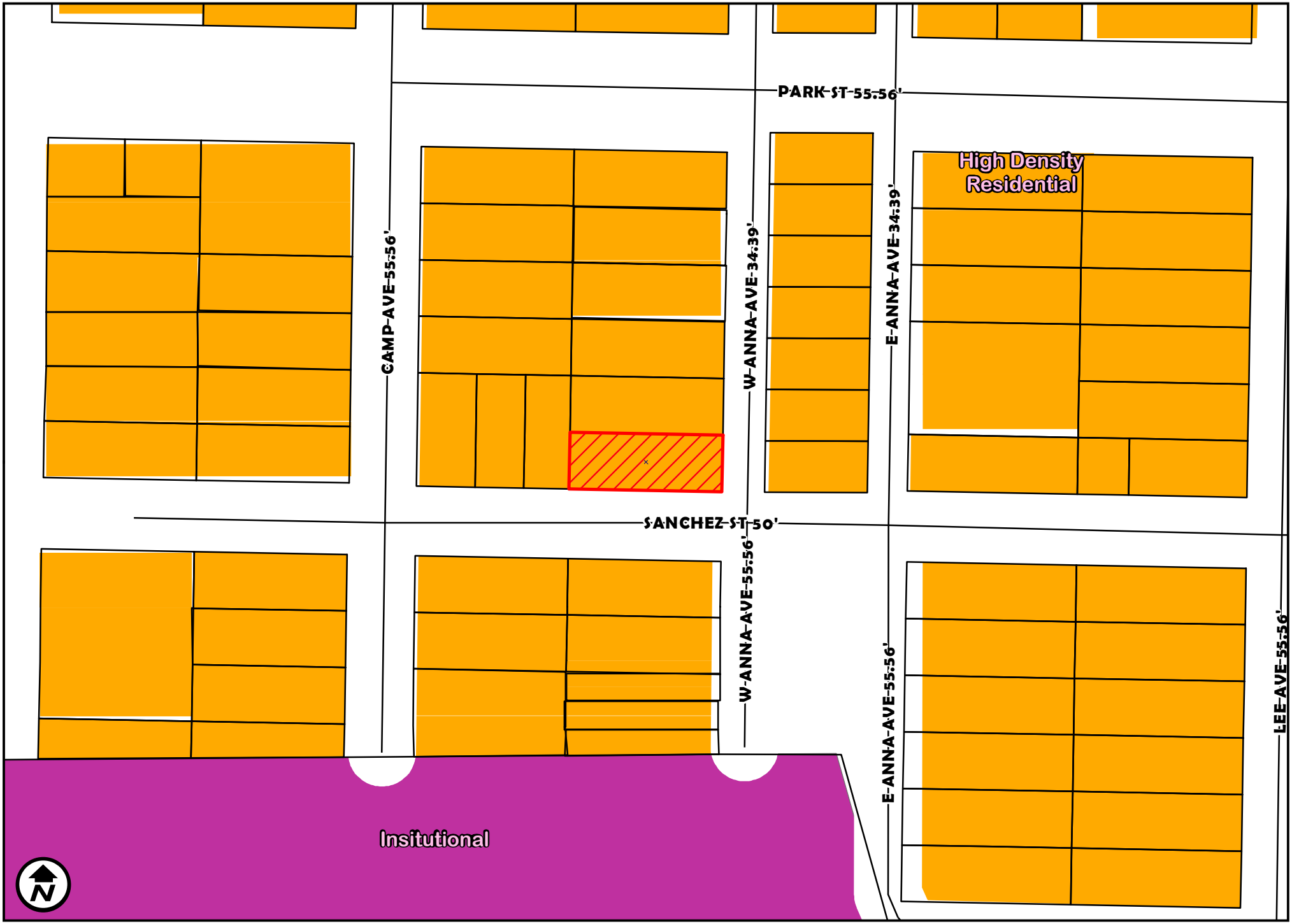
-> B1 (LIMITED COMMERCIAL DISTRICT)



FUTURE LANDUSE MAP
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ZC-17-2019
COUNCIL DISTRICT 8
1902 W ANNA ST

APPLICATON FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B1 (LIMITED COMMERCIAL DISTRICT)

Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
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Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

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Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.

Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

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- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

B-1 Zoning

Greenhouse (Non-Retail/Hobby)
Greenhouse (Retail)
Plant Nursery (Retail Sales)
Single Family Detached
Single Family Zero Lot Line
Single Family Townhouse
Two Family (Duplex)
Three Family (Triplex)
Four Family (Quadruplex)
Multi-Family
Condominiums
Townhouse
Garage Conversion
Accessory Building/Structure
Home Occupation "A"
Home Occupation "B"
Travel Trailer/RV Park
Manufactured Housing Park
Rooming/Boarding House
Fraternity/Sorority House
Registered Child-Care Home/Licensed Child Care Home

Servants Quarters
Emergency Ambulance Service
Post Office (Governmental)
Mailing Service (Private)
Electrical Transmission Line
Gas Transmission Line
Utility Distribution Line
Sewage Pumping Station(Lift Station)
Water Booster Station
Retirement Home/Home for the Aged
Elementary School, K thru 6 (Public & Private)
Middle School, 6 thru 9 (Public & Private)
High School, 9 thru 12 (Public & Private)
College (Community or Junior)
University (Four year)
Adult Day Care
Child Day Care (13 or more)
Orphanage
Community Center
Fraternal Organization or Social Club
Civic Club

Philanthropic Organization
Church/Sanctuary
Fellowship Halls
Church affiliated uses
Rectory/Parsonage
Monastery/Convent
Government Building
Police Station
Fire Station
Library
Political campaign headquarters
Credit Agency
Office (Brokerage Service)
Insurance Agency Offices
Real Estate Offices
Offices (Professional)
Medical Offices
Dental Offices
Financial Services (Advice/Invest)
Credit Unions
Check Cashing Agencies

B-1 Zoning

Automatic Teller Machines (ATM's)
Bed & Breakfast
Laundry/Dry Cleaning
Laundry/Dry Cleaning (Drop Off/Pick Up)
Laundry/Dry Cleaning (Self-Service)
Tailor Shop
Shoe Repair & Sales
Travel Agency
Beauty Shop (Non-College)
Barber Shop (Non-College)
Photo Studio
Kiosk (Providing A Service)
Child Development Center
Tool Rental (Indoor Storage)
Appliance Repair
Communication Equipment Repair
Locksmith
Karate School (Martial Arts)
Automobile Driving School
Dance/Drama/Music/ Schools
Artist Studio

Mini - Storage/Warehouse
Diet Clinic
Pharmacies and Drug Stores
Health Spa
Hardware Store
Lawnmower Sales and/or Repair
Florist
Plant Nursery (Outside Storage)
Department Store
Variety Store
Convenience Store (Drive Through)
Drug Store
Auto Repair (minor repairs)
Fruit and/or Vegetable Store
Bakery (Retail)
Used Auto Supply Part Store(no on-site salvage)
Auto Supply Store (new parts)
Gasoline Service Station
Boat Dealer/Sales Only
Grocery Store
Meat Market & Butcher Shops

Artist Supply
Camera Shop
Apparel Stores
Furniture Sales (Indoor)
Major Appliances Sales (Indoor)
Restaurant (Serving Alcohol)
Restaurant
Restaurant (Drive-In)
Restaurant (Kiosk)
Private Club (Alcohol Served)
Bait and/or Tackle Shop
Bike Sales and/or Repair
Handicraft Shop
Needlework Shop
Florist
Art Dealer
Retail Store (Miscellaneous)
Bookstores/Stationary Stores
Soda Fountain & Ice Cream Parlors
Taxi Stand
Auto Wrecker Service (Gas station)

B-1 Zoning

Minor Repair Garage

Collection Container

Contractor's On-Site Construction Office

Fishing Pier

Health Club (Physical Fitness)

Amusement Devices/Arcade

Museum /Other than wax

Art Gallery

Membership Sports

Recreational Club (Members Only)

Swimming Pool (Public)

Day Camp

Park and/or Playground (Public)

Special Events (Temporary)

Park or Playground (Private)

Builders Directional Signs

Contractors Signs

Holiday Signs

Special Event Signs/Banners

Portable Signs

Political signs

Real Estate for sale

Home Occupation

Owner Identification

Farm Produce for Sale

Professional Identification

Official

Institutional Non-profit

Monument Signs

Wall mounted signs

Pole (Free-standing) Signs

Canopy

Illuminated Signs

Roof Sign

Marquee (changeable message)

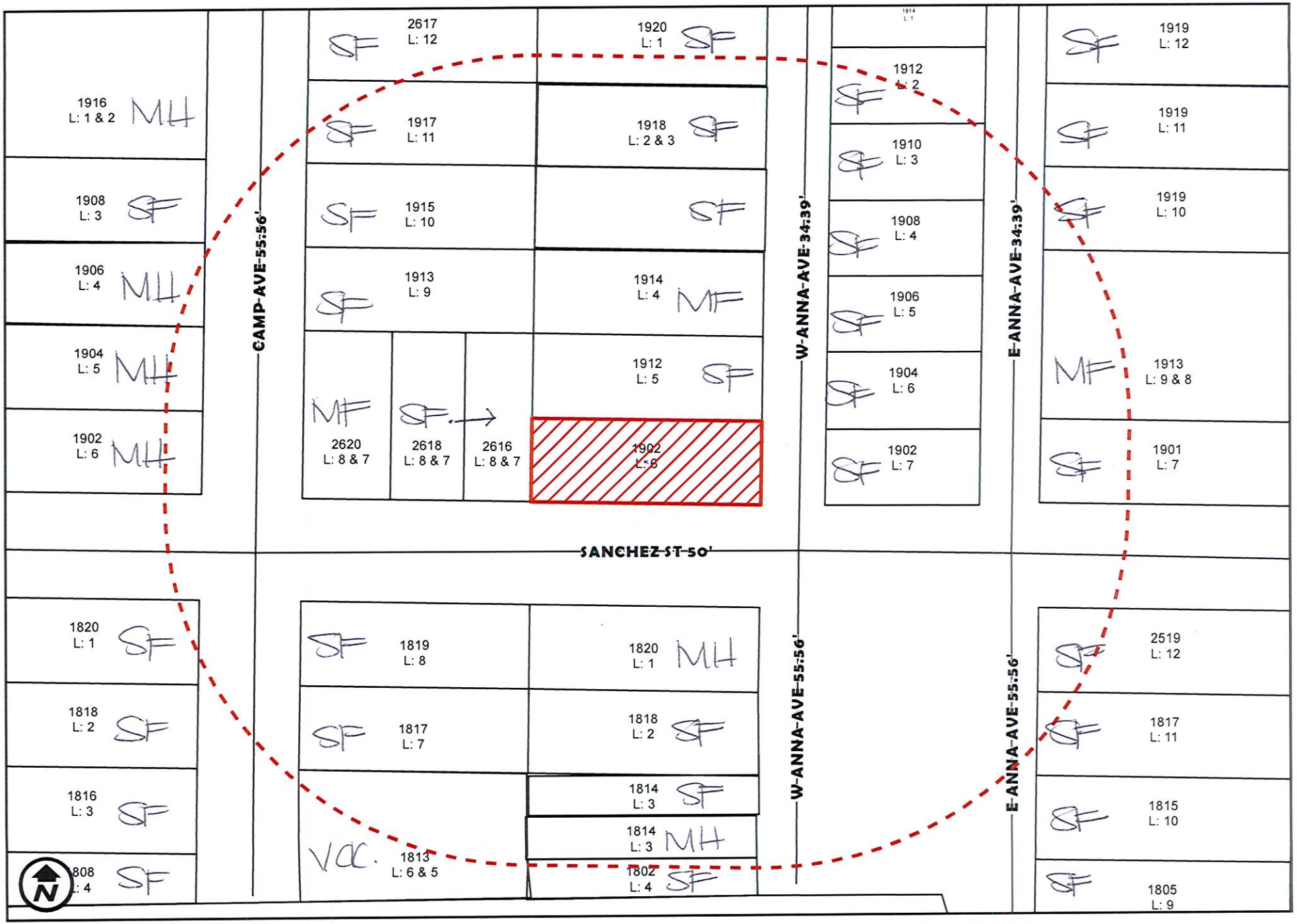
Flashing/blinking Signs

Roof Sign

Marquee (changeable message)

Projecting signs

Flashing/blinking Signs



200' NOTIFICATION
1 inch = 67 feet

ZC-17-2019
COUNCIL DISTRICT 8
1902 W ANNA ST

APPLICATON FOR
R3 (MIXED RESIDENTIAL DISTRICT)
-> B1 (LIMITED COMMERCIAL DISTRICT)

ZC-17-2019
Lot 6, Block 519, Western Division
1902 W. Anna Ave.
R-3 (Mixed Residential District) to B-1 (Limited Commercial District).

NATIONWIDE TRAILERS
1-866-931-3001
PROPOSED
ZONE CHANGE
FROM R3 TO B1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

City Council-Regular **27.**

Meeting Date: 03/18/2019

Staff Source: Rosario Cabello, Co-Interim City Manager

Staff Source: Ana Villareal, Planner II

Initiated by: Sabas Zapata III, Owner,
Jeffrey G. Puig, Applicant

Prior Action: This item was introduced by the Honorable Roberto Balli at the regular Council meeting of February 19, 2019.

SUBJECT:

2019-O-035 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning the West 10' of 45' of Lot 8, Lot 9 and Lot 10, Block 101, Western Division, located at 515 and 519 Matamoros St., from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

ZC-18-2019
District VIII

BACKGROUND:

Council District: VIII - The Honorable Roberto Balli

Proposed use: Used Car Lot.

Site: The property has a vacant commercial building.

Surrounding land uses: North of the site are Commercial buildings, vacant and undeveloped land and single-family residential dwellings. South of the site are commercial uses and single-family residential uses. East of the site are is the Salvation Army, single-family residential uses and vacant land. West of the site are commercial uses such as BBVA Compass Bank, Law offices, Texas Gold, Auto Sales, EC Group, LFD, and Gas station.

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

Transportation Plan: The Long Range Thoroughfare Plan has identified Matamoros St. as a Major Arterial.

Letters sent to surrounding property owners: 29 In Favor: 1 Opposed: 0

STAFF COMMENTS:

Staff supports the request for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan designation for this area as as Neighborhood Mixed Use (Includes all zonings except M-1, M-2, B-4, AH, AN, FH, OG, FiH).
2. The proposed use is appropriate along a Major Arterial (Matamoros St.)
3. The location of the proposed B-3 zoning will not likely introduce more intense uses on this area.

P&Z RECOMMENDATION:

The Planning & Zoning Commission in a 5 to 0 vote, recommended approval of the Zone Change.

STAFF RECOMMENDATION:

Staff supports the proposed zone change

IMPACT ANALYSIS

B-3 (Community Business District): 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 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?
No, this section of Matamoros St. is a commercial corridor with designated B-1 and B-3 Zoning Districts.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is a B-3 district across Matamoros St.

Will change adversely influence living conditions in the neighborhood?
No, the proposed district is not located near an established residential neighborhood.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
Yes, the current district only does not allow for the proposed use.

*** Uses allowed in a B-3 District include but are not limited to the following:**

- hotel/motel
- funeral home,
- building materials sales,
- auto dealer new/used,

- upholstery shop,
- restaurant (drive thru),
- heavy machinery sales/display (inside)
- machinery sales/display (inside),
- pawn shop,
- portable buildings leasing/storage,
- portable chemical toilet leasing/storage,
- commercial parking lot,
- auto tire repair,
- tire sales (indoors),
- auto glass repair/tinting,
- car wash (self-service),
- commercial car wash (detail shop),
- quick lube/oil change,
- bakery-wholesale,
- contractor’s office/sales,
- parking areas for vehicles/trailers/RV’s,
- amusement services (indoors),
- children’s amusement services (outdoors),
- billiard parlor, etc.

Attachments

Ordinance 2019-O-035 - ZC-18-2019

Maps

Land Use Equivalents Chart

Survey

Permitted Uses

Pictures

ORDINANCE NO. 2019-O-035

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING THE WEST 10' OF 45' OF LOT 8, LOT 9 AND LOT 10, BLOCK 101, WESTERN DIVISION, LOCATED AT 515 AND 519 MATAMOROS ST. FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the West 10' of 45' of Lot 8, Lot 9 and Lot 10, Block 101, Western Division, located at 515 and 519 Matamoros St. from B-1 (Limited Commercial 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 January 17, 2019, 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 February 19, 2019, 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 rezoning the West 10' of 45' of Lot 8, Lot 9 and Lot 10, Block 101, Western Division, located at 515 and 519 Matamoros St. from B-1 (Limited Commercial 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 _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

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Land Use Equivalents Chart

New Land Use Types	Current Zoning Groups
Agricultural / Rural	AG
Low Density Residential	R-1,R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions *
Medium Density Residential	R-1, R-O, R-2, B-1R, R1-B, Small format market
High Density Residential	R-3, R-2, B-1R, B-1, R-O
Neighborhood Mixed-Use	ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH
Mixed-Use Center	ALL EXCEPT, M-1, M-2, AH, AN, FH, OG. B4 allowed with exceptions**
Downtown Mixed-Use	CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE
Institutional	CF, MF
Light Industrial	M-1, B-4, B-3
Heavy Industrial	M-1, M-2, B-4, B-3, FiH
Transportation	AH, AN
Parks	

* RO within a Low Density Residential is allowed with the exception of restaurants.
** Land uses allowed under a B4 are allowed with the exception of the following uses***:

Farms, General (Crops & Livestock)
Farms, General (Livestock/Ranch)
Bulk Grain And/Or Feed Storage
Veterinarian (Outdoor Animal Confinement)
Stables (Private, Principle Use)
Stables (Private, Accessory Use)
Stables (Commercial)
Auto Wrecker Service
Inoperable Vehicle Holding Yard
Jail
Halfway House
Scrap/Waste Recycle Collection
Zoo
Horse Training Facility
Amusement Redemption Machine Establishment
Auto Impound Yards
Auto Salvage Yards
Transit and Maintenance Vehicle Equipment Facility
Collection Container

The intent of this table is to provide a transitional language between the uses recommended within the vision of this plan and the current land development uses which are organized through the use of zones. When the city's land development code is revised and adopted according to this plan, this table will no longer be necessary. This table should not be used to directly translate the current zoning to new land development code revisions. City staff should use discretion and best planning practices if using this table as guide in any approval process.

***Note: exceptions only apply to the extent that they do not contradict any other ordinances such as the Urban Agriculture Ordinance, as an example.

Land Uses

Place types and neighborhoods are made up by different land uses in the future land use map. Specified land uses however, are not meant to equate to single-use zoning areas. Rather a land use type in the future land use map describes the overall character of a neighborhood.

Neighborhoods are generally made up of residential and mixed-use designations:

- **Low-Density Residential** describes a neighborhood whose character is primarily defined by single-family homes. A diverse range of lot sizes and unit types is encouraged, along with an interconnected network of blocks, streets and public spaces. Denser housing types such as duplexes, fourplexes and small apartment buildings should be designed to fit into the character of a single-family residential neighborhood. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.
- **Medium-Density Residential** describes a neighborhood that is primarily residential in character, but includes a full range of range of residential building types. These include single-family homes in small and medium sized lots, attached rowhouses and apartment buildings. Thoughtfully designed small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should also respect the character of a primarily residential neighborhood, but can also be used as landmarks.

Low Density Residential

Medium Density Residential

High Density Residential

- **High-Density Residential** describes a neighborhood whose character is primarily defined by multi-family residential building types, but can also include single family homes in small lots and neighborhood-serving businesses. A diverse range of housing types is encouraged, including attached rowhouses, small and large apartment buildings, courtyard buildings and small mixed-use buildings. Small office, retail or mixed-use buildings can also be built at key intersections to provide neighborhood amenities. Civic buildings should be sited to provide landmarks to the neighborhood.

Neighborhood Mixed-Use

- **Neighborhood Mixed-Use** describes a neighborhood-serving mixed-use district that includes multistory, mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

Mixed-Use Center

- **Mixed-Use Center** describes a mixed-use center that includes multistory, mixed-use buildings with commercial, office and residential uses. Regional or neighborhood oriented shopping areas are encouraged as a primary feature. Multi-family residential buildings are also appropriate as a transition between main street shopping areas and primarily residential neighborhoods.

- **Downtown Mixed-Use** describes the most intense urban development in the City of Laredo. Reserved primarily for downtown Laredo, it includes multi-story mixed-use buildings with commercial, office and residential uses. Multi-family residential buildings are also appropriate as a transition between the downtown and primarily residential neighborhoods. The addition of residential uses on the upper floors of downtown buildings is encouraged as a priority for downtown revitalization.

Downtown Mixed-Use

200' NOTIFICATION
1 inch = 75 feet

ZC-18-2019
COUNCIL DISTRICT 8
515 & 519 MATAMOROS ST

APPLICATION FOR
B1 (LIMITED COMMERCIAL DISTRICT)
-> B3 (COMMUNITY BUSINESS DISTRICT)

B-3 Zoning Permitted Uses
Section 24.63

Greenhouse (Non-Retail/Hobby)
Greenhouse (Retail)
Plant Nursery (Retail Sales)
Single Family Detached
Single Family Zero Lot Line
Single Family Townhouse
Two Family (Duplex)
Three Family (Triplex)
Four Family (Quadruplex)
Multi-Family
Condominiums
Townhouse
Garage Conversion
Accessory Building/Structure
Home Occupation "A"
Home Occupation "B"
Travel Trailer/RV Park (SUP)
Manufactured Housing Park (SUP)
Rooming/Boarding House
Fraternity/Sorority House

Servants Quarters
Emergency Ambulance Service
Post Office (Governmental)
Mailing Service (Private)
Electrical Transmission Line
Gas Transmission Line
Utility Distribution Line
Utility Shop and Storage
Sewage Pumping Station(Lift Station)
Water Booster Station
Elementary School, K thru 6 (Public & Private)
Middle School, 6 thru 9 (Public & Private)
High School, 9 thru 12 (Public & Private)
College (Community or Junior)
University (Four year)
Adult Day Care
Child Day Care (13 or more)
Orphanage
Community Center
Fraternal Organization or Social Club

Philanthropic Organization
Church/Sanctuary
Fellowship Halls
Church affiliated uses
Rectory/Parsonage
Monastery/Convent
Government Building
Police Station
Fire Station
Library
Political campaign headquarters
Credit Agency
Office (Brokerage Service)
Insurance Agency Offices
Real Estate Offices
Offices (Professional)
Medical Offices
Dental Offices
Financial Services (Advice/Invest)
Credit Unions

B-3 Zoning Permitted Uses
Section 24.63

Registered Child-Care Home/Licensed Child Care Home	Civic Club	Check Cashing Agencies
Automatic Teller Machines (ATM's)	Mini - Storage/Warehouse	Artist Supply
Bed & Breakfast	Diet Clinic	Camera Shop
Laundry/Dry Cleaning	Pharmacies and Drug Stores	Apparel Stores
Laundry/Dry Cleaning (Drop Off/Pick Up)	Health Spa	Furniture Sales (Indoor)
Laundry/Dry Cleaning (Self-Service)	Hardware Store	Major Appliances Sales (Indoor)
Tailor Shop	Lawnmower Sales and/or Repair	Restaurant (Serving Alcohol)
Shoe Repair & Sales	Florist	Restaurant
Travel Agency	Plant Nursery (Outside Storage)	Restaurant (Drive-In)
Beauty Shop (Non-College)	Department Store	Restaurant (Kiosk)
Barber Shop (Non-College)	Variety Store	Private Club (Alcohol Served)
Photo Studio	Convenience Store (Drive Through)	Bait and/or Tackle Shop
Kiosk (Providing A Service)	Drug Store	Bike Sales and/or Repair
Child Development Center	Auto Repair (minor repairs)	Handicraft Shop
Tool Rental (Indoor Storage)	Fruit and/or Vegetable Store	Needlework Shop
Appliance Repair	Bakery (Retail)	Florist
Communication Equipment Repair	Used Auto Supply Part Store(no on-site salvage)	Art Dealer
Locksmith	Auto Supply Store (new parts)	Retail Store (Miscellaneous)
Karate School (Martial Arts)	Gasoline Service Station	Bookstores/Stationary Stores
Automobile Driving School	Boat Dealer/Sales Only	Soda Fountain & Ice Cream Parlors
Dance/Drama/Music/ Schools	Grocery Store	Taxi Stand

B-3 Zoning Permitted Uses
Section 24.63

Artist Studio	Meat Market & Butcher Shops	Auto Wrecker Service (Gas station)
Minor Repair Garage	Beauty College/School	Pawn Shop
Collection Container	School, Vocational/Technical Education	Gravestone/Tombstone Sales
Contractor's On-Site Construction Office	Trade School, (Private or Public)	Pet Shop
Fishing Pier	Business School (Private or Public)	Portable Building leasing/storage
Health Club (Physical Fitness)	Bank	Portable Chemical Toilet leasing/storage
Amusement Devices/Arcade	Savings and Loans	Video Sales and Rental
Museum /Other than wax	Hotel/Motel	Imported Crafts (Retail Sale)
Art Gallery	Funeral Home	Commercial Parking Lot (Cars)
Membership Sports	Nationalization/"Nacionalizacion" of Vehicles Enterprise (SUP)	Auto Tire Repair
Recreational Club (Members Only)	Building Material Sales	Tire Sales (Indoors)
Swimming Pool (Public)	Confectionery Store (Retail)	Auto Glass Repair/Tenting
Day Camp	Auto Dealer (Primarily New/Used)	Auto Repair as Associated use to Retail Sales
Park and/or Playground (Public)	Auto Dealer (Primarily Used)	Car Wash (Self-Service)
Special Events (Temporary)	Motorcycle Dealer	Commercial Car Wash (Detail hop)
Park or Playground (Private)	All Terrain Vehicle Dealer/Sales Only	Quick Lube/Oil Change
Golf Course (Public/Private)	Drapery Shop	Vehicle Wash (Private)
Hay, Grain and/or Feed Sales	Upholstery Shop (Non-Auto)	State Vehicle Inspection
Veterinarian (Indoor Animal Confinement)	Restaurant (Drive-Thru)	Apparel, Piece Goods, and Notions

B-3 Zoning Permitted Uses
Section 24.63

College Dormitory (On Campus) (Overlay Zone)

Water Supply Facility (Public)

Water Supply Facility (Private)

Vehicles/Trailers/R.V's

Motion Picture Theater (Indoor)

Motion Picture Theater (Outdoor)

Theater (Non-Motion Picture)

Amusement Services (Indoors)

Children's Amusement Services (Outdoors)

Bowling Center

Billiard Parlor (Three or more tables)

Dinner Theatre

Skating Rink

Alcohol Sales/Off-Premise Consumption

Antique Shop

Heavy Machinery Sales/Display (Inside)

Bakery - Wholesale

Oil and/or Gas Extraction (SUP)

Parking Areas for

ZC-18-2019
West 10’ of 45’ of Lot 8, Lot 9 and Lot 10, Block 101, Western Division
515 and 519 Matamoros St.
B-1 (Limited Commercial District) to B-3 (Community Business District)

Final Reading of Ordinances **28.**

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Lisa Paul

SUBJECT

2019-O-036 An ordinance of the City of Laredo, Texas, amending Chapter 24, Article III, Section 24.56.2 of the City of Laredo Land Development Code book by eliminating the review and approval by the Parks and Recreation Board of: parkland dedication sites, cash payments in lieu of land, and park improvement plans and specifications; and amending Section 24.56.3 by revising the time requirements for park improvements to require completion of construction of park improvements within eighteen (18) months of plat recordation; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Amending Chapter 24, Article III of the Land Development Code to provide for a more efficient process of completing the construction of park improvements by developers by: 1) eliminating the review and approval process of the Parks and Recreation Board of parkland dedication sites; cash payments in lieu of improvements; and park improvements plans and specifications; and 2) requiring developers to complete construction of park improvements within eighteen (18) months of plat recordation.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of the revisions.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
N/A

Attachments

Final Reading of Ordinance 2019-O-036

FINAL READING OF ORDINANCE NO. 2019-O-036

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 24, ARTICLE III, SECTION 24.56.2 OF THE CITY OF LAREDO LAND DEVELOPMENT CODE BOOK BY ELIMINATING THE REVIEW AND APPROVAL BY THE PARKS AND RECREATION BOARD OF PARKLAND DEDICATION SITES, CASH PAYMENTS IN LIEU OF LAND AND PARK IMPROVEMENT PLANS AND SPECIFICATIONS; AND AMENDING SECTION 24.56.3 BY REVISING THE TIME REQUIREMENTS FOR PARK IMPROVEMENTS TO REQUIRE COMPLETION OF CONSTRUCTION OF PARK IMPROVEMENTS WITHIN EIGHTEEN (18) MONTHS OF PLAT RECORDATION; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Chapter 212 of the Local Government Code authorizes municipalities to regulate the subdivision and development of land within its corporate limits and extraterritorial jurisdiction for the purpose of promoting the health, safety, and welfare of the community and the provisions of adequate public facilities; and;

WHEREAS, City Council deems it necessary to amend the time requirements for completion for park improvements by expediting the amount of time to complete park improvements.

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

Section 1. Chapter 24, Article III, Section 24.56 of the Land Development Code is hereby amended as follows:

Section 24.56.2 GENERAL REQUIREMENTS

Requirements for Parkland and Improvements shall cover both land dedications and park improvement fees for parkland for all types of residential development.

A. Parkland Dedication and Site Approval Process

1. Every master plan that incorporates residential development (single family, multi-family or manufactured housing) must designate park space to be dedicated as a neighborhood park unless otherwise provided for hereunder.

2. The proposed site of the park shall be shown on the master plan and shall be labeled "proposed park."

3. The designation on a master plan of "proposed park" shall in no way obligate the City of Laredo to accept the proposed park until such time as the park site has been approved as set forth herein and submitted and accepted by the City Council of the City of Laredo through a separate dedication instrument, the form of which shall be approved by the City Attorney of the City of Laredo.

4. Once a master plan has been submitted to the Planning and Zoning Department, as set forth above, a copy of the master plan shall immediately be submitted to the Parks & Recreation Department of the City of Laredo.

5. The Director of the City of Laredo Parks and Recreation Department shall review the master plan's proposed park site and formulate a written recommendation [~~to be presented to the Laredo Parks and Recreation Board at their next scheduled meeting.~~]

6. [~~The master plan's park site review shall be scheduled by the Laredo Parks and Recreation Board at a meeting to be held within the requisite number of days necessary to submit a recommendation with sufficient time to include the Laredo Parks and Recreation Board and Director's comments on the master plan to the Planning and Zoning Commission~~].

7. [~~The Laredo Parks and Recreation Board shall review the proposed park site and the written recommendation of the Parks and Recreation Department Director. The Laredo Parks and Recreation Board shall issue a written recommendation to accept or decline the proposed park site~~.]

8. The written recommendations of the Parks and Recreation Department Director [~~and the Laredo Parks and Recreation Board~~] shall, within two business days, be submitted to the Planning and Zoning Department and shall be included with the comments on the master plan to be deliberated on and approved by the City of Laredo Planning and Zoning Commission. In the event the time frame set out above cannot be met, the Director of the Parks and Recreation Department may present his / her recommendation [~~and that of the Laredo Parks and Recreation Board~~] to the Planning and Zoning
Commission at their meeting and submit the written recommendation within five working days after the meeting.

9. Upon approval of the master plan and park site the Director of the Parks and Recreation Department shall submit the park site to the City Council for "Parkland Site Reliance Approval". Said submission shall include the written recommendation of [~~the Laredo Parks and Recreation Board,~~] the Parks and Recreation Director and the Planning and Zoning Commission.

10. A "Parkland Site Reliance Approval" of the site or sites issued by the City Council is sufficient for the developer to rely on and to continue the development process. It shall insure acceptance of the parkland by the City in compliance with the Parkland Site Reliance Approval. The pendency of the Parkland Site Reliance Approval shall not be construed to prohibit a developer from proceeding with the platting of the first phase of the development.

11. As part of the master plan review process, a letter of approval will be issued to the developer from the Parks Director that shall stipulate the improvements to be built on the dedication parkland (whether improvements are to be made by the developer or the City), and the timeline for park design and construction completion.

12. In the event that a Developer makes any material and substantial change to the master

plan, as determined by the Planning Director, the Developer shall be required to initiate the approval process for the park site or sites again.

C. Cash Payment in Lieu of Land

1. A landowner or developer responsible for dedication under this section may, upon request, meet the requirements of section 24.56.2 B in whole or in part by cash payment in lieu of land, in the amount calculated pursuant to Appendix A and amended from time to time by City Council, sufficient to acquire parkland or to improve existing parks. This request is subject to the recommendation of the Director of Parks and [~~the Laredo Parks and Recreation Board and~~] approval by City Council. The recommendation must be based upon the following criteria:

a) A neighborhood park exists within the service area of the new neighborhood and has capacity to serve the new neighborhood or there is additional land adjacent to the park which will be acquired with the funds to meet the needs of the new neighborhood; or

b) The master plan or plat subject to dedication has less than 150 residential units and a community park is within the neighborhood service area which has sufficient capacity to meet the needs of the neighborhood seeking the exception within the service area for a neighborhood park; or

c) The development making request for cash in lieu of land has 35 or fewer residential units and the funds must be used to improve the nearest park.

2. The fee in lieu of land dedication requirements shall be due and payable prior to plat recordation. Cash payments in lieu of land may only be used for acquisition of new parkland serving the subject development, or improvements to existing parkland serving the subject development, or for capital replacements to existing park facilities serving the neighborhood.

F. Park Improvements by Developer or Landowner

1. A landowner or developer may request that he construct park improvements and dedicate the land and the improvements to the City, in fulfillment of the requirements of this Ordinance. Such improvements shall be in accordance with the needs assessment of the current Parks and Open Space Master Plan, as adopted by the City. Improvement plans and specifications shall be subject to the review and approval or disapproval by the Director of Parks [~~and the Laredo Parks and Recreation Board~~.] All park improvements shall be subject to inspection and approval by the City Engineering Department for compliance with the approved plans and specifications. Improvement plans and specifications must meet all applicable Federal, State, and local regulations. Once improvements are inspected and approved by the City Engineering Department the completed park shall be presented to City Council for acceptance as a park and the landowner or developer shall deed the park and improvements to the City. The criteria listed in Section 24.56.7 still applies to the resulting park.

Section 24.56.3 TIME REQUIREMENTS FOR PARK IMPROVEMENTS DESIGN AND COMPLETION

A. The timeline for park design and construction completion for a one plat development (single phase development) shall begin at plat recordation and the park improvements shall be completed within [~~thirty-six (36)~~] *eighteen (18)* months of plat recordation.

B. The timeline for park design and construction completion for phased developments wherein the master development plan calls for several dedicated park sites, where each plat includes dedicated parkland, shall be established in the same manner as for single phase developments.

C. If, however, the master development plan calls for all required parkland dedication in one specific phase (plat) of the development the timeline for park design and construction completion shall run as of the date of recordation of the first plat in the series of plats subject to the approved master development plan and be completed within [~~thirty six months (36)~~] *eighteen months (18)* of the platting of the park. The Director of the Planning and Zoning Department and the Director of the Parks Department shall have the right to approve the order of phasing of the development so that development will reach the dedicated parkland as soon as possible. In no event shall more than three phases be developed before the park is platted and improved. In any event said park, including any temporary easements necessary to access the park (For non- contiguous dedications, vehicular access may be provided by a forty foot (40') minimum width temporary access easement if no other access exists, subject approval of the Parks Director) shall be dedicated within eighteen (18) months of the date of final recordation of the first plat in the series of plats as per the approved master development plan or prior to the final recordation of the second phase (plat) whichever occurs first.

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2019.

_____

PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
LISA M. PAUL
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **29.**

City Council-Regular

Meeting Date: 03/18/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Initiated By: Graciela Sosa-Briones

Staff Source: Graciela Sosa-Briones, Parks and Leisure Services Department Assistant Director and Lisa Paul, Assistant City Attorney

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SUBJECT

2019-O-037 An ordinance authorizing the Co-Interim City Managers to execute a lease agreement with South Texas Advancement Resource (STAR), a non-profit entity, for the lease of approximately 2.3 acres of land located at lot 1, block 21 Lowry farm subdivision unit 4, for the purpose of creating a living laboratory to promote best practices for sustainable farming and land management; providing for a lease term of five (5) years at a rate of $1 per year; providing an option to renew; waiving water utilities; STAR shall be responsible for extending the plumbing water line from existing water meter.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On October 15, 2018, Council authorized the City Manager to enter into negotiations to enter into an agreement with South Texas Advancement Resources for the purposes of creating a a living laboratory to promote best practices in agricultural performance and sustainable farming and land management.

BACKGROUND

On October 15, 2018, Council authorized the City Manager to enter into negotiations to enter into an agreement with South Texas Advancement Resources for the purposes of creating a living laboratory to promote best practices in agricultural performance and sustainable farming and land management

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Rentals will be deposited into General Fund.

Attachments

2019-O-
Ordinance

Lease

This Lease is made _____ day of _____, 2019, by and between the City of Laredo, a Texas Home Rule City, organized under the laws of the State of Texas ("City") and South Texas Advancement Resource, non-profit entity formed under the laws of the State of Texas ("STAR")

WHEREAS, City is the owner of a tract of land consisting of approximately 2.3 acres or 101, 535 square feet of land out of Lot 1, Block 21, Subdivision 4 of the Lowry Farm ("Premises") located in Laredo, Webb County, Texas and more particularly described in Exhibit A, which is attached hereto and incorporated herein for all purposes;

WHEREAS, STAR desires to Lease from City a portion of Lowry Farm for the creation of a living laboratory that will promote best practices to improve agricultural performance and sustainable farming, ranching and land management, a public interest;

WHEREAS, City and Star desire to enter into this lease agreement to determine and set forth the terms and conditions with regard to the leasing of the premises;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties hereto, intend to be legally bound, hereby agree as follows:

I.

PREMISES, TERM and USES

1. Premises: SURFACE ONLY of approximately 2.3 acres of land or 101,535 square feet of land, situated in Laredo, Webb County, Texas, as described in Exhibit A ("Premises").

2. Grant of Lease: City hereby leases to STAR the Premises for STAR's proposed use, subject to the following terms and conditions for the Term.

3. Permitted Uses: The Premises may be used by STAR for the establishment of a sustainable community garden. Under this Lease Agreement, STAR will be able to conduct agriculture, irrigation and landscaping activities related to planting and harvesting fruits and vegetables. STAR will may also collect soil samples from the Premises. Upon prior written approval from the City, STAR may construct a small structure on the premises subject to compliance with all applicable statutes, including those found in the City of Laredo Land Development Code and Building Code requirements. Prior to submitting a request for construction for such improvement, STAR shall produce for the City's review, all plans and specs relating to its proposed plans. No other purposes or uses shall be allowed without written approval from the City of Laredo City Manager.

4. Base Rent:

Star agrees to pay City as rent for the Premises the sum of One Dollar ($1.00) per year.

One Dollar ($1.00) shall be paid to the City by STAR upon the execution of this Agreement and One Dollar ($1.00) shall be paid by STAR to the City by the fifth (5^{th}) day of December of each and every year beginning January 15, 2019, until the termination of this lease, without delay, deduction, demand or default.

.

Term: The term of this lease shall be for a period of five (5) years commencing on _____, 2019 and expiring on February _____, 2023. An option to extend for 5 years may be extended upon written agreement of the parties.

6.0 Insurance: Prior to execution of this agreement, STAR agrees to provide satisfactory evidence of the insurance requirements provided in Exhibit B. STAR agrees to maintain such insurance during the term of this agreement. Failure to maintain all required insurances shall be grounds to terminate this agreement.

7.0 Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Rent" means Base Rent plus any other amounts of money payable by STAR to City.

II.

STAR's OBLIGATIONS

Star agrees to:

1. Accept the Premises in their present condition "AS IS," and agree that the Premises are currently suitable for the Permitted Uses.

2. Obey all federal, state and local ordinances relating to STAR's use, maintenance of condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner.

3. Pay the Base Rent when it is due to City at City's Address.

4. With the exception of water services, STAR agrees to pay for all labor, fuel, and utility services used by STAR.

5. Pay any and all taxes on the crops raised on the Premises.

6. Allow CITY to enter the Premises to inspect the Premises.

7. Repair, replace, and maintain at STAR's sole cost, any part of the Premises used by STAR.

8. Repair any damage to the Premises, Land caused by STAR.

9. Maintain the insurance coverages described in the attached Insurance Addendum at all times during the lease and provide satisfactory evidence to City of such insurance and agrees to show proof of insurance at the time of execution of this agreement.

10. **INDEMNIFY, DEFEND, AND HOLD CITY AND CITY'S OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF STAR'S OR STAR'S EMPLOYEES', VOLUNTEERS, OR AGENTS' USE OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF STAR'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF CITY OR CITY'S OFFICALS, EMPLOYEES, OR AGENTS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR CITY'S OFFICIALS, EMPLOYEES OR AGENTS.**

11. Vacate the Premises on the last day of the Term.

12. Pay all costs of planting, raising, and harvesting the crops.

13. Cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area.

14. Maintain adequate and satisfactory records on all matters related to farming, agriculture, irrigation and related activities on the Premises and provide City with a copy. Such records shall be provided to the City on semi-annually beginning on June 1, 2019 and thereafter such reports shall be provided on January 1st and June 1 during the term of this lease. Such reports shall detail all activities on the Premises.

15. Keep all gates on the Premises closed and locked.

16. Enter and exit the Premises only at those places designated by City.

17. Star shall be responsible for extending the plumbing water line from the existing water meter (which is approximately 400 – 500 linear feet).

18. Sell harvested crops at local farmer's markets;

19. Star shall engage in outreach efforts to encourage local groups and citizens in the seeding, transplanting, weeding, growing and harvesting of the plants and crops grown on the Premises.

20. STAR agrees not to—

a. Use the Premises for any purpose other than the Permitted Use.

b. Create or allow a nuisance or permit any waste of the Premises.

c. Change CITY's lock system.

d. Alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home.

e. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

f. Make any new or change any existing agreement with any governmental entity.

g. Hunt or fish on the Land or allow anyone else to do so.

h. Litter or leave trash or debris on the Premises.

i. Allow a lien to be placed on the Premises.

j. Allow a lien to be placed on the crops raised on or harvested from the Premises.

III.

GENERAL PROVISIONS

CITY and STAR agree to the following:

1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. Release of Claims/Subrogation. TENANT RELEASES LANDLORD AND LANDLORD'S AGENTS FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT AND TENANT'S AGENTS, INCLUDING TENANT'S VOLUNTEERS OR TO TENANT'S OR TENANT'S AGENTS', INCLUDING TENANTS VOLUNTEERS' PROPERTY LOCATED ON THE PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR**

STRICT LIABILITY OF CITY OR CITY'S AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR CITY'S AGENTS.

4. Condemnation/Substantial or Partial Taking

a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. STAR will have no claim to the condemnation award or proceeds in lieu of condemnation.

5. Default by Landlord/Events. A default by City is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.

6. Default by Landlord/Tenant's Remedies. STAR's remedies for City's default are to sue for damages and terminate this lease after giving City fifteen (15) days written notice to comply with any provision of this lease.

7. Default by Tenant/Events. Defaults by STAR are (a) failing to pay timely Rent, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

8. Default by Tenant/Landlord's Remedies. City's remedies for STAR's default are to (a) enter and take possession of the Premises; (b) enter and take possession of the Premises, after which City may relet the Premises; (c) enter the Premises and perform STAR's obligations; and (d) terminate this lease by written notice and sue for damages. City may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out STAR or any other person who may be farming the Premises, until the default is cured, without being liable for damages.

9. Default/Waiver. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of a remedy does not preclude pursuit of another remedy.

10. Holdover. If STAR does not vacate the Premises following termination of this lease, STAR will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by STAR, whether with or without the consent of Landlord, will extend the Term.

11. Venue. Exclusive venue is in Laredo, Webb County, Texas.

12. Entire Agreement. This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by City to STAR. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by City to STAR, and STAR is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

13. Amendment of Lease. This lease may be amended only by an instrument in writing signed by City and STAR.

14. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

15. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

CITY OF LAREDO
Office of City Manager
1110 Houston St.
Laredo, Texas

SOUTH TEXAS ADVANCEMENT RESOURCE
Bill Raney, President
319 Oak Avenue
Aguilares, Texas 78369

16. Mineral Interests. This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. City will not be liable to STAR for any damages for actions attributable to those agreements and will receive all consideration paid therefor.

17. Governmental Payments. If STAR receives any payment from any governmental agency because of growing or not growing crops on the Premises, City shall be promptly notified. City shall have option to require that such payments or a portion of such payments be made payable to City.

18. STAR's Representations and Warranties. STAR is a non-profit entity duly organized, validly existing and in good standing under the laws of the State of Texas. The execution, delivery and performance by STAR of the terms and conditions of this Lease are within STAR's powers and have been duly authorized by all necessary action of STAR.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF LAREDO

_____
Rosario Cabello
Interim Co- City Manager

_____
Robert Eads
Interim Co-City Manager

ATTEST

_____
Jose A. Valdez, Jr.
City Secretary

Approved as to From:

_____
Kristina Laurel Hale
City Attorney

SOUTH TEXAS ADVANCEMENT RESOURCE

_____
Bill Raney
President, South Advancement Resource

ORDINANCE 2019-O-037

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH SOUTH TEXAS ADVANCEMENT RESOURCE (STAR), A NON-PROFIT ENTTITY, OF APPROXIMATELY 2.3 ACRES OF LAND LOCATED AT LOT 1, BLOCK 21 LOWRY FARM SUBDIVISION, UNIT 4. LEASE TERM IS FOR FIVE (5) YEARS AT A RATE OF $1 PER YEAR; PROVIDING AN OPTION TO RENEW; WAIVING WATER UTILITIES; STAR SHALL BE RESPONSIBLE FOR EXTENDING THE PLUMBING WATER LINE FROM EXISTING WATER METER.

WHEREAS, City is the owner of a tract of land consisting of approximately 2.3 acres or 101, 535 square feet of land out of Lot 1, Block 21, Subdivision, Unit 4 of the Lowry Farm ("Premises) located in Laredo, Webb County, Texas;

WHEREAS, STAR desires to Lease from City a portion of Lowry farm for the creation of a living laboratory that will promote best practices to improve agricultural performance and sustainable farming, ranching and land management, a public interest;

WHEREAS, City and STAR desire to enter into this lease agreement to determine and set forth the terms and conditions with regard to the leasing of the premises;

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

Section 1: The City Manager be hereby authorized to execute a lease with South Texas Advancement Resource (STAR) for approximately 2.3 acres of land located at Lot 1, Block 21 Lowry Farm Subdivision, Unit 4, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

Section 2: This Ordinance shall become effective upon passage hereof.

AN ORDINANCE AUTHORIZING A LEASE BETWEEN THE CITY OF LAREDO AND SOUTH TEXAS ADVANCEMENT RESOURCE (STAR). (Lot 1, block 21 Lowry Farm Subdivision Unit 4)

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA LAUREL HALE
CITY ATTORNEY

BY:_____
LISA M. PAUL
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **30.**

City Council-Regular
Meeting Date: 03/18/2019
Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

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SUBJECT

2019-O-038 An Ordinance of the City of Laredo, Texas, authorizing the waiver, reduction or reimbursement of facility use or special event fees for requests that serve a public purpose; are in accordance with the city's policy for special event fee reduction, waiver, or reimbursement; and have been sponsored by three members of the city council; providing a severability clause; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On April 16, 2018, City Council approved a motion to direct the City Manager's Office through the City Attorney's Office to develop an ordinance as used in other City Manager-led governments to facilitate fee waivers for organizations and events that benefit the public as a whole.

On February 19, 2019, City Council introduced the Ordinance.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council adopt this ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

The decrease in the rental and permit revenues will be determined by any waivers approved.

Attachments

2019-O-038

ORDINANCE NO. 2019-O-038

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE WAIVER, REDUCTION OR REIMBURSEMENT OF FACILITY USE OR SPECIAL EVENT FEES FOR REQUESTS THAT SERVE A PUBLIC PURPOSE; ARE IN ACCORDANCE WITH THE CITY'S POLICY FOR SPECIAL EVENT FEE REDUCTION, WAIVER, OR REIMBURSEMENT; AND HAVE BEEN SPONSORED BY THREE MEMBERS OF THE CITY COUNCIL OR ARE DEEMED BY THE CITY MANAGER TO BE IN THE BEST INTEREST OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council receives regular requests for fee waivers for special events, which have historically been approved on a case-by-case basis; and

WHEREAS, the City Council desires to provide guidance, appropriate budgetary limitations and uniform criteria for the processing and approval of requests for the waiver of fees for special events; and

WHEREAS, the City Council desires to establish a mechanism to waive fees for programs, projects and special events for the purpose and benefit of (1) establishing a centralized process with a specific set of objective criteria to evaluate requests for City support of special events; and (2) creating a system of greater transparency.

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

Section 1. The City Manager or designee is hereby authorized to waive, reduce or reimburse facility use fees and other special event fees if the request for waiver, reduction, or reimbursement pertains to an event that serves a public purpose; is in accordance with the City's Policy for Special Event Fee Reduction, Waiver or Reimbursement; and is sponsored by three members of the City Council.

Section 2. The City Manager or designee is hereby authorized to waive, reduce or reimburse facility use fees and other special event fees if the request for waiver, reduction, or reimbursement pertains to an event that serves a public purpose; is in accordance with the City's Policy for Special Event Fee Reduction, Waiver or Reimbursement; and is deemed to be in the best interest of the City.

Section 3. The following limitations apply to fee waivers, reductions, or reimbursements authorized under this Ordinance:

(a) Each City Council Member and the Mayor may sponsor a maximum of $2,000 in fee waivers each fiscal year.
(b) Only the following fees may be waived:
    i. Facility Use Fees
    ii. Permit Fees
    iii. Special Event Fees

Section 4. The City Council directs the City Manager or designee to provide annual reports to the City Council regarding all fees waivers, reductions and reimbursements that have been approved or implemented during the past year under this Ordinance.

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

Section 6. This Ordinance shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2019.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **31.**

City Council-Regular
Meeting Date: 03/18/2019
Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

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SUBJECT

2019-O-039 An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 6, Section 2-87.6 of the Code of Ordinances by excepting the City Manager from the city's pay administration policy; providing for a cumulative clause; providing a severability clause; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On February 4, 2019, City Council approved a motion directing staff to draft an ordinance amending Section 2-87.6 of the Code of Ordinances by excluding the position of City Manager from the City's pay administration policy as it relates to the automatic salary increase.

On February 19, 2019, City Council introduced the ordinance.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that the City Council adopt this ordinance.

Fiscal Impact

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

Attachments

ORDINANCE NO. 2019-O-039

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 6, SECTION 2-87.6 OF THE CODE OF ORDINANCES BY EXCEPTING THE CITY MANAGER FROM THE CITY'S PAY ADMINISTRATION POLICY; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, Section 3.01 of the Laredo City Charter provides that the City Council shall appoint a City Manager for an indefinite term and fix the manager's compensation; and

WHEREAS, the City Council desires to exclude the position of the City Manager from the City of Laredo's Pay Administration Policy.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 2, Article II, Division 6, Section 2-87.6 is hereby amended to read as follows:

Sec. 2-87.6 – Employees Covered

This division applies to all city employees except *the City Manager*, the cooperative training program employees, who earn minimum wage, and those firefighters and police officers governed by the terms of any collective bargaining agreement.

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

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

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2019.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY:_____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 32.

City Council-Regular
Meeting Date: 03/18/2019
Staff Source: Kristina L. Hale, City Attorney

SUBJECT

2019-O-040 An Ordinance of the City of Laredo, Texas, amending Section 2.03 "Gifts" of the Laredo Code of Ethics by adding an exception to the general prohibitions in order to allow for donations of money, real estate, products, services, and property made by persons or business entities that serve a public purpose and that are in accordance with the city's donation policy; providing a severability clause; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On February 4, 2019, City Council approved a motion directing staff to amend Section 2.03 of the Code of Ethics to allow solicitation and acceptance of donations that directly enhance public projects, facilities and programs while reducing costs to the City.

On February 19, 2019, City Council introduced the Ordinance.

BACKGROUND

Section 2.03(b) of the Laredo Code of Ethics provides fifteen enumerated exceptions to the general rule that prohibits a city official or employee from soliciting, accepting or agreeing to accept any gift or benefit from an individual or entity doing or seeking to do business with the City. The proposed amendment adds an additional exception for donations (a) made without the expectation of any reward, reciprocal benefit, or influence; (b) that serve a valid public purpose; and (c) made in accordance with the City's Donation Acceptance Policy.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council adopt this ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:

Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Any donations will be deposited into the contributions revenue account.

Attachments

2019-O-040

ORDINANCE NO. 2019-O-040

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING SECTION 2.03, "GIFTS" OF THE LAREDO CODE OF ORDINANCES BY ADDING AN EXCEPTION TO THE GENERAL PROHIBITIONS IN ORDER TO ALLOW FOR DONATIONS OF MONEY, REAL ESTATE, PRODUCTS, SERVICES, AND PROPERTY MADE BY PERSONS OR BUSINESS ENTITIES THAT SERVE A PUBLIC PURPOSE AND THAT ARE IN ACCORDANCE WITH THE CITY'S DONATION POLICY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, §2.03(b) of the Ethics Code provides fifteen enumerated exceptions to the general rule that prohibits a city official or employee from soliciting, accepting, or agreeing to accept, any gift or benefit from an individual or entity doing or seeking to do business with the City;

WHEREAS, pursuant to §51.076(a) of the Texas Local Government Code, a home rule city has express statutory authority to accept donations from an individual or other private entity that it receives by gift, deed, devise, or other manner; and

WHEREAS, in order to achieve the goal of preserving enhancing and strengthening the quality of life in the community, the City Council must identify opportunities to capture non-traditional revenue; and

WHEREAS, the City Council finds that amending the Laredo Ethics Code to permit the acceptance of donations and sponsorships is a creative and innovative solution utilized by many other cities, and will assist the City of Laredo in providing quality goods and services to local residents.

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

Section 1. The City of Laredo Code of Ordinances, Section 2.03(b) of the Code of Ethics is hereby amended by adding a *subsection (16)* to read as follows:

Section 2.03 Gifts.

(b) Exceptions to the Section 2.03. Section (a) herein does not include:

(16) Donations of money, real estate, products, services, and property made by persons or business entities to the City of Laredo *if:*

(A) made without the expectation of any reward, reciprocal benefit, or influence;

(B) a valid municipal public purpose is served; and

(C) if made in accordance with the City's Donation Acceptance Policy.

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE

_____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2019-R-27 Authorizing the Co-Interim City Managers to submit a grant application in the amount of $53,448.72 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase SWAT equipment/gear to help ensure the safety of unit members while performing many assigned duties. No local match is required. Grant will be accounted for in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting applications for projects that support sate and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.

Funding for this project will be utilized to purchase SWAT equipment/gear to help ensure the safety of unit members while performing many assigned duties. Equipment includes tactical headsets for use in loud environments where audio can be compromised and gas masks that protect the member from breathing chemical, biological, radiological and nuclear contaminated air. The Laredo Police SWAT team is dedicated to professionally resolve life threatening critical incidents, while striving to minimize negative impact on Laredo's and its surrounding area residents. The equipment requested is necessary as the Laredo Police SWAT team further responds to acts or threats of terrorism. It has been established that properly equipped SWAT teams can reduce the risk of death and injury to civilians. The ultimate goal of the Laredo Police SWAT team is to save lives.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
That this resolution is approved.

Fiscal Impact

Fiscal Year:	2020
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Fund 229- Grant will be accounted for in the Special Police Fund.

Attachments

Resolution to Apply

RESOLUTION NO. 2019-R-27

Authorizing City Manager to submit a grant application in the amount of $53,448.72 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase SWAT equipment/gear to help ensure the safety of unit members while performing many assigned duties. No local match is required. Grant will be accounted for in the Special Police Fund.

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo will apply for the amount of $53,448.72 from the Office of the Governor's Homeland Security Grants Division to fund the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant; and

Whereas, the City of Laredo use these funds for law enforcement terrorism prevention activities; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division.

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

Section 1: Authorizing City Manager to submit a grant application in the amount of $53,448.72 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase SWAT equipment/gear to help ensure the safety of unit members while performing many assigned duties. No local match is required. Grant will be accounted for in the Special Police Fund.

Section 2: It authorizes the City Manager to execute all necessary documents to obtain said grant and to effectuate its term.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2019-R-28 Authorizing the Co-Interim City Managers to submit a grant application in the amount of $43,120.40 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase a portable x-ray machine which will allow bomb technicians the ability to obtain real-time imaging in a variety of applications. No local match is required. Grant will be accounted for in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.

Presently the South Texas Development Council (STDC) region has only one explosive disposal unit, situated in Laredo, TX, consisting of four members (two teams) for the entire region. The unit serves as a regional response team and supports, via a task force, the ATF Laredo office. The goal of this unit is to deter and disrupt threats of terrorists attack at the earliest point possible. This involves responding to countless reports of suspicious devices, packages, and cargo while working with other local, state, and federal agencies. Funding for this project will be utilized to purchase a *Ne X-Ray Nano* portable x-ray machine which will allow bomb technicians the ability to obtain real-time imaging in a variety of applications.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this resolution is approved.

Fiscal Impact

Fiscal Year:	2020
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Fund 229- Grant will be accounted for in the Special Police Fund.

Attachments

Resolution to Apply

RESOLUTION NO. 2019-R-28

Authorizing City Manager to submit a grant application in the amount of $43,120.40 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase a portable x-ray machine which will allow bomb technicians the ability to obtain real-time imaging in a variety of applications. No local match is required. Grant will be accounted for in the Special Police Fund.

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo will apply for the amount of $43,120.40 from the Office of the Governor's Homeland Security Grants Division to fund the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant; and

Whereas, the City of Laredo use these funds for law enforcement terrorism prevention activities; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division.

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

Section 1: Authorizing City Manager to submit a grant application in the amount of $43,120.40 to the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the State Homeland Security Program (SHSP)-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase a portable x-ray machine which will allow bomb technicians the ability to obtain real-time imaging in a variety of applications. No local match is required. Grant will be accounted for in the Special Police Fund.

Section 2: It authorizes the City Manager to execute all necessary documents to obtain said grant and to effectuate its term.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2019-R-29 Authorizing the Co-Interim City Managers to accept a grant in the amount of $39,668.50 from the Office of The Governor, Criminal Justice Department (CJD), for funding the 2019 Justice Assistance Grant (JAG) for the period of October 01, 2018 through September 30, 2019. This funding will provide overtime for the Anti-Gang Unit which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and maintaining the TX-Gang database. Funding is available in Special Police Fund.

PREVIOUS COUNCIL ACTION

Resolution 2018-R-27 was approved by Council on 02/20/2018 to submit the 2019 Justice Assistance Grant Application.

BACKGROUND

This Justice Assistance Grant is offered through the Office of The Governor, Criminal Justice Department. The grant period for the 2019 CJD JAG Anti-Gang Project is October 01, 2018 through September 30, 2019. The funds will provide funding for the specialized Anti-Gang Unit, consisting of Laredo Police Department Investigators, one Department of Public Safety (DPS) Trooper and one Criminal Investigator from Homeland Security Investigations (HSI). This unit will target Criminal Street Gangs when they are more prone to be active; train and promote officer safety, and respond in a proactive manner to address and suppress criminal gang activities.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That City Council approves this Resolution.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Y
Source of Funds:	Special Police

Account #: 229-2339

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is aviable under Special Police Fund 229. No local match required.

Attachments

JAG Anti-Gang Project FY19 Resolution to Accept

Summary of Grant Award

RESOLUTION 2019-R-29

Authorizing the City Manager to accept a grant in the amount of $39,668.50 from the Office of The Governor, Criminal Justice Department, for funding the 2019 JAG or Justice Assistance Grant Anti-Gang Project for the period of October 01, 2018 through September 30, 2019. This funding will provide overtime for the Anti-Gang Unit which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and maintaining the TX-Gang database. Funding is available in the Special Police Fund.

Whereas, the City of Laredo finds it in the best interest of the citizens of Laredo, that the Anti-Gang Project be operated for the 2018-2019 fiscal year.

Whereas, the City of Laredo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, this grant will pay the overtime for the officers assigned to the unit, and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of Justice Programs funds, the City of Laredo assures that the funds will be returned to the Office of the Governor, Criminal Justice Division in full; and

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

Section 1: Authorizes the City Manager to accept a grant in the amount of $39,668.50 from the Office of The Governor, Criminal Justice Department, for funding the 2019 JAG or Justice Assistance Grant Anti-Gang Project for the period of October 01, 2018 through September 30, 2019. This funding will provide overtime for the Anti-Gang Unit which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and maintaining the TX-Gang database.

Section 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

Grant Number: 3609001

_____
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3609001	**Award Amount:**	$39,668.50
Date Awarded:	2/14/2019	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2018 - 09/30/2019	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2019	**Total Project Cost:**	$39,668.50
Program Fund:	DJ-Edward Byrne Memorial Justice Assistance Grant Program		
Grantee Name:	Laredo, City of		
Project Title:	Anti-Gang Project		
Grant Manager:	Jim Hershey		
DUNS Number:	785399833		

CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	8/29/2016
Federal/State Award ID Number:	2016-DJ-BX-0161
Total Federal Award/State Funds Appropriated:	$13,376,852.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2019-R-30 Authorizing the Co-Interim City Managers to submit a grant application in the estimated amount of $103,000.00 to the Office of the Governor, Public Safety Office, Criminal Justice Division for the Violence Against Women Justice and Training Program Grant for the period of October 1, 2019 through September 30, 2020. This grant will fund one Investigator position and travel/training for the Special Investigations Unit. The City of Laredo will be responsible for a required match of 29% of total project funds. Funding will be available in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

This Violence Against Women Justice and Training Program Grant is offered through the Office of the Governor, Public Safety Office Criminal Justice Division. The purpose of this funding is for projects that promote a coordinated, multidisciplinary approach to improve the justice system's response to violent crimes against women. These crimes include domestic violence, sexual assault, dating violence, and stalking. The grant period is October 1, 2019 through September 30, 2020. This grant will fund one Investigator position that will be assigned to the Special Investigations Unit and travel/training affiliated with the grant project. This program will enhance the police departments ability to investigate, prosecute, and convict suspects of violent crimes against women.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2020
Bugeted Y/N?:	N
Source of Funds:	Special Police
Account #:	229

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

The Violence Against Women Justice and Training Program grant will be in the estimated amount of $103,000.00, with a required 29% of total project match from the city.

Attachments

CJD VAWA FY20 Resolution to Apply

RESOLUTION 2019-R-30

Authorizing the City Manager to submit a grant application in the estimated amount of $103,000.00 to the Office of the Governor, Public Safety Office, Criminal Justice Division for the Violence Against Women Justice and Training Program Grant for the period of October 1, 2019 through September 30, 2020. This grant will fund one Investigator position and travel/training for the Special Investigations Unit. The City of Laredo will be responsible for a required match of 29% of total project funds. Funding will be available in the Special Police Fund.

Whereas, the Office of the Governor, Criminal justice Division and the Laredo Police Department will provide one investigator that will be assigned to the Special Investigations Unit in the City of Laredo Police Department; and

Whereas, the City of Laredo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

Whereas, the City of Laredo agrees that in the event of loss or misuse of the Office of Justice Programs funds, the City of Laredo assures that the funds will be returned to the Office of the Governor, Criminal Justice Division in full; and

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

SECTION 1: Authorizing the City Manager to submit a grant application in the estimated amount of $103,000.00 to the Office of the Governor, Public Safety Office, Criminal Justice Division for the Violence Against Women Justice and Training Program Grant for the period of October 1, 2019 through September 30, 2020. This grant will fund one Investigator position and travel/training for the Special Investigations Unit. The City of Laredo will be responsible for a required match of 29% of total project funds.

SECTION 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its items.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

Grant Number: 3849501

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2019-R-31 Authorizing the Co-Interim City Managers to submit a grant application in the amount of $61,642.60 to the Office of The Governor, Criminal Justice Department (CJD), for funding the 2020 Justice Assistance Grant (JAG) for the period of October 01, 2019 through September 30, 2020. This funding will be used to equip sixteen (16) members of the LPD Traffic Unit with Panasonic Toughpads to improve efficiency and effectiveness during critical situations. Funding will be available in Special Police Fund.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

This Justice Assistance Grant is offered through the Office of The Governor, Criminal Justice Department. The grant period for the 2020 CJD JAG LPD Traffic Unit Toughpad Project is October 01, 2019 through September 30, 2020. The funds will be used to equip sixteen members of the Traffic Unit with Panasonic Toughpads to improve efficiency and effectiveness for e-citation capability and mobile MCT access.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That City Council approves this Resolution.

Fiscal Impact

Fiscal Year:	2020
Bugeted Y/N?:	N
Source of Funds:	Special Police
Account #:	229-2339
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding will be budgeted under Special Police Fund 229. No local match required.

Attachments

CJD JAG FY20 Resolution to Apply

RESOLUTION 2019-R-31

Authorizing the City Manager to submit a grant application in the amount of $61,642.60 to the Office of The Governor, Criminal Justice Department (CJD), for funding the 2020 Justice Assistance Grant (JAG) for the period of October 01, 2019 through September 30, 2020. This funding will be used to equip sixteen (16) members of the LPD Traffic Unit with Panasonic Toughpads to improve efficiency and effectiveness during critical situations. Funding will be available in Special Police Fund.

Whereas, the City of Laredo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo finds it in the best interest of the citizens of Laredo, that the LPD Traffic Toughpad Project be operated for the 2019-2020 fiscal year; and

Whereas, this grant will provide funds to equip sixteen (16) Traffic Unit members with Panasonic Toughpads, and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of Justice Programs funds, the City of Laredo assures that the funds will be returned to the Office of the Governor, Criminal Justice Division in full; and

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

Section 1: Authorizes the City Manager to submit a grant application in the amount of $80,000.00 to the Office of The Governor, Criminal Justice Department, for funding the 2019 JAG or Justice Assistance Grant Anti-Gang Project for the period of October 01, 2018 through September 30, 2019. This funding will provide overtime for the Anti-Gang Unit which will target Criminal Street Gangs by identifying, monitoring, suppressing and documenting criminal gang activities and maintaining the TX-Gang database.

Section 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

Grant Number: 3870901

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Claudio Trevino Jr., Chief of Police

SUBJECT

2019-R-32 Authorizing the Co-Interim City Managers to submit a grant application to K9s4COPs to request a police service dog to be trained and used by the Laredo Police Department for law enforcement purposes. The police service dog is grant funded and will be at no cost to the City of Laredo Police Department.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The K9s4COPs Grant program application is a request for a police service dog that is brought before the Executive Board for consideration. This application process does not guarantee a police service dog will be placed with the organization. K9s4COPs take great care in the selection process to ensure the grant of a police service dog is being placed with an agency that has the financial capability to care for the police service dog and has the experience necessary to utilize this highly trained asset to the greatest extend possible. The police service dogs are strictly for law enforcement use. If granted, this canine will be used to enhance the K9 unit at the Laredo Police Department in the fight against drugs.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	N
Source of Funds:	N/A

Account #: N/A

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

No financial impact.

Attachments

Resolution to Apply

RESOLUTION #2019-R-32

Authorizing the City Manager to submit a grant application to K9s4COPs to request a police service dog to be trained and used by the Laredo Police Department for law enforcement purposes. The police service dog is grant funded and will be at no cost to the City of Laredo.

Whereas**,** the Laredo Police Department is submitting an application to K9s4COPs to request a police service dog to be trained and used by the Laredo Police Department for law enforcement purposes; and

Whereas, the grant is at no cost to the City; and

Whereas, the Laredo Police Department will assume full responsibility for the care and custody of the police service dog; and

Whereas, the Chief of Police recommends the authorization to apply for the police service dog from K9s4COPs to enhance the Laredo Police Department K9 section.

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

SECTION 1: Authorizing the City Manager to submit a grant application to K9s4COPs to request a police service dog to be trained and used by the Laredo Police Department for law enforcement purposes. The police service dog is grant funded and will be at no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Staff Source: Vanessa Guerra

SUBJECT

2019-R-33 A resolution expressing the City of Laredo's support for the memorial designation of Cuatro Vientos Road/Loop 20, from State Highway 359 to Mangana Hein Road, as the Lance Corporal Rodrigo Rodriguez Memorial Highway, as authorized by Texas Transportation Code 225.002, entitled Memorial Designation of Highway(s) by Local Governments.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Texas Transportation Code, Chapter 225.002, provides for the memorial designation of roadways on the state highway system. Subchapter A of that chapter authorizes local governmental units, if approved by the Texas Department of Transportation (the Department), to assign a memorial designation to a part of the state highway system, and prescribes the policies and procedures by which memorial highways are designated.

Webb County will submit a request to the Texas Department of Transportation for the assignment of a memorial highway designation for that section of Cuatro Vientos Road (Loop 20), beginning from State Highway 359 and ending at Mangana Hein Road. The County proposes that section of roadway be designated the Lance Corporal Rodrigo Rodriguez Memorial Highway. The proposed designation is intended to honor Lance Corporal Juan Rodrigo Rodriguez for his valiant service in Iraq. Webb County has requested the City of Laredo express its support for the proposed memorial designation.

Lance Corporal Rodriguez, was a member of weapons Platoon, 1st Battalion, 23rd Marine Division and was deployed to take part in Operation Enduring Freedom. in Iraq. On January 13, 2005, he succumbed to injuries inflicted as a result of enemy action in Al Anbar Province, Iraq. 23 year old Lance Corporal Juan Rodrigo Rodriguez became the City of Laredo's first service member to perish in Iraq. He served his country with honor and distinction, and paid the ultimate price in service to his nation.

Webb County shall be responsible for the fabrication, installation, and all maintenance

expenses of the signs, and shall be required to execute an Advanced Funding Agreement with TxDOT prior to signage installation.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

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

Attachments

2019-R-33
Resolution Request
RESOLUTION 03-11-2019-_____
Plainview Daily Herald Article

RESOLUTION NO. 2019-R-33

A RESOLUTION EXPRESSING THE CITY OF LAREDO'S SUPPORT FOR THE MEMORIAL DESIGNATION OF CUATRO VIENTOS ROAD/LOOP 20, FROM STATE HIGHWAY 359 TO MANGANA HEIN ROAD, AS THE LANCE CORPORAL RODRIGO RODRIGUEZ MEMORIAL HIGHWAY, AS AUTHORIZED BY TEXAS TRANSPORTATION CODE 225.002, ENTITLED MEMORIAL DESIGNATION OF HIGHWAY(S) BY LOCAL GOVERNMENTS.

WHEREAS, Texas Transportation Code, Chapter 225.002, provides for the memorial designation of roadways on the state highway system. Subchapter A of that chapter authorizes local governmental units, if approved by the Texas Department of Transportation (the Department), to assign a memorial designation to a part of the state highway system, and prescribes the policies and procedures by which memorial highways are designated; and

WHEREAS, Webb County will submit a request to the Texas Department of Transportation for the assignment of a memorial highway designation for the section of Cuatro Vientos Road (Loop 20), beginning from State Highway 359 and ending at Mangana Hein Road; and

WHEREAS, the proposed memorial designation for said roadway shall be Lance Corporal Rodrigo Rodriguez Memorial Highway; and

WHEREAS, Lance Corporal Juan Rodrigo Rodriguez was deployed to Iraq to take part in Operation Enduring Freedom; and

WHEREAS, on January 13, 2005 Lance Corporal Rodriguez, a member of weapons Platoon, 1st Battalion, 23rd Marine Division, succumbed to injuries inflicted as a result of enemy action in Al Anbar Province, Iraq; and

WHEREAS, 23 year old Lance Corporal Juan Rodrigo Rodriguez became the City of Laredo's first service member to perish in Iraq; and

WHEREAS, Lance Corporal Juan Rodrigo Rodriguez served his country with honor and distinction and paid the ultimate price in service to his nation; and

WHEREAS, Webb County shall finance the fabrication, installation, and bear all maintenance expenses of the signs, and shall be required to execute an Advanced Funding Agreement with TxDOT prior to signage installation; and

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

DRAFT

Supports the memorial designation of Cuatro Vientos Road/Loop 20, between State Highway 359 and Mangana Hein Road, as Lance Corporal Rodrigo Rodriguez Memorial Highway, as authorized by the Texas Transportation Code, Chapter 225.002 under the jurisdiction of local governments.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____ 2019.

_____
PETE SAENZ
MAYOR

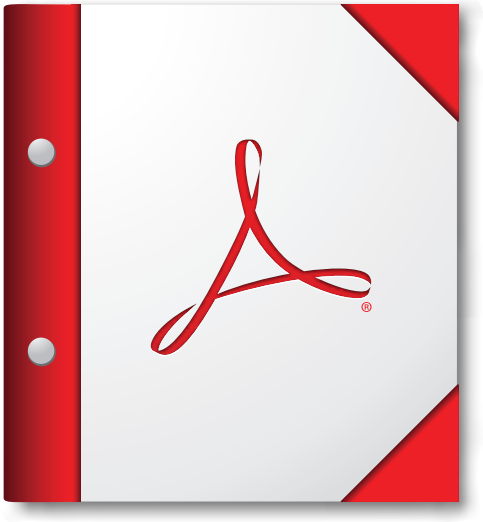
ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
KRISTINA K. LAUREL HALE
CITY ATTORNEY

DRAFT



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Get Adobe Reader Now!

RESOLUTION 03-11-2019-_____

REQUESTING THE TEXAS TRANSPORTATION COMMISSION, BY AND THORUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ADOPT A MEMORIAL DESIGNATION FOR THAT SECTION OF STATE LOOP 20 (KNOWN AS CUATRO VIENTOS ROAD), BEGINNING AT THE INTERSECTION WITH HWY 359 AT SL 20 AND ENDING AT MANGANA HEIN ROAD AT SL 20 IN HONOR OF LANCE CORPORAL JUAN R. RODRIGUEZ THE FIRST SERVICE MEMBER TO FROM WEBB COUNTY TO BE KILLED IN ACTION WHILE SERVING IN IRAQ AND REPEALING ANY PRIOR INCONSISTENT RESOLUTIONS

WHEREAS, Texas Transportation Code, Chapter 225.002, provides for the memorial designation of roadways on the state highway system; and

WHEREAS, Webb County, hereinafter referred to as the Local Government, submits this request through Texas Department of Transportation requesting the Texas Transportation Commission honor the memory of Lance Corporal Juan R. Rodriguez with a memorial highway designation as part of the state highway system within the local government's jurisdiction; and

WHEREAS, Lance Corporal Juan R. Rodriguez was deployed to Iraq to take part in Operation Enduring Freedom; and

WHEREAs, on January 13, 2005 Lance Corporal Rodriguez, a member of weapons Platoon, 1st Battalion, 23rd Marine Division, died from injuries as a result of enemy action in a hotly contested combat zone in Al Anbar Province, Iraq at the age of 23; and

WHEREAS, Lance Corporal Juan R. Rodriguez served his country with honor and distinction; and

WHEREAS, Lance Corporal Juan R. Rodriguez paid the ultimate price in the service of his nation.

NOW, THEREFORE, BE IT RESOLVED BY THE WEBB COUNTY COMMISSIONERS COURT THAT:

Section 1: it does, by these presents, respectfully petition the Texas Transportation Commission, by and through the Texas Department of Transportation, designate that section of State Loop 20 (known as Cuatro Vientos Road), beginning at the intersection with Hwy 359 at SL 20 and ending at Mangana Hein Road at SL 20 in honor of Lance Corporal Juan R. Rodriguez; and

Section 2: it repeals any prior resolutions regarding the naming of that portion of Loop 20 described in Section 1 and specifically Resolution 2011-R-041; and

Section 3: it directs a certified copy of this resolution be sent to the Texas Department of Transportation.

Section 4: will enter into an Advance Funding Agreement to finance, fabricate, install and maintain signage on designated section of SL 20.

PASSED BY THE WEBB COUNTY COMMISSIONERS COURT ON THIS THE 11TH DAY OF MARCH, 2019.

The Honorable Tano E. Tijerina
Webb County Judge

The Honorable Jesse Gonzalez
Commissioner, Precinct 1

The Honorable Rosaura "Wawi" Tijerina
Commissioner, Precinct 2

The Honorable John Galo
Commissioner, Precinct 3

The Honorable Cindy Liendo
Commissioner, Precinct 4

ATTEST:
The Honorable Margie Ramirez Ibarra
Webb County Clerk

By: _____

APPROVED AS TO FORM:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

MyPlainview https://www.myplainview.com/news/article/Laredo-Marine-killed-in-Iraq-8539314.php

Laredo Marine killed in Iraq

Published 6:00 pm CST, Thursday, January 13, 2005

A 23-year-old Marine reservist who was his family's breadwinner has become this city's first service member to die in Iraq, his family said Friday.

Recommended Video

Military officials told Lance Cpl. Juan Rodrigo Rodriguez's family he was one of two Marines who died Thursday in an explosion, said his 22-year-old sister, Fatima Rodriguez. The military has not publicly announced his death.

Juan Rodriguez was assigned to Charlie Company, 1st Battalion, 23rd Marines, based in Corpus Christi.

Fatima Rodriguez said two Marines came to the family's home Thursday afternoon with the news. She said she was at work when they came.

"All they told me was I needed to get home as fast as I could," she said. "As soon as you know you have a major on the other end, you understand what they're going to tell you."

She said her parents were taking it hard.

"He was their only son and yes, it is hard for them to understand and basically for it to feel true," she said.

Before deploying to Iraq, Juan Rodriguez worked at a pawn shop to provide for his parents, who are too ill to work.

He called his family regularly, and last spoke with them on Tuesday. He said he was excited because he was going to be promoted. He was on a seven-month deployment and was expected home in eight weeks.

When his six-year reserve term was up, he planned to go to school to be a police officer.

"He wanted to join the local police department and the SWATs because he was going to have experience from the military," she said.

Rodriguez made his mark as part of the United South High School Junior ROTC Marine Corps.

He helped get the program running, said Zapopan Gonzalez, a secretary who works for the group.

By the time he graduated in 2000, he had become battalion commander and earned the rank of cadet colonel, the highest the unit had given. He helped lead the corps drill team to become the national champion in Daytona Beach, Fla., Gonzalez said, and he received many awards and honors.

"I saw him grow," she said. "He became a Marine."

Steve Villarreal, a Marine medic who served in Iraq last year and is now preparing for possible deployment with the National Guard, remembered Rodriguez as a dedicated soldier.

"Juan was proud to fight for his country," he said in Friday's editions of the Laredo Morning Times. "Unfortunately, this is war. This is a sad day."

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HEARST

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario C. Cabello, Co-Interim City Manager

Staff Source: Maria G. Soliz, Library Director

SUBJECT

2019-R-38 Authorizing the Co-Interim City Managers to enter into a Memorandum of Understanding between the American Library Association (ALA), through its division, the Public Library Association (PLA) and the City of Laredo-Public Library for the purpose of participation in the Inclusive Internship Initiative (III), funded by the Institute of Museum and Library Services. Funding includes a $3,500.00 stipend for the intern and travel reimbursement for mentor and intern to attend the kick-off event in Chicago, IL and the wrap-up event in Washington, D.C.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

In alignment with the Public Library Association's strategic goal of Equity, Diversity, Inclusion and Social Justice, the Inclusive Internship Initiative (III) was piloted in 2017 as a pathway program to increase diversity in public librarianship. Through III students from diverse backgrounds are introduced to careers in librarianship.

III offers paid ($3,500), summer-long internships to high school students at their local public library. Over the course of the summer, interns practice leadership skills and work with his or her librarian mentor on a community-based learning project. III will also reimburse the City for travel expenses for the librarian mentor and the intern to attend the June 13th-15th kick-off event in Chicago, IL and the September 20th-22nd wrap up event in Washington, DC.

Since its inception, more that 100 high school students at 80 libraries have learned about careers in librarianship.

The Public Library Association (PLA) a division of the American Library Association (ALA), is supporting III and the Laredo Public Library's participation with funding from

the Institute of Museum and Library Services.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommend approval of the Resolution.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funds for intern will be deposited into General Fund.

Attachments

MOU ALA PLA Intern
ALA PLA Intern Resolution

INCLUSIVE INTERNSHIP INITIATIVE!

Congratulations! The Laredo Public Library has been selected to participate in the Inclusive Internship Initiative (III) this summer. The Public Library Association (PLA), a division of the American Library Association, is supporting III and the Library's participation with funding from the Institute of Museum and Library Services.

To confirm your participation, please read the Memorandum of Understanding below, sign to confirm your understanding and acceptance, and return a copy to plinterns@ala.org by Friday April 26, 2019.

Memorandum of Understanding

This Memorandum of Understanding ("Agreement") is by and between the American Library Association, through its division, the Public Library Association ("PLA") and the legal entity identified in the signature block below ("Library") and shall be effective on the date the Agreement is signed and returned to PLA as noted above.

Library Obligations.

As a participating library, Library is responsible for:

- Identifying, recruiting, and onboarding an appropriate intern representative of the demographic diversity of the library's community. Interns may be incoming high school juniors, seniors, or college freshmen who are eligible for employment under the laws of the Library's state of residence;
- Assigning a staff person to serve as a mentor and main point of contact;
- Participate in monthly virtual learning and networking opportunities
- With the intern, developing a connected learning project and establish a work schedule necessary to complete the project;
- Offering at least 5 hours a week of one-on-one mentoring and coaching to the intern;
- Attending a June 13-15 kick-off event in Chicago, IL. and a September 20-22 wrap-up event in Washington, D.C. Please see attached document for more information about event travel;
- Providing a safe working environment, including the necessary equipment, furniture and supplies needed to successfully complete the internship project;
- Providing a thorough overview of policy and procedures and ensure the intern is in regular compliance with Library policy.

Payment Terms.

- PLA will make a single payment of $3,500 per intern to the Library upon submission of this form and a completed W9.
- The Library is responsible for establishing the hourly wage and schedule with the intern. The Library is responsible for working with Library's HR department to understand and apply and relevant withholding and benefits rules.
- The Library is responsible for internally transferring stipend funds to payroll and issuing paychecks to the interns. Paychecks should be issued in accordance with the Library's existing payroll policy.
- Funds can only be used to cover hourly wages of the intern, and on direct intern support. Funds cannot support mentor time or overhead. PLA will reimburse the Library for pre-approved travel (including ground transport to and from the airport) and meal expenses for the mentor and the intern to the kick-off and wrap up meetings.
- PLA shall not be responsible for any other or further expenses or costs incurred by the Library. Library is responsible for all employment related expenses including benefits, taxes, insurance and other employment related costs.

Please complete the attached W9 form return to plinterns@ala.org. ALA accounting requires this information to issue payments.

Travel Obligations.

- As part of this internship, interns and mentors are required to attend a kick-off event in Chicago IL (June 13-15) and a wrap-up event in Washington, D.C (Sept.20-22).
- To ensure travel and hotel deadlines are met, PLA must know the names of the participating mentor and intern by May 20, 2018.
- PLA grant funds will cover travel, lodging, and incidentals for one mentor and one intern per library.
- PLA will make its travel office available to coordinate mentor and intern travel to both Chicago and Washington D.C.
- PLA will make hotel reservations for all students and mentors, based on program participant rosters. Mentors will be assigned their own rooms; interns will be assigned a roommate.
- Interns and mentors are responsible for arranging ground transportation to and from airports. PLA will reimburse these costs, as well as other travel incidentals such as meals and checked-bag fees.
- Participants are expected to walk up to one mile at a time. Local ground transportation will provided for longer distances, evening events, and to meet needs of those with mobility issues.

- PLA has provided the Library with a permission slip for the intern or as needed the intern's parent or guardian to sign. Please forward a copy of signed permission slips to plinterns@ala.org by May 20, 2018.

Employer Relationship.

Library is an independent contractor and not an employee, agent, joint venturer, or partner of PLA, and nothing in this Agreement shall be construed as creating any other relationship between PLA and Library, or between any employee or agent of Library and PLA. Accordingly, neither Library nor any of its employees (including the intern) will participate in or be entitled to any benefits under PLA's benefit programs or plans now existing or hereafter created, including, without limitation, PLA's pension plan, savings plan, and medical, life and accidental death insurance plans. Library's employees (including the intern) shall at all times remain employees of Library, which shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, social security, Medicare, unemployment or other insurance, and workers' compensation. Library agrees to comply with all laws, rules, regulations and ordinances applicable to it as an employer, including, without limitation, the withholding and contribution provisions of any law affecting the income or payroll of its employees, as well as any state unemployment or workers' compensation acts.

Library agrees to indemnify and hold harmless the PLA, its affiliates and their officers, directors, employees, successors and assigns (all hereinafter referred to in this Paragraph as the "PLA") from and against any losses, damages, claims, demands, suits, liabilities and expenses (including reasonable attorney's fees and court costs) that arise out of or result from: (a) injuries or death to persons or damage to property, including theft, in any way arising out of or occasioned by, caused or alleged to have been caused by or on account of the negligence or willful misconduct of the Library or its employees (including the intern); (b) assertions under workers' compensation or similar acts made by the intern, or injuries to such persons for which PLA would be responsible under workers' compensation or similar acts if the persons were employed by PLA; (c) assertions by interns under any federal, state or local law, ordinance, regulation, rule or order relating to an employment practices or wage claim; (d) claims by interns, governmental authorities or others of any actual or asserted failure of Library to comply with any law, ordinance, regulation, rule or order of any government body. Library agrees to defend PLA, at PLA's request, against any such claim, demand or suit. Any attorney retained to defend any such claim, demand or suit shall be mutually acceptable to PLA and Library. PLA agrees to notify Library in writing within a reasonable time of any written claims or demands against PLA for which Library is responsible under this Paragraph.

Miscellaneous Terms.

Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

Notices:
American Library Association
50 E. Huron St.
Chicago, IL 6061 l
Attention: Mary Hirsh
Email: plinterns@ala.org

For Library:

Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Fort avoidance of doubt, Library shall comply with applicable nondiscrimination laws, including but not limited to those in the Assurances and Certifications of the IMLS grant, throughout the grant award and the application and selection process.

Contract Interpretation. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties. This Agreement represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Illinois and venue shall be in Cook County, Illinois.

This Agreement has been signed as of the date indicated below

Name: Date:

Library: Laredo Public Library

Library Address: 1120 E. Calton Rd.

Signature: _____

RESOLUTION 2019-R-38

AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE AMERICAN LIBRARY ASSOCIATION (ALA), THROUGH ITS DIVISION, THE PUBLIC LIBRARY ASSOCIATION (PLA) AND THE CITY OF LAREDO – PUBLIC LIBRARY FOR THE PURPOSE OF PARTICIPATION IN THE INCLUSIVE INTERNSHIP INITIATIVE (III) AS FUNDED BY THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES. FUNDING INCLUDES A $3,500.00 STIPEND FOR THE INTERN AND TRAVEL REIMBURSEMENT FOR MENTOR AND INTERN TO ATTEND THE KICK-OFF EVENT IN CHICAGO, IL AND THE WRAP-UP EVENT IN WASHINGTON, D.C.

Whereas, the City of Laredo and the Laredo Public Library are interested in supporting younger generations' interest in learning about the librarian profession; and

Whereas, the City of Laredo and the Laredo Public Library wish to increase diversity and inclusion in public librarianship; and

Whereas, the intern will be recruited from current teen program participants and the Teen Advisory Board; and

Whereas, the selected high school intern will be introduced to careers in librarianship, will work with a librarian mentor on a community-based learning project and will receive a stipend funded by ALA through its division PLA of $3,500.00; and

Whereas, the City will be reimbursed by ALA/PLA for travel expenses for the librarian mentor and intern to attend the June 13th-15th kick-off event in Chicago, IL and the September 20th-22nd wrap-up event in Washington, DC;

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

Section 1. The City of Laredo and the American Library Association (ALA), through its Division, the Public Library Association (PLA) enter into A Memorandum of Understanding for the purpose of participation in the Inclusive Internship Initiative as funded by the Institute of Museum and Library Services. Funding includes a $3,500.00 stipend for the intern and travel reimbursement for mentor and intern to attend the kick-off event in Chicago, IL and the wrap-up event in Washington, DC.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 18th DAY OF March 2019.

_____

PETE SAENZ
MAYOR

ATTEST:

_____

JOSE A. VALDEZ, JR.

CITY SECRETARY

APPROVED AS TO FORM:

_____

KRISTINA LAUREL HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello and Robert A. Eads

Staff Source: John Porter/Riazul Mia

SUBJECT

2019-R-39 Supporting SB 1496, introduced by Texas State Senator Judith Zaffirini, District 21, calling for the creation and funding of a pilot study conducted by the Texas Water Development Board and providing for hydrologic and water quality monitoring, characterization, and modeling of the Rio Grande watershed in Webb County and Zapata County as a means to improve the state of the Rio Grande River which serves as the sole source of drinking water for the City of Laredo and millions of people in South Texas.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Rio Grande remains one of the 10 most endangered rivers in the world. Despite its critical importance as a source of irrigation, drinking water, and ecosystem habitat, it remains an understudied and underfunded river system. Understanding and improving its health is key for future growth, and for the sustained protection of ecological habitat, ecotourism, avian tourism, and flood protection for cities throughout South Texas.

The pilot study as proposed would provide more accurate and timely data of the river as it relates to flow, flooding, water quality, heavy metals, and emerging contaminants. Results of the study would more effectively direct resources, funding, and policy priorities to improve the state of this endangered river.

The Rio Grande near Laredo lacks a real-time stream gaging and water-quality monitoring network. At present, there is one International Boundary and Water Commission (IBWC) stream gaging station in the Laredo area. Additional stream gaging stations and water quality sensors are needed to: (1) provide data to better understand the effects of withdrawals and discharges and support management of

water allocations, (2) enhance public safety through flood forecasting, and (3) better understand the river's health for humans and ecological habitat. These include water quality trends, contaminant concentrations, and contaminant loads.

The project entails funding and establishing a 5-year pilot study of the Rio Grande with real-time data sensors with three in Webb County and one in Zapata County at an estimated cost of $2.45 million over a 5 year time frame.

COMMITTEE RECOMMENDATION

STAFF RECOMMENDATION

That this resolution be passed.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

No Financial Impact at the moment.

Attachments

SB 1496
2019-R-039

86R13957 SLB-D

By: Zaffirini S.B. No. 1496

A BILL TO BE ENTITLED

AN ACT

relating to a pilot project conducted by the Texas Water Development Board regarding the real-time monitoring of the inundation and water quality of certain portions of the Rio Grande.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Title 2, Water Code, is amended by adding Subtitle G to read as follows:

SUBTITLE G. PILOT PROJECT

CHAPTER 39. RIO GRANDE MONITORING PILOT PROJECT

Sec. 39.0101. PURPOSE. It is the policy of this state and the purpose of this chapter to:

(1) implement a pilot project on the Rio Grande to better provide for the public's interests and needs regarding that river;

(2) demonstrate new tools in water quality monitoring

administration of the conservation of this state's natural resources and protection of the public and the environment.

Sec. 39.0102. DEFINITIONS. In this chapter:

(1) "Board" means the Texas Water Development Board.

(2) "Commission" means the Texas Commission on Environmental Quality.

(3) "Pilot project" means the Rio Grande monitoring pilot project.

Sec. 39.0103. RIO GRANDE MONITORING PILOT PROJECT. (a) The board and the commission jointly shall conduct a river monitoring pilot project on the Rio Grande between Columbia and Falcon Lake as described by this section.

(b) The pilot project must include improvements to or installation of monitoring sites at the following locations:

(1) Colombia Solidarity Bridge;

(2) World Trade International Bridge;

(3) Juarez-Lincoln International Bridge;

(4) US Geological Survey Site 084592000; and

(5) a site in San Ygnacio upstream from Falcon Lake.

(c) The board shall

the Rio Grande.

(d) The commission shall establish a continuous, real-time water quality observation network for the segment of the Rio Grande described by Subsection (b), including a program of periodic water sampling to determine the levels of:

(1) turbidity;

(2) acidity;

(3) temperature;

(4) dissolved oxygen;

(5) nitrates; and

(6) total dissolved solids.

(e) The commission and the board may post information obtained in the pilot project on the commission's or board's Internet website.

(f) The board may contract or cooperate with any person necessary to complete the pilot project, including the United States Geological Survey Texas Water Science Center.

Sec. 39.0104. PILOT PROJECT REPORT. Not later than September 1, 2024, the board shall deliver a report to the

methods used and the results obtained for each element of the pilot project.

SECTION 2. This Act takes effect September 1, 2019.

RESOLUTION NO.: 2019-R-039

SUPPORTING SB1496, INTRODUCED BY TEXAS STATE SENATOR JUDITH ZAFFIRINI, DISTRICT 21, CALLING FOR THE CREATION AND FUNDING OF A PILOT STUDY CONDUCTED BY THE TEXAS WATER DEVELOPMENT BOARD AND PROVIDING FOR HYDROLOGIC AND WATER-QUALITY MONITORING, CHARACTERIZATION, AND MODELING OF THE RIO GRANDE WATERSHED IN WEBB COUNTY AND ZAPATA COUNTYAS A MEANS TO IMPROVE THE STATE OF THE RIO GRANDE RIVER WHICH SERVES AS THE SOLE SOURCE OF DRINKING WATER FOR THE CITY OF LAREDO AND MILLIONS OF PEOPLE IN SOUTH TEXAS.

WHEREAS, the Rio Grande River remains one of the 10 most endangered rivers is the world; and

WHEREAS, despite the Rio Grande River's critical importance as a source of irrigation, drinking water, and ecosystem habitat, it remains a remarkably understudied and underfunded river system; and

WHEREAS, understanding and improving Rio Grande River's health is key for future growth, and for the sustained protection of ecological habitat, ecotourism, avian tourism, and flood protection for cities throughout South Texas; and

WHEREAS, the pilot study as proposed through Senate Bill 1496 and introduced by Texas State Senator, Judith Zaffirini, District 21, would provide more accurate and timely data of the river as it relates to flow, flooding, water quality, heavy metals and emerging contaminants; and

WHEREAS, the pilot study would more effectively direct resources, funding, and policy priorities to improve the state of this endangered river; and

WHEREAS, the Rio Grande River near Laredo lacks a real-time stream gaging and water-quality monitoring network, and additional stream gaging stations and water quality sensors are needed to: (1) provide data to better understand the effects of withdrawals and discharges and support management of water allocations, (2) enhance public safety through flood forecasting, and (3) better understand the river's health for humans and ecological habitat; and

WHEREAS, the pilot project entails funding and establishing a 5-year pilot study of the Rio Grande with real-time data sensors with 3 in Webb County and 1 in Zapata County at an estimated cost of $2.45 million over a 5-year time frame; and

WHEREAS, it is in the City of Laredo's best interest to support SB 1496, in that the Pilot Study would help to improve the state of the Rio Grande River which serves as the sole source of drinking water for the City of Laredo and millions of people in South Texas.

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

1. It supports SB1496, introduced by Texas State Senator Judith Zaffirini, District 21, calling for the creation and funding of a Pilot Study to be conducted by the Texas Water Development Board and providing for Hydrologic and Water Quality Monitoring, Characterization, and Modeling of the Rio Grande Watershed in Webb County and Zapata County as a means to improve the state of the Rio Grande River which serves as the sole source of drinking water for the City of Laredo and millions of people in South Texas.
2. This Resolution is effective immediately upon passage.

PASSSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, this ____ day of _____ 2019.

_____
Honorable Pete Saenz
Mayor

ATTEST:

_____
Jose A. Valdez, Jr.
City Secretary

_____
Kristina L. Hale
City Attorney

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Robert A. Eads and Rosario Cabello

SUBJECT

2019-R-40 Resolution supporting the ratification of the United States, Mexico, Canada Agreement and continued free trade between the United States and its North American trading partners to ensure the U.S. remains competitive against other trade blocs and U.S. jobs are preserved.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

President Trump, Canadian Prime Minister Justin Trudeau, and former Mexican President Enrique Pena Nieto signed the United States-Mexico-Canada Agreement (USMCA) in November 2018 following the renegotiation and modernization of the North American Free Trade Agreement (NAFTA). The USMCA currently remains pending ratification by the U.S. Congress.

Free trade between the United States, Mexico and Canada has had a positive impact on the national, state, and local economy. Nationwide, approximately, fourteen (14) million U.S. jobs depend on trade with Canada and Mexico, and 43 of 50 U.S. states list Canada or Mexico as their 1st or 2nd largest export market. Of local significance, the Laredo Customs District, which encompasses all ports from Del Rio, Texas to Brownsville, Texas, ranks the third largest in the U.S., with a reported trade value of over $303 billion dollars in 2017. The Port of Laredo is recognized as the largest U.S. inland port and the second “overall port” after Long Beach. Most notably, the trade and transportation industry accounts for approximately 31% of all jobs in Laredo.

The ratification of USMCA will preserve jobs nationwide and create new economic opportunities for border communities, such as Laredo, whose economies rely heavily on the trade and transportation industry.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
That this Resolution be approved.

Fiscal Impact

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

Attachments

2019-R-040

RESOLUTION NO.: 2019-R-040

RESOLUTION SUPPORTING THE RATIFICATION OF THE UNITED STATES, MEXICO, CANADA AGREEMENT (USMCA) AND CONTINUED FREE TRADE BETWEEN THE UNITED STATES AND ITS NORTH AMERICAN TRADING PARTNERS TO ENSURE THE U.S. REMAINS COMPETITIVE AGAINST OTHER TRADE BLOCS AND U.S. JOBS ARE PRESERVED.

WHEREAS, President Trump, Canadian Prime Minister Justin Trudeau, and former Mexican President Enrique Pena Nieto signed the United States-Mexico-Canada Agreement (USMCA) in November 2018 following the renegotiation and modernization of the North American Free Trade Agreement (NAFTA); and

WHEREAS, nationwide approximately, fourteen (14) million U.S. jobs depend on trade with Canada and Mexico, and 43 of 50 U.S. states list Canada or Mexico as their 1st or 2nd largest export market; and

WHEREAS, the Laredo Customs District, which encompasses all ports from Del Rio, Texas to Brownsville, Texas, ranked the third largest in the U.S. with a reported trade value of over $303 billion dollars in 2017; and

WHEREAS, the Laredo Port of Entry is recognized as the largest U.S. inland port and the second "overall port" after Long Beach; and

WHEREAS, the trade and transportation industry accounts for approximately 31% of all jobs in Laredo; and

WHEREAS, the new trade deal remains pending ratification by the U.S. Congress; and

WHEREAS, the ratification of USMCA will preserve jobs nationwide and create new opportunities for border communities such as Laredo, whose economies rely heavily on the trade and transportation industry;

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

Section 1. It supports the ratification of the United States, Mexico, Canada Agreement and continued free trade between the United States and its North American trading partners to ensure the U.S. remains competitive against other trade blocs and U.S. jobs are preserved.

Section 2. This resolution takes effect immediately upon its adoption.

PASSSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, this ____ day of _____ 2019.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

_____
KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Yvette Limon, Bridge System Director

SUBJECT

Authorizing the Co-Interim City Managers to execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P., for the hardware and software maintenance of the Laredo Bridge System Electronic Toll Collection equipment. This maintenance service contract is for a term of one (1) year with an option to renew three (3) additional years of maintenance, effective April 1, 2019 and will not exceed $320,231.00. Funding is available in the Bridge System Fund.

PREVIOUS COUNCIL ACTION

On November 6, 2017, City Council executed Addendum No 1 for the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P., for the hardware and software maintenance of the Laredo Bridge System Toll Collection equipment. This addendum to the maintenance service contract was for a term not to exceed six (6) months effective October 1, 2017 to March 1, 2018 and for an amount not to exceed $106,938.48 ($17,823.08 per month).

BACKGROUND

Over the past several years, the Laredo Bridge System has maintained a software/hardware maintenance contract with TransCore, L.P., so as to insure that the electronic toll collection equipment, both the hardware as well as the software are adequately maintained. This insures the 24/7 operation integrity and continued excellence in servicing our valued customers.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Authorize the City Manager to execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Y
Source of Funds: Operations
Account #: 553-4010-583-2030
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
Funding is contingent upon availability in the Bridge System Fund. The contract amount will be divided equally among the four bridge divisions (553-4010, 553-4012, 553-4015 and 553-4061).

Fiscal Year: 2019
Bugeted Y/N?: Y
Source of Funds: Operations
Account #: 553-4012-583-2030
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
Funding is contingent upon availability in the Bridge System Fund. The contract amount will be divided equally among the four bridge divisions (553-4010, 553-4012, 553-4015 and 553-4061).

Fiscal Year: 2019
Bugeted Y/N?: Y
Source of Funds: Operations
Account #: 553-4015-583-2030
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
Funding is contingent upon availability in the Bridge System Fund. The contract amount will be divided equally among the four bridge divisions (553-4010, 553-4012, 553-4015 and 553-4061).

Fiscal Year: 2019
Bugeted Y/N?: Y
Source of Funds: Operations
Account #: 553-4061-583-2030
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
Funding is contingent upon availability in the Bridge System Fund. The contract amount will be divided equally among the four bridge divisions (553-4010, 553-4012, 553-4015 and 553-4061).

Attachments

Transcore Maintenance Contract

TransCore – The City of Laredo Bridge System
Toll Collection System Maintenance Service Contract

MAINTENANCE SERVICE CONTRACT
BETWEEN THE CITY OF LAREDO AND TRANSCORE, L.P.

This CONTRACT made this ___ day of_____, 2019, and effective as of the 1st day of April, 2019 and ending on the 30th day of March, 2020 by and between the City of Laredo, Texas, hereinafter termed the "Customer", and TransCore, LP a Delaware limited partnership, and its successors or assigns, hereinafter termed the "Contractor".

WITNESSETH:

WHEREAS, the Customer and the Contractor wish to enter into a contract for the Contractor's performance of the Scope of Work more fully described hereinafter in the Contract documents, including this Contract and its Enclosures A and B hereto; and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable to perform and provide the desired work and services within the provisions of **Enclosures "A" – Scope of Work.**

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

This Contract provides for payment in accordance with the price set forth in **Enclosure "A" – Scope of Work**

THAT for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Customer, the Contractor hereby agrees at the prices set forth in this Contract to commence and complete the Scope of Work for the Customer, in accordance with the Scope of Work documents; and the Contractor agrees to furnish all the materials, supplies, machinery, equipment, training and other accessories and services and whatever else may be necessary to complete the said services in accordance with the Scope of Work documents.

1. SERVICES: Contractor agrees to begin the work on the 1st day of April 2019 and to complete the work in accord with the Contract documents, including this Contract and its Enclosure A – Scope of Work. This Contract is for a term not to exceed one (1) year, unless otherwise extended or terminated by a written amendment. Should the Customer exercise its right to extend the Contract the Contractor agrees to perform the work during such extension period at the prices agreed to.

2. PAYMENT: For the Contractor's satisfactory performance of all the work called for hereunder, the Customer shall pay the Contractor the annual sum of three hundred and twenty thousand two hundred and thirty-one dollars (**$320,231.00)** in accordance with **Enclosure "A" – Scope of Work**, which represents the Contract price, to be paid in twelve (12) monthly payments. If funding will be provided incrementally the Contractor has no responsibility to

complete performance unless the Customer provides full funding. If there is a lapse in funding, the Contractor shall be entitled to request and receive an equitable adjustment in accordance with the "Delays" provision of this Contract. Any increase in the Contract amount or funding, which exceed the full funding of this Contract, and any decreases in the Contract amount or funding can be made only by a written Amendment to this Contract, executed by the parties hereto. The Contract amount cannot be increased or decreased without a written amendment of this Contract, agreed to and signed by the parties hereto.

3. GOVERNING LAW, JURISDICTION AND VENUE. This Contract shall be construed in accordance with the laws of the State of Texas, and venue for any legal dispute involving this Contract shall be Webb County, Texas.

4 . NOTICES: All notices or other communications hereunder shall be in writing and shall be sent by fax to the numbers set forth below and will be deemed delivered on the date on which the fax is transmitted.

All written notices to the Customer shall be addressed to:

Ms. Rosario C. Cabello
Co-Interim City Manager
1110 Houston
Laredo, Texas 78040
Tel. No. 956.791.7302
Fax No. 956.791.7498
And also to:
Bridge Director, City of Laredo
PO Box 579
Laredo, Texas 78042
Tel No. 956.791.2200
Fax No. 956.729.2061

All written notices to the Contractor shall be addressed to:

Ms. Jane Brothers
Contract Manager
TransCore, LP
3721 TecPort Drive, Suite 102
Harrisburg, PA 17111
Tel. No. (717) 561-5875

And also to:
Mr. R Clint Holley
Vice President
TransCore, LP
4903 West Sam Houston Parkway North
Houston, Texas 77041

Tel. No. 713.939.5400
Fax No. 713.355.3349

Either party may change the person and his or her fax number to which notices hereunder may be addressed by giving prior written notification to the other party.

5. PRICING, TERMS AND CONDITIONS, INVOICING: This Contract does not provide for performance or payment bonds. The Contractor's prices do not include tax. If at any subsequent point, it is determined that sales, use or excise taxes are due on any services or goods provided by the Contractor under this Contract, said costs shall be directly flowed through to, and reimbursed by, the Customer

6. The Contractor shall submit certified invoices in accordance with **Enclosure "A" – Scope of Work**. If the Customer finds the Contractor's invoices to be correct, in good order, and in the proper format, the Customer will pay the Contractor within thirty (30) calendar days. In the event an invoice is disputed, the Contractor and the Customer will work together to resolve the dispute. If there are portions of the invoice not in dispute, the Customer will pay the Contractor those portions not in dispute within thirty (30) calendar days after review. The Customer will pay the Contractor disputed portions which have been resolved within thirty (30) calendar days of resolution. The Contractor shall have no claim for interest on any disputed amounts that require more than thirty (30) calendar days to resolve.

7. EXAMINATION OF RECORDS: Contractor's non-financial books and records pertaining to the work under this Contract shall at all reasonable times be subject to inspection and audit by the appropriate governmental agencies. The application of audit provisions to fixed price work are not for the purpose of price adjustments to such fixed price work, nor shall Contractor's cost information for such work be required to be reported. Governmental agencies may, however, examine unpriced records related to such work for the purposes of verifying performance.

8. RIGHT TO CANCEL; SUSPENSION OR TERMINATION: The Customer reserves the right to suspend or terminate this Contract in whole or in part at any time if the best interests of the Customer require such termination, and, if so, with sixty (60) calendar days written notice to the Contractor. Upon a termination without cause by the Customer, Contractor shall be entitled to receive payment for all costs incurred and non-cancelable commitments made in support of this Contract prior to the receipt of the termination notice. If the Customer determines the performance of the Contractor is not satisfactory, the Customer will have the option of: (a) terminating the Contract with sixty (60) days written notice, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract can be terminated at the end of such time. The Contract may also be cancelled by the Contractor with the mutual prior written consent of both parties, or upon sixty (60) days written notice in the event that the Customer has defaulted on some significant obligation of this Contract or has withheld any funds due the Contractor under this Contract.

9. DELAYS: In the event the Contractor is delayed in performing services under this contract

by the Customer, other governmental bodies, the Customer's contractors, agents, public utilities, patrons, or other third parties, and such delays result in an increase in costs to the Contractor or time for performance, the Customer and the Contractor will negotiate an equitable adjustment to the Contract price, schedule, or both. The Contractor shall provide timely written notice to the Customer within five (5) business days of becoming aware of a delay or the happening of an event, to provide the Customer with an opportunity to resolve the delay or potential delay.

10. FORCE MAJEURE: Except as otherwise expressly provided herein, neither party shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, earthquakes, explosion, riots, strikes (not including strikes of the Contractor's staff personnel), war, terrorist acts, or inclement weather, where the party whose performance was delayed did not otherwise cause or contribute to the cause of the delay or not prevent, when able to prevent, such delay. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and outside the reasonable control of such suppliers, subcontractors, or the like, including, but not limited to, acts of God or the public enemy, fires, explosions, strikes (not including strikes of the Contractor's suppliers', subcontractors', or the like's staff personnel), war, terrorist acts, or inclement weather.

11. INSURANCE; INDEMNIFICATION: For the duration of this Contract, the Contractor will submit and maintain proof of insurance coverage in accordance with the Customer's regulations as described below and more fully defined in **Enclosure "B" – Insurance Requirements.**

    The Contractor agrees to provide any reasonable insurance coverage for this Contract and copies of applicable insurance policies and endorsements. Contractor cannot, however, permit the Customer to delete, modify, or revise any policy terms, conditions, limitations, or exclusions of the Contractor's insurance program.

12. ENTIRE AGREEMENT: This Contract supersedes all proposals, oral or written, and all negotiations, conversations, or discussions heretofore between the parties related to this contract. Customer and Contractor acknowledge that they have not been induced to enter into this Contract by representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Contract shall prevail, notwithstanding any variance with the terms and conditions of any order or any other instruments submitted by the Customer or the Contractor. This Contract shall not be construed to be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written agreement signed by duly authorized representatives of the parties hereto.

13. SECTION HEADINGS: The descriptive titles and headings of various sections of the Contract documents are inserted for convenience of reference only and shall not control nor affect the meaning or construction of any of the provisions hereof.

14. SEVERABILITY: Should any part of this Contract for any reason be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Contract without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

Signed, in duplicate originals on the __ day of _____, 2019.

ATTEST:

_____
Jose A. Valdez, Jr.
City Secretary

CITY OF LAREDO, TEXAS

_____
Rosario C. Cabello
Co- Interim City Manager

TRANSCORE, LP.

By: _____
R Clint Holley
Vice President

ENCLOSURE "A" – SCOPE OF WORK

The City of Laredo Bridge System
TransCore 2019-2020
Maintenance Service Agreement

Scope of Work

A. Maintenance Organization

The Contractor's chain of command for the maintenance personnel is as follows:

Site Manager – The Site Manager is assigned to the project and ensures that the preventive, corrective, routine, and emergency maintenance is performed in strict accordance with the approved maintenance plan. The Site Manager is generally remote, but makes routine visits to each location.

Lead Technician – The Lead Technician serves as the day-to-day interface with the Site Manager, as well as, being the leading technical expert assigned to the customer.

Contractor 's employees have the authority to do whatever is necessary to keep the Toll Collection System running properly.

1. Contractor will provide, at a minimum 2,080 regular labor hours and a maximum of 400 hours overtime, Lead Technician services person in Laredo.
2. Contractor will provide software support services as needed.
3. Normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday excluding City of Laredo holidays and vacation.

B. Site Manager

The primary responsibility of the Site Manager is to supervise the in-lane mechanical force, including scheduling, material procurement, coordinating repairs and tools and other resources required by the Lead Technician and software support team. The Site Manager is located in Houston, Texas and will visit the Customer and locations a minimum of 4 (four) times per year.

1. The Site Manager coordinates, manages, and schedules the maintenance activities. Additional duties include the following:

    - Assigns and trains personnel
    - Supervises the equipment maintenance performed by Contractor technicians or subcontract personnel
    - Trains and retrains
    - Interfaces with Contractor senior managers on a regular basis

The ability to evaluate and advise on matters pertaining to the Toll Collection System (TCS) is required to effectively meet the obligations with the Customer.

2. Contractor will specify any/all subcontractors Contractor plans to use for the proposed services, along with a description of the subcontracted activities to be provided. The Customer has the right to review and approve any subcontractors and to request the removal and replacement of any subcontractor who does not perform to the satisfaction of the Customer. Subcontract personnel will be used on an as-needed basis for any civil or electrical type work on a time and material basis. The Customer reserves the right to select such subcontractor or enter into a direct contract with such firm.

C. Lead Technician

1. The Lead Technician serves as the day-to-day interface with the Customer or Network analyst. The responsibilities of this individual range from scheduling work to evaluating and replacing equipment and performing preventive, corrective and emergency maintenance.

2. In addition to the field organization, Contractor has established technology centers in Houston, Dallas, San Diego, and Harrisburg which may be called upon as required or needed.

D. Maintenance Approach

1. Contractor will act as the single point of contact for the Customer's ETCS hardware and software maintenance. The Site Manager will provide general oversight and coordination of maintenance activities and will serve as the primary liaison. Contractor field maintenance personnel, who are carefully trained in Contractor methods, procedures, and client-oriented approach, will maintain equipment.

   When a technician arrives, he will be fully equipped to service the hardware components. The Contractor, as part of its managed-maintenance program, will adhere to a preventive maintenance schedule, taking into consideration predictive maintenance. The history gathered from data collection and analysis will be the basis for predictive maintenance actions.

2. The Customer will be responsible for tracking the utilization of spare parts and inventory in FMMS.

3. Contractor will provide the necessary transportation for the Contractor maintenance personnel and will provide the Customer with an on-board categorized and listed inventory of spare parts as well as weekly reports of spare parts used and the location of such parts for The Customer to update the FMMS database.

4. Contractor will locate their repair center(s) in Customer facilities.

E. Hardware Maintenance

The hardware maintenance service provides on-site coverage with one (1) full time technician during normal business hours as defined in section A.2. After hours on-call coverage will be maintained on a bi-weekly rotation by a single person.

Contractor will use the Customer's bucket and crash attenuator trucks when required to maintain the toll system in accordance with Customer policies and procedures regarding use of such items. We feel this is the most cost-effective and practical way to accomplish this functionality. Contractor does not require this type of equipment in the typical maintenance of the toll system and will strive to schedule its use in advance as much as possible. Contractor will monitor and evaluate this practice and make a recommendation to the Customer if this policy needs to be reexamined.

F. Software Maintenance

Contractor will utilize remote software maintenance for the Customer's toll collection system. Customer's electronic toll collection system has been carefully designed and configured so Contractor personnel can maintain software components remotely. The system architecture also supports the following:

- Remote system management
- Remote network management
- Remote problem diagnosis
- Remote database administration
- Remote system administration

The goal of the system architects was to construct a system that minimized management and administration by the local staff.

Contractor distinguishes between two types of software maintenance activity:

- Corrective Maintenance – the diagnosis and correction of software errors
- Adaptive Maintenance – the modification of existing software to meet changes in user needs or system configuration.

Corrective maintenance will be provided as part of our maintenance services. Adaptive maintenance will be quoted as required.

All remote support activities performed by Contractor personnel will conform to the Customer policies and procedures intended to assure the security of the Customer's system and information assets.

Typical software maintenance and system administration duties include the following:

- System and data disk monitoring

- System resource monitoring
- System task monitoring
- Time service checking
- System backup management
- Network monitoring
- Automated daily processes management
- Periodic disk defragmentation
- Periodic data/system growth evaluation

1. The hardware, firmware, software, and software maintenance is warranted as defined in the Service Center Upgrade contract documents, Contractor's proposal and the DDD.

2. Any change in functionality outside the original contracted scope of work will be quoted outside this Contract.

3. All changes, modifications and updates required for software maintenance will be submitted by Contractor to the Customer's designated representative in advance for approval. The submittal will include the existing condition, the change proposed, a schedule and the results of the change. Contractor will submit release notes prior to and after any software changes for documentation of changes.

4. All notations, format changes and changes in procedures resulting from any action(s) above will be submitted by Contractor in the form of release notes prior to and after any software changes for documentation of changes.

5. Unless it will adversely affect operations and traffic processing, all software maintenance will occur during normal business hours, Laredo local time, in order to allow the Customer to monitor the activities.

G. Database and Network Administration

Typical database and network administration duties include the following:

- Confirm database availability
- Monitor alert logs
- Verify free table space
- Analyze database growth rate
- Administer global data changes
- Review database file activity
- Perform tuning and maintenance
- Check data table fragmentation
- Perform system resource contention adjustments
- Periodic defragmentation of data table
- Periodic review of database growth projections

1. Contractor will coordinate network activities with the Customer's designated network administrator.

2. All changes, modifications and updates required for database maintenance will be submitted by Contractor to the Customer's representative in advance for approval. The submittal will include the existing condition, the change proposed, a schedule and the results of the change. Contractor will submit release notes prior to and after any database changes for documentation of changes.

3. All notations, format changes and changes in procedures resulting from any action above will be submitted by Contractor in the form of release notes to the Customer. Contractor will submit release notes prior to and after any database changes for documentation of changes.

4. Unless it will adversely affect operations and traffic processing, all database maintenance will occur during normal business hours, Laredo local time, in order to allow the Customer to monitor the activities.

H. Spare Parts

Contractor recommends maintaining an inventory of spare equipment and parts onsite in a state that will allow them to be put into service immediately if required. All spare parts are to be identical or equivalent to the parts installed as part of the original installation.

I. Treadle Maintenance

The Customer will continue maintaining the items currently in its areas of responsibility including, but not limited to, treadles and gates.

J. Weigh In Motion (WIM) Maintenance

Weigh-In-Motion (WIM) scales and VCDs on all fourteen (14) lanes should be tested and calibrated on a monthly basis using a certified, statically weighed truck. This is the responsibility of the Customer's technicians.

K. Safety

Contractor personnel will follow all safety rules and regulations observed by the Customers staff at all times. In addition, Contractor personnel will wear dayglow safety vests while working in toll collection lanes.

1. Contractor will be responsible for providing all Customer-required personal safety equipment to its personnel.

L. Work Outside of this Contract

Contractor will provide repairs on a time-and-materials basis for any equipment damaged by accident, neglect or abuse at the price indicated in the pricing section. Additional labor charges for this effort will be applied if the corrective action is performed outside of normal business hours.

1. Contractor will keep accurate records of work performed because of an accident. With proper prior notice to and communication with the Customer, Contractor will do any invoicing for such work so the Customer and Contractor may recover costs associated with this work. However, in no event will Contractor be liable for collecting these accident costs from any third parties. Contractor will look solely to the Customer for the prompt payment of these time and materials charges.

M. Hardware Response Time

Contractor will respond to all calls received within 24 hours - 48 hours. However, Contractor will strive to be on-site within 24 hours.

N. Pricing, Terms and Conditions

This offer is valid for ninety (90) days after which time it expires without obligation. This scope of work does not include the provision of or price thereto of any bonding. If the Customer requires any bond, we will work toward resolve at the time of contract negotiations. This offer does not include tax. If at any subsequent point, it is determined that sales, use or excise taxes are due on any services or goods provided under this Contract, said costs shall be directly flowed through to, and reimbursed by, the Customer. Shipment of all spare hardware will be calculated as part of the component costs.

Payment terms are net thirty (30) days. Invoicing will commence on the last day of the month in which services have been rendered.

Pricing is:

Hardware/Software Maintenance Twelve (12) Months	$320,231.00
Time and Material	$97.00 per hour Material at cost +15%
Spares, Consumables	Cost +15%

1. Bonds: This contract does not provide for any bonding.

2. Hardware maintenance costs will not include parts replacements, spares, or consumables.

3. Software maintenance will continue to be provided to the Customer by Contractor as per the warranty provisions of the original contract documents.

4. Any labor and materials outside the scope of work of either the surviving portions of this Contract will be billed on a time and material basis after approval to complete has been given by the Customer at a cost of ninety-five dollars ($97.00) per hour for time & materials work. This would include accidents and force majeure.

5. Spares and consumables:

   a. The Customer, if desires, may order spare parts and consumables directly from their manufacturers.

   b. The Customer may procure spare parts from Contractor at cost plus fifteen percent (15%) rate.

O. Identification

1. All Contractor personnel working in and around Customer facilities will follow Customer security policies and procedures (such as wearing a picture identification tag at all times).

ENCLOSURE "B' – INSURANCE REQUIREMENTS

Prior to commencement of any work under this Contract, the Contractor shall furnish a completed Certificate of Insurance to the City of Laredo Risk Management Division and the City Secretary's Office. The Certificate shall be completed and signed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon and which shall furnish and contain all required information referenced and indicated thereon. The Customer shall have no duty to pay or perform under the Contract until such completed and signed Certificate of Insurance shall have been delivered to the Risk Management Division and the City Secretary's Office, and no officer, employee or elected official shall have authority to waive this requirement.

The Customer reserves the right to review the insurance requirements of this section during the effective period of the Contract or any extension or renewal hereof.

A contractor's financial integrity is of interest to the Customer, therefore, subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Customer, the Contractor shall obtain and maintain in full force and effect for the entire duration of the Contract, and any extension or renewal hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, with the exception of professional liability which may be written on a claims-made basis, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to the Customer of the following types and amounts:

	TYPE	LIMIT
1.	Workers Compensation	Statutory
1a.	Employers' Liability	$500,000/$500,000/$500,000

2. Commercial General (public) Liability Insurance to include coverage for the following:

a. Premise Operations	Combined Single Limit for Bodily
b. Independent Contractors	Injury and Property Damage
c. Products Liability	of $1,000,000 per occurrence
d. Contractual Liability	or its equivalent
e. Explosion, Collapse, underground or its equivalent	
f. Broad form property damage, to include fire legal liability	

3. Comprehensive Auto Liability

a. Owned/Leased vehicles	Combined Single Limit for Bodily
b. Non-owned vehicles	Injury and Property Damage
c. Hired vehicles	of $1,000,000 per occurrence or its equivalent

4. Fidelity Bond or Commercial Blanket Bond, in an amount not less than $1,000,000, covering all of the Contractor's employees who may handle or be responsible for monies or property of the Customer.

5. Excess Liability Insurance, subject to its own terms and conditions, in limits of not less than $2,000,000, in excess of the insurance provided in subparagraphs 1a, 2 and 3 above.

6. Professional Liability Insurance, subject to its own terms and conditions, in limits of not less than $1,000,000 each claim.

The Contractor agrees, that with respect to the above required insurance, all insurance contracts and Certificates of Insurance, with the exception of Professional Liability insurance, will contain the following required provisions:

- Name the City of Laredo and its officers, employees, agents, and elected representatives as additional insured with respect to operations and activities of, or on behalf of, the named insured performed under contract with the Customer, with the exception of the Professional Liability, Workers' Compensation and Employers' Liability policies.
- The Workers' Compensation and Employers' Liability policy will provide a waiver of subrogation in favor of the City of Laredo.

The Contractor shall notify the Customer in the event of any notices of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days to change, which notice must be accompanied by a replacement Certificate of Insurance. All such notices shall be given to the Customer at the following address:

City of Laredo
Administrative Services Department
Attention: Risk Management Division
912 Matamoros
Laredo, Texas 78042

City of Laredo
City Secretary's Office
P.O. Box 579
Laredo, Texas 78042-0579

If the Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the Customer may maintain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract upon giving written notice to the Contractor by certified return receipt mail; however, procuring of said insurance by the Customer is an alternative to other remedies the Customer may have, and is not the exclusive remedy for failure of the Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the Customer may have upon Contractor's failure to provide and maintain any insurance or policy endorsement to the extent and within the time herein required, the Customer shall have the right to order Contractor hereunder, and/or withhold payment(s) which become due, to Contractor, hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.

INDEMNITY

Contractor covenants and agrees to fully indemnify, defend, and hold harmless agents and/or assigns, the City of Laredo and the elected officials, employees, officers, directors, volunteers, and representatives of the Customer, individually, or collectively, from and against costs, claims, liens, direct damages, losses, expenses, fees, fines, penalties, proceedings, actions, demand, causes of actions, liability, and suits, including but not limited to, personal injury, or death and property damages, made upon the Customer directly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunities available to the Customer under Texas Tort Law and without waiving any defenses of the parties under Texas Law. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create grant of any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the Customer in writing of any claims or demands against the Customer or Contractor known to the Contractor related or arising out of Contractor's activities under this Contract and shall see the investigation of and defense of such claim or demand at Contractor's activities under the Contract and shall see the investigation of and defense of such claim or demand at Contractor's cost. The Customer shall have the right, at its option, and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

Notwithstanding anything to the contrary anywhere in this Contract, in no event shall either party be liable to the other for any incidental, indirect or consequential damages associated with this Contract or the parties performance hereunder.

END OF CONTRACT DOCUMENTS

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ramon E. Chavez, P.E., City Engineer; Arturo Garcia, CD Director

SUBJECT

Consideration for approval to award a professional services contract to Civil Engineering Consultants Don Durden, Inc., Laredo, Texas, for an amount not to exceed $29,400.00 for design and preparation of plans and specifications for the CDBG Sidewalks District VIII (14 Blocks). Design work is to be done on a fast track basis. Funding is available in the CDBG 2018 Action Year Grant.

PREVIOUS COUNCIL ACTION

On February 4, 2019, City Council approved the selection of consultant Civil Engineering Consultants Don Durden, Inc., Laredo, Texas, for the CDBG Sidewalks District VIII.

BACKGROUND

Scope of services include, but are not limited to:

This project entails the engineering, testing, and construction of sidewalks on various streets within District VIII and related amenities as deemed necessary to provide safe access along streets for residents and improve the public right of way.

Fee breakdown is as follows:

Surveying Phase	$5,600.00
Engineering Design Phase	$16,800.00
Construction Phase	$7,000.00
Total Fee	$29,400.00

List of sidewalks is as follows:

Street	From	To
Juarez Avenue	Garden	Constantinople Street
Garden Street	Salinas Avenue	Convent Avenue
Crosswalk Intersection	Garden Street	Santa Maria Avenue
Shea Street	Santa Maria Avenue	Davis Avenue

Poggenpohl Street	Santa Maria Avenue	Davis Avenue
Gonzalez Street	Santa Maria Avenue	Davis Avenue
Bruni Street	Santa Maria Avenue	Davis Avenue
Park Street	Santa Maria Avenue	Davis Avenue
Salinas Avenue	Park Street	Sanchez Street
Convent Avenue	Park Street	Sanchez Street
Flores Avenue	Park Street	Sanchez Street
San Agustin Avenue	Park Street	Sanchez Street
Juarez Avenue	Garcia Street	Benavides Street
Coke Street	Santa Cleotilde Avenue	Main Avenue

Design work is to be done on a fast track basis.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	CDBG 2018 Action Year
Account #:	211-8840-535-1311
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the CDBG 2018 Action Year Grant.
Account No. 211-8840-535-1311

Attachments

Proposal submitted by Civil Engineering Consultants

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

March 5, 2019

Ramon Chavez, PE
City Engineer
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78040

E0627200

RE: Proposal for Professional Services
CDBG Sidewalks Project – District VIII

Dear Mr. Chavez:

The Laredo Division of Civil Engineering Consultants (CEC) appreciates the opportunity to present this proposal to provide professional services on the above referenced project. In response to your request, we offer the following fee proposal to provide our professional surveying and engineering design services for fourteen (14) blocks of sidewalk improvements on various streets within District VIII, including related amenities as deemed necessary to provide safe access along the streets for residents. Thus, unless otherwise instructed, the scope and principal elements of work for our services will include the following:

SCOPE OF WORK:

TASK 1 – SURVEYING PHASE

1. *Conduct field surveys of the existing improvements within the project limits identified to obtain topographic, utilities and improvements data for use on the project.*

TASK 2 – ENGINEERING DESIGN PHASE

1. *Incorporate the topographic, utilities and improvement survey information, along with information obtained from the inventory research into a working base drawing as needed to conduct an assessment of the sidewalk blocks.*
2. *Prepare exhibits for and attend the City of Laredo Utility Coordination Committee meetings to identify locations of impacted and servicing utilities, establish lines of communication, and to identify locations for potholing on the project, if needed. This process will include attending and acting as the City's project representative for up to four meetings with the Committee.*
3. *Identify site constraints, design and utility conflicts with the preliminary plan and recommend modifications to the proposed design.*
4. *Meet with City Staff to discuss any issues or design considerations that may need to be reviewed prior to plan development.*
5. *Update the preliminary design plan to reflect any comments developed from the meeting with City Staff and initiate construction plan sheet set-up for the project.*

6. *Incorporate the final design plan within the working base drawing and establish final design sheets.*
7. *Prepare 60% review drawings including, title page, site dimension and control plan, existing site plan, sidewalk plan, roadway plan, cross sections, overall utility plan, design details, traffic control plan, storm water pollution prevention plan and other plan sheets as required for the project to be submitted for review to the City of Laredo Engineering Department.*
8. *Upon receipt of comments on 60% review drawings, make design modifications to the base drawing and plan sheets and prepare 90% final plans, specifications and estimate, as required for the project to be submitted for review to the City of Laredo Engineering Department.*
9. *Upon receipt of comments on the 90% review drawings, will prepare final 100% construction plans and specifications, and final cost estimate as required for bidding the project.*

TASK 3 – CONSTRUCTION PHASE

1. *Assist the City of Laredo during the advertising, bidding, and award phase of the project by preparing the bid schedule, preparing bid tabulations, preparing a recommendation for award, attending pre-construction conference, and coordinating start-up with the selected Contractor.*
2. *Provide support during the construction of the project to clarify and interpret the construction plans and specifications and serve as the City's project engineer/ representative in the field.*
3. *Stake out the benchmarks and control points.*
4. *Coordinate Contractor change orders (if needed), review Contractor pay requests and recommend payments to the Contractor.*
5. *Coordinate and conduct pre-final and final inspections of the project, prepare pre-final and final inspection reports and assist the City of Laredo with project close-out.*
6. *Field verify the proposed improvements. CEC will prepare and submit "As-Built" plans and coordinate with the City for their acceptance of the public improvements.*

FEE: Our Fee Budget for these services will be as follows:

Task 1: Surveying Phase	
• **$400 per Block x 14 Blocks**	**$ 5,600.00**
Task 2: Engineering Design Phase	
• **$1,200 per Block x 14 Blocks**	**$16,800.00**
Task 3: Construction Phase - $500 per Block x 14 Blocks	**$ 7,000.00**
TOTAL FEE BUDGET:	**$29,400.00**

The Fee Budget for each Task is based on our estimate of the time required to complete the Task and our current standard hourly billing rates. Any services requested outside of the Scope of Work identified herein will be considered additional services and billed hourly using our Standard Hourly Billing Rates in effect at the time the services are provided.

The following services are not included in the proposal and if needed; would require an additional services agreement:

1. *This proposal does not include an ALTA level survey.*
2. *This proposal does not include any subsurface utility research other than Texas 811 utility markings.*
3. *This proposal does not include deed research or right-of-way determinations.*
4. *This proposal does not include construction staking.*

GOVERNMENTAL FEES: Governmental fees are not anticipated for this project. If any fees are required, CEC assumes that the Owner will pay all fees. If requested by the Owner, CEC can pay fees that are less than $500, and if we do, we reserve the right to bill you for the amount advanced on your behalf plus 10%. CEC assumes that the City will pay for all geotechnical studies, construction material testing and State / TDLR review fees.

OTHER CHARGES: No other charges are anticipated for this project; however, should other additional services be required which necessitate travel, it will be added to your invoices, such as mileage at the rate of $0.60 per mile, overnight charges, reproduction charges, lodging and meals per diem at the rate of $35.00 per person per day plus actual cost of lodging and meals.

TERMS: You will be invoiced on a monthly basis for work performed. Payment of each invoice is due upon receipt. If any balances remain unpaid for more than 30 days, we reserve the right to charge interest at the rate of 1% per month. In addition, if any balance remains unpaid

for 60 days or more, we reserve the right to suspend work until the account is brought current. Other terms and conditions are included in the Standard Terms and Conditions, attached.

SCHEDULE: The following project completion schedule is an estimate of time based on past experiences with projects of similar requirements. This time estimate is subject to any reviews and revisions of the project. Once we receive the signed proposal and Notice to Proceed, we propose to complete the field work within 2 weeks. We will then process the survey data and prepare a working base drawing. We propose to complete and submit the 100% final construction plans and specifications within 12 weeks after completion of the survey field work.

In efforts to maintain our anticipated project completion schedule, we request the following information be provided in order to facilitate our work:

1. Existing surveys, right-of-way maps, easements, as-built plans, geotechnical reports, and/or drainage reports for the project areas.

DELIVERABLES:

- Five (5) sets of the Utility Coordination Committee Exhibits to the City of Laredo Engineering Department.
- Five (5) sets of the 60% and 90% design drawings to the City of Laredo Engineering Department and five (5) sets of the 100% sealed construction documents to the City of Laredo Engineering Department. The 100% sealed construction documents will also be provided on a CD in a .pdf format for the City's distribution and files.
- Bid tabulation for the project in hard copy and pdf format.
- RFIs and Addendums (if required) provided in hard copy and in .pdf format for the City's files.
- "As-Built" record drawings in hard copy, and .pdf format for the City's files.

ACCEPTANCE AND AUTHORIZATION TO PROCEED: To authorize us to proceed with this work, please sign in the space indicated below and return one copy to us. We will begin work upon your written notice to proceed and/or a signed copy of this proposal; to which, if authorized to proceed, you acknowledge acceptance of this proposal. This proposal is valid for 15 days from the date on this letter. After 15 days, CEC reserves the right to adjust the fee and schedule if necessary.

We appreciate the opportunity to provide you with our proposal for your important project. If you have any questions, please do not hesitate to contact me.

Sincerely,

CIVIL ENGINEERING CONSULTANTS
LAREDO DIVISION

Edward L. Ochoa, P.E., S.I.T., CFM
Senior Project Manager

By accepting this proposal, I certify that I am the owner of the property that will be improved by this work, or a legally authorized representative of the owner.

ACCEPTED:

_____
Printed Name, Title

_____
Signature

_____
Date

STANDARD TERMS AND CONDITIONS AGREEMENT

1. ADDITIONAL SERVICES: Additional services shall include any additional office or field services caused by any changes in the project and/or scope. Any such changes will be billed at the hourly rates stated herein or, if no such rates are stated, at CEC's customary hourly billing rates. Without otherwise limiting the scope of this paragraph, it is specifically agreed that any such additional services caused by policy or procedural changes, governmental agencies, client's legal disputes including litigation or arbitration, or any services associated therewith (preparation for depositions, etc.), will be regarded as additional services.

2. OWNERSHIP OF DOCUMENTS: All tracings, specifications, computations, survey notes and other original documents, considered as instruments of service, are and shall remain the property of CEC unless otherwise provided by law. Client agrees to not use such items on other projects without CEC's prior written consent. CEC is under no obligation to retain said documents beyond the completion of the project and may discard them at CEC's sole discretion.

3. LIMITATIONS ON COST ESTIMATES: Because CEC has no control over the cost of labor, materials, equipment, or services furnished by others, or over any methods used by the Construction Contractor(s) to determine prices, or over competitive bidding or market conditions, CEC's opinions of probable project costs and construction costs provided for herein will be made on the basis of CEC's experience and qualifications and represent CEC's best judgment as an experienced and qualified professional firm, familiar with the construction industry. However, CEC cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by CEC.

4. APPROVAL OF SERVICES: The services performed by CEC shall be deemed approved and accepted by Client as and when invoiced unless Client objects within 30 days of the invoice date by written notice specifically stating the details by which Client believes such services are unacceptable.

5. DELAY: Any delay, default, or termination in or of the performance of any obligation of CEC under this Agreement caused directly or indirectly by strikes; accidents; acts of God; shortages or unavailability of labor, materials, power, or transportation through normal commercial channels; failure of Client or Client's agent(s) to furnish information or to approve or disapprove CEC's services promptly; late, slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of CEC's work; or any other acts of the Client or any other federal, state, or local governmental agency or any other cause beyond CEC's reasonable control shall suspend the obligations of CEC as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. TERMINATION: In the event Client fails to pay CEC within 60 days after invoices are rendered, or in the event of any other material breach by the Client, CEC, in addition to any other remedies available by law or in equity, shall have the right, at its election, to either terminate this agreement or suspend the services until the default is cured.

7. INDEMNIFICATION: Client shall indemnify and hold CEC harmless from all loss, expense, claim, damage or liability of any nature, including attorney's fees, arising out of Client's failure to pay CEC, or otherwise perform in accordance with the terms of this Agreement.

8. REPLACEMENT OF SURVEY STAKES: CEC, if specified in the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the Client or others results in the need for restaking, the cost of such restaking will be billed as an extra to the Client on a time and materials basis. It will be the Client's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against

vandalism by others. If staking is prematurely ordered by the Client or others and construction does not take place, it will also be the Client's responsibility to protect said stakes until such time as construction takes place.

9. OBSERVATION AND TESTING FOR CONSTRUCTION SAFETY: The observation and testing for construction safety is not included herein.

10. RESTRICTIONS ON USE OF DOCUMENTS: It should be understood that any documents rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project and are prepared for the exclusive use of the Client. Use of the reports and data contained therein for other purposes is at the Client's sole risk and responsibility. The formal results of CEC's services will be in hard copy form only (reports, drawings, specifications, etc.). CEC assumes no responsibility to its Client for data, drawings, or text provided on computer disks or tapes.

11. SHOP DRAWINGS/SAMPLES: If included in the scope of work, CEC's review and approval will be only for conformance with design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures or construction. Approval of a separate item as such will not indicate approval of the assembly in which the item functions.

12. STANDARD OF CARE: CEC's services will be performed solely for the exclusive use of the Client and no right or obligation will extend to any third party. CEC's services are rendered without any expressed or implied warranty, but will be in full compliance with the general standards exercised by like professionals in the same locale.

13. INSURANCE: CEC maintains general liability and property damage insurance policies. Certificates of insurance evidencing such coverage will be provided to Client upon written request. Client acknowledges that CEC will not be liable to Client for any loss, damage, cost, or expense which, in the aggregate, would be greater than the amounts of CEC's insurance coverage limits, exclusions and conditions as set forth in such policies.

14. LIMITATION OF LIABILITY: CEC's liability to the Client for claims outside the scope of the insurance policies referenced in Paragraph 13 is limited to the greater of either the aggregate sum of $50,000, or CEC's total fee for services rendered pursuant to the Agreement. Any project contract executed by the Client shall include the following clause:

> Contractor agrees that CEC's liability, if any, is limited to the policy amount applicable to any public liability or property damage claim and is otherwise limited to the greater of either the aggregate sum of $50,000, or CEC's total fee for services rendered on this construction contract. Contractor further agrees to include this clause in its entirety in any subcontract or material contract for this project.

15. HAZARDOUS MATERIALS-ASBESTOS: If potentially hazardous materials or asbestos are encountered, CEC shall have the right to suspend its services and the right, by written notice to Client, to terminate the services described in the scope of work. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of this Agreement through the date of termination. CEC's expertise in the area of hazardous materials does not include asbestos detection and evaluation. CEC will not be liable to investigate for, or otherwise determine the presence of asbestos. Client hereby represents that is has no cause to suspect the presence of any potentially hazardous materials or asbestos. To the maximum extent permitted by law, the Client will indemnify and defend CEC and its officers, employees, subconsultants, and agents from all claims, damages, losses and expenses including but not limited to direct, indirect or consequential damages and attorney's fees arising out of or relating to the presence of asbestos or other hazardous substances on or from the Project.

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ramon E. Chavez, P.E., City Engineer; Arturo Garcia, CD Director

SUBJECT

Consideration for approval to award a professional services contract to Civil Engineering Consultants Don Durden, Inc., Laredo, Texas, for an amount not to exceed $31,900.00 for design and preparation of plans and specifications for the CDBG Downtown Neighborhood Access Improvements District VIII (11 Blocks). Design work is to be done on a fast track basis. Funding is available in the CDBG 2018 Action Year Grant.

PREVIOUS COUNCIL ACTION

On February 4, 2019, City Council approved the selection of consultant Civil Engineering Consultants Don Durden, Inc., Laredo, Texas, for the CDBG Downtown Neighborhood Access Improvements District VIII.

BACKGROUND

Scope of services include, but are not limited to:

The project will entail sidewalks, street improvements and other amenities as deemed necessary in downtown neighborhoods to provide safe access along streets for residents and improve the public right of way.

Fee breakdown is as follows:

Surveying Phase	$5,500.00
Engineering Design Phase	$19,800.00
Construction Phase	$6,600.00
Total Fee	$31,900.00

List of sidewalks is as follows:

Street	From	To
Grant Street	Santa Maria Avenue	Davis Avenue
Grant Street	Davis Avenue	Main Avenue

Grant Street	Main Avenue	Santa Cleotilde Avenue
Grant Street	Santa Rita	Vidaurri Avenue
Grant Street	Vidaurri Avenue	Isabel Avenue
Iturbide Street	Santa Maria Avenue	Davis Avenue
Iturbide Street	Davis Avenue	Main Avenue
Iturbide Street	Main Avenue	Santa Cleotilde Avenue
Iturbide Street	Santa Cleotilde Avenue	Santa Rita Avenue
Iturbide Street	Santa Rita	Vidaurri Avenue
Iturbide Street	Vidaurri Avenue	Santa Isabel Avenue

Design work is to be done on a fast track basis.

COMMITTEE RECOMMENDATION
N/A.

STAFF RECOMMENDATION
Approval of Motion.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?: Yes
Source of Funds: CDBG 2018 Action Year
Account #: 211-8850-535-1447
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in the CDBG 2018 Action Year Grant.
Account No. 211-8850-535-1447

Attachments

Proposal submitted by Civil Engineering Consultants

CEC

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

March 5, 2019

Ramon Chavez, PE
City Engineer
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78040

E0627200

RE: Proposal for Professional Services
CDBG Sidewalks Project – Downtown Neighborhood Access Improvements District VIII

Dear Mr. Chavez:

The Laredo Division of Civil Engineering Consultants (CEC) appreciates the opportunity to present this proposal to provide professional services on the above referenced project. In response to your request, we offer the following fee proposal to provide our professional surveying and engineering design services for twelve (12) blocks of sidewalk and street improvements along Iturbide St. and Grant St. within District VIII, including related amenities as deemed necessary to provide safe access along the streets for residents. Thus, unless otherwise instructed, the scope and principal elements of work for our services will include the following:

SCOPE OF WORK:

TASK 1 – SURVEYING PHASE

1. *Conduct field surveys of the existing improvements within the project limits identified to obtain topographic, utilities and improvements data for use on the project.*

TASK 2 – ENGINEERING DESIGN PHASE

1. *Incorporate the topographic, utilities and improvement survey information, along with information obtained from the inventory research into a working base drawing as needed to conduct an assessment of the street and sidewalk blocks.*
2. *Prepare exhibits for and attend the City of Laredo Utility Coordination Committee meetings to identify locations of impacted and servicing utilities, establish lines of communication, and to identify locations for potholing on the project, if needed. This process will include attending and acting as the City's project representative for up to four meetings with the Committee.*
3. *Identify site constraints, design and utility conflicts with the preliminary plan and recommend modifications to the proposed design.*
4. *Meet with City Staff to discuss any issues or design considerations that may need to be reviewed prior to plan development.*
5. *Update the preliminary design plan to reflect any comments developed from the meeting with City Staff and initiate construction plan sheet set-up for the project.*

6. *Incorporate the final design plan within the working base drawing and establish final design sheets.*
7. *Prepare 60% review drawings including, title page, site dimension and control plan, existing site plan, sidewalk plan, roadway plan, cross sections, overall utility plan, design details, traffic control plan, storm water pollution prevention plan and other plan sheets as required for the project to be submitted for review to the City of Laredo Engineering Department.*
8. *Upon receipt of comments on 60% review drawings, make design modifications to the base drawing and plan sheets and prepare 90% final plans, specifications and estimate, as required for the project to be submitted for review to the City of Laredo Engineering Department.*
9. *Upon receipt of comments on the 90% review drawings, will prepare final 100% construction plans and specifications, and final cost estimate as required for bidding the project.*

TASK 3 – CONSTRUCTION PHASE

1. *Assist the City of Laredo during the advertising, bidding, and award phase of the project by preparing the bid schedule, preparing bid tabulations, preparing a recommendation for award, attending pre-construction conference, and coordinating start-up with the selected Contractor.*
2. *Provide support during the construction of the project to clarify and interpret the construction plans and specifications and serve as the City's project engineer/ representative in the field.*
3. *Stake out the benchmarks and control points.*
4. *Coordinate Contractor change orders (if needed), review Contractor pay requests and recommend payments to the Contractor.*
5. *Coordinate and conduct pre-final and final inspections of the project, prepare pre-final and final inspection reports and assist the City of Laredo with project close-out.*
6. *Field verify the proposed improvements. CEC will prepare and submit "As-Built" plans and coordinate with the City for their acceptance of the public improvements.*

FEE: Our Fee Budget for these services will be as follows:

Task 1: Surveying Phase	
• **$500 per Block x 11 Blocks**	**$ 5,500.00**
Task 2: Engineering Design Phase	
• **$1,800 per Block x 11 Blocks**	**$19,800.00**
Task 3: Construction Phase	
• **$600 per Block x 11 Blocks**	**$ 6,600.00**
TOTAL FEE BUDGET:	**$31,900.00**

The Fee Budget for each Task is based on our estimate of the time required to complete the Task and our current standard hourly billing rates. Any services requested outside of the Scope of Work identified herein will be considered additional services and billed hourly using our Standard Hourly Billing Rates in effect at the time the services are provided.

The following services are not included in the proposal and if needed; would require an additional services agreement:

1. *This proposal does not include an ALTA level survey.*
2. *This proposal does not include any subsurface utility research other than Texas 811 utility markings.*
3. *This proposal does not include deed research or right-of-way determinations.*
4. *This proposal does not include construction staking.*

GOVERNMENTAL FEES: Governmental fees are not anticipated for this project. If any fees are required, CEC assumes that the Owner will pay all fees. If requested by the Owner, CEC can pay fees that are less than $500, and if we do, we reserve the right to bill you for the amount advanced on your behalf plus 10%. CEC assumes that the City will pay for all geotechnical studies, construction material testing and State / TDLR review fees.

OTHER CHARGES: No other charges are anticipated for this project; however, should other additional services be required which necessitate travel, it will be added to your invoices, such as mileage at the rate of $0.60 per mile, overnight charges, reproduction charges, lodging and meals per diem at the rate of $35.00 per person per day plus actual cost of lodging and meals.

TERMS: You will be invoiced on a monthly basis for work performed. Payment of each invoice is due upon receipt. If any balances remain unpaid for more than 30 days, we reserve the right to charge interest at the rate of 1% per month. In addition, if any balance remains unpaid

for 60 days or more, we reserve the right to suspend work until the account is brought current. Other terms and conditions are included in the Standard Terms and Conditions, attached.

SCHEDULE: The following project completion schedule is an estimate of time based on past experiences with projects of similar requirements. This time estimate is subject to any reviews and revisions of the project. Once we receive the signed proposal and Notice to Proceed, we propose to complete the field work within 2 weeks. We will then process the survey data and prepare a working base drawing. We propose to complete and submit the 100% final construction plans and specifications within 12 weeks after completion of the survey field work.

In efforts to maintain our anticipated project completion schedule, we request the following information be provided in order to facilitate our work:

1. Existing surveys, right-of-way maps, easements, as-built plans, geotechnical reports, and/or drainage reports for the project areas.

DELIVERABLES:

- Five (5) sets of the Utility Coordination Committee Exhibits to the City of Laredo Engineering Department.
- Five (5) sets of the 60% and 90% design drawings to the City of Laredo Engineering Department and five (5) sets of the 100% sealed construction documents to the City of Laredo Engineering Department. The 100% sealed construction documents will also be provided on a CD in a .pdf format for the City's distribution and files.
- Bid tabulation for the project in hard copy and pdf format.
- RFIs and Addendums (if required) provided in hard copy and in .pdf format for the City's files.
- "As-Built" record drawings in hard copy, and .pdf format for the City's files.

ACCEPTANCE AND AUTHORIZATION TO PROCEED: To authorize us to proceed with this work, please sign in the space indicated below and return one copy to us. We will begin work upon your written notice to proceed and/or a signed copy of this proposal; to which, if authorized to proceed, you acknowledge acceptance of this proposal. This proposal is valid for 15 days from the date on this letter. After 15 days, CEC reserves the right to adjust the fee and schedule if necessary.

We appreciate the opportunity to provide you with our proposal for your important project. If you have any questions, please do not hesitate to contact me.

Sincerely,

CIVIL ENGINEERING CONSULTANTS
LAREDO DIVISION

Edward L. Ochoa, P.E., S.I.T., CFM
Senior Project Manager

By accepting this proposal, I certify that I am the owner of the property that will be improved by this work, or a legally authorized representative of the owner.

ACCEPTED:

_____
Printed Name, Title

_____
Signature

_____
Date

STANDARD TERMS AND CONDITIONS AGREEMENT

1. ADDITIONAL SERVICES: Additional services shall include any additional office or field services caused by any changes in the project and/or scope. Any such changes will be billed at the hourly rates stated herein or, if no such rates are stated, at CEC's customary hourly billing rates. Without otherwise limiting the scope of this paragraph, it is specifically agreed that any such additional services caused by policy or procedural changes, governmental agencies, client's legal disputes including litigation or arbitration, or any services associated therewith (preparation for depositions, etc.), will be regarded as additional services.

2. OWNERSHIP OF DOCUMENTS: All tracings, specifications, computations, survey notes and other original documents, considered as instruments of service, are and shall remain the property of CEC unless otherwise provided by law. Client agrees to not use such items on other projects without CEC's prior written consent. CEC is under no obligation to retain said documents beyond the completion of the project and may discard them at CEC's sole discretion.

3. LIMITATIONS ON COST ESTIMATES: Because CEC has no control over the cost of labor, materials, equipment, or services furnished by others, or over any methods used by the Construction Contractor(s) to determine prices, or over competitive bidding or market conditions, CEC's opinions of probable project costs and construction costs provided for herein will be made on the basis of CEC's experience and qualifications and represent CEC's best judgment as an experienced and qualified professional firm, familiar with the construction industry. However, CEC cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by CEC.

4. APPROVAL OF SERVICES: The services performed by CEC shall be deemed approved and accepted by Client as and when invoiced unless Client objects within 30 days of the invoice date by written notice specifically stating the details by which Client believes such services are unacceptable.

5. DELAY: Any delay, default, or termination in or of the performance of any obligation of CEC under this Agreement caused directly or indirectly by strikes; accidents; acts of God; shortages or unavailability of labor, materials, power, or transportation through normal commercial channels; failure of Client or Client's agent(s) to furnish information or to approve or disapprove CEC's services promptly; late, slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of CEC's work; or any other acts of the Client or any other federal, state, or local governmental agency or any other cause beyond CEC's reasonable control shall suspend the obligations of CEC as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. TERMINATION: In the event Client fails to pay CEC within 60 days after invoices are rendered, or in the event of any other material breach by the Client, CEC, in addition to any other remedies available by law or in equity, shall have the right, at its election, to either terminate this agreement or suspend the services until the default is cured.

7. INDEMNIFICATION: Client shall indemnify and hold CEC harmless from all loss, expense, claim, damage or liability of any nature, including attorney's fees, arising out of Client's failure to pay CEC, or otherwise perform in accordance with the terms of this Agreement.

8. REPLACEMENT OF SURVEY STAKES: CEC, if specified in the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the Client or others results in the need for restaking, the cost of such restaking will be billed as an extra to the Client on a time and materials basis. It will be the Client's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against

vandalism by others. If staking is prematurely ordered by the Client or others and construction does not take place, it will also be the Client's responsibility to protect said stakes until such time as construction takes place.

9. OBSERVATION AND TESTING FOR CONSTRUCTION SAFETY: The observation and testing for construction safety is not included herein.

10. RESTRICTIONS ON USE OF DOCUMENTS: It should be understood that any documents rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project and are prepared for the exclusive use of the Client. Use of the reports and data contained therein for other purposes is at the Client's sole risk and responsibility. The formal results of CEC's services will be in hard copy form only (reports, drawings, specifications, etc.). CEC assumes no responsibility to its Client for data, drawings, or text provided on computer disks or tapes.

11. SHOP DRAWINGS/SAMPLES: If included in the scope of work, CEC's review and approval will be only for conformance with design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures or construction. Approval of a separate item as such will not indicate approval of the assembly in which the item functions.

12. STANDARD OF CARE: CEC's services will be performed solely for the exclusive use of the Client and no right or obligation will extend to any third party. CEC's services are rendered without any expressed or implied warranty, but will be in full compliance with the general standards exercised by like professionals in the same locale.

13. INSURANCE: CEC maintains general liability and property damage insurance policies. Certificates of insurance evidencing such coverage will be provided to Client upon written request. Client acknowledges that CEC will not be liable to Client for any loss, damage, cost, or expense which, in the aggregate, would be greater than the amounts of CEC's insurance coverage limits, exclusions and conditions as set forth in such policies.

14. LIMITATION OF LIABILITY: CEC's liability to the Client for claims outside the scope of the insurance policies referenced in Paragraph 13 is limited to the greater of either the aggregate sum of $50,000, or CEC's total fee for services rendered pursuant to the Agreement. Any project contract executed by the Client shall include the following clause:

> Contractor agrees that CEC's liability, if any, is limited to the policy amount applicable to any public liability or property damage claim and is otherwise limited to the greater of either the aggregate sum of $50,000, or CEC's total fee for services rendered on this construction contract. Contractor further agrees to include this clause in its entirety in any subcontract or material contract for this project.

15. HAZARDOUS MATERIALS-ASBESTOS: If potentially hazardous materials or asbestos are encountered, CEC shall have the right to suspend its services and the right, by written notice to Client, to terminate the services described in the scope of work. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of this Agreement through the date of termination. CEC's expertise in the area of hazardous materials does not include asbestos detection and evaluation. CEC will not be liable to investigate for, or otherwise determine the presence of asbestos. Client hereby represents that is has no cause to suspect the presence of any potentially hazardous materials or asbestos. To the maximum extent permitted by law, the Client will indemnify and defend CEC and its officers, employees, subconsultants, and agents from all claims, damages, losses and expenses including but not limited to direct, indirect or consequential damages and attorney's fees arising out of or relating to the presence of asbestos or other hazardous substances on or from the Project.

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ramon Chavez, City Engineer; Anita O. Stanley, Assistant Parks & Leisure Department Director;Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to rescind awarded contract FY19-006 to American LED Display Solutions Corp., Miami, Florida in the total amount $177,256.00 and authorizing the re-solicitation (rebid) of this project with revised scope. This LED display system will be installed at the Uni-Trade Stadium located at 6320 Sinatra Parkway, Laredo, Texas. American LED has not been able to comply with contract requirements and completion of this project as well over the ninety (90) working days alluded for project completion. Funding is available in the Sports & Community Venue Uni-Trade Operations Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

On November 5th, 2018, City Council awarded contract FY19-006 to lowest bidder American LED Display Solutions Corp.

BACKGROUND

The City received two bids through Cit-E-Bid for the purchase and installation of one LED display system at the Uni-Trade Stadium located at 6320 Sinatra Parkway, Laredo, Texas. Upon evaluation of the bid, staff is recommending that this contract be awarded to the sole bidder American LED Display Solutions Corp. Estimated time for completion of this project is ninety working days. Staff is recommending to go with the lowest bidder, American LED Display Solutions.

Pricing Summary:

Description	American LED Display Solutions Corp	Daktronics, Inc.	

LED Display System (1)	$ 103,566.00	$ 404,472.00
Nova Sending Card	$ 240.00	$ 0.00
Receiving Card Cabinets	$ 4,920.00	$ 0.00
Electric Setup	$ 27,320.00	$ 20,000.00
Materials, Equipment, Lighting, and Electrical Components and Appurtences	$ 0.00	$ 0.00
Structure and Labor Installation	$ 38,700.00	$ 45,111.00
Performance & Payment Bond	$ 0.00	$ 2,058.00
Freight or Delivery Charge	$ 2,500.00	$ 0.00
Total	$ 177,256.00	$ 471,641.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be rescinded and rebid.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	256-3112-555-9001
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Sports & Community Venue Uni-Trade Operations Fund.

Attachments

Bid Tab FY19-006

FY19-006 Contract

				American led Display Solutions Corp. (HPMLED)		Daktronics, Inc	
				Total Price	$177,256.00	Total Price	$471,641.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LED Display System (1) or approved equal	1	EA	**$103,566.00**	$103,566.00	$404,472.00	$404,472.00
2	Nova Sending Card	1	EA	**$240.00**	$240.00		
3	Receiving Card Cabinets	1	EA	**$4,920.00**	$4,920.00		
4	Electric Setup	1	EA	$27,320.00	$27,320.00	**$20,000.00**	$20,000.00
5	Materials, Equipment, Lighting and Electrical Components and	1	EA				
6	Structure and Labor Installation	1	EA	**$38,700.00**	$38,700.00	$45,111.00	$45,111.00
7	Performance and Payment Bond (4 Original Copies) shall be su	1	EA			**$2,058.00**	$2,058.00
8	Freight or Delivery Charge.	1	EA	**$2,500.00**	$2,500.00		
9	Estimated time for completion of project in working days.	1	Day	**$10.00**	$10.00		

Line #
1
2
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9

FY19-006 LED Display System
Supplier Response
American led Display Solutions Corp.

Event Information

Number: FY19-006 LED Display System
Title: FY19-006 LED Display System - Uni-Trade Stadium
Type: Request For Bid
Issue Date: 9/24/2018
Deadline: 10/16/2018 05:00 PM (CT)

American led Display Solutions Corp. Information

Contact: orlando Pavon
Address: 8060 NW 71ST Street
Miami, FL 33166
Phone: (305) 420-5631 x107
Email: orlando@hpmled.us

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

JOSE ORLANDO PAVON
Signature

ORLANDO@AMERICANLEDISPLAYS.COM
Email

Submitted at 10/15/2018 6:59:09 PM

Response Attachments

FY19-006_LED_Display_Uni-Trade_System.pdf

FY19-006-LED DISPLAY

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

American Led Displays Solutions corp. Jose orlando Pavon 305-420-5631 ext 107

3 State how long under has the business been in its present business name

American led Displays Solutions has been 5 years using the same Name

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?

American Led Display Solutions never has been declare not responsible for any governmental agency contract, alsoAmerican Led Display Solutions has been never suspended or disqualified from bidding American Led Display Solutions is not any proceeding relating suspension or exclusionAmerican Led Display Solutions is not facing for any goverment or public entity declaring bussines at default

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?

American Led Display Solutions has not have any contract Trapped or in Debt, American Led Display Solutions has been a defaulter American Led Display Solutions has been facing any penalty agains our company for delay project

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 Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I acknowledge possible conflict of interest

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 Orlando Pavon

15 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

FY19-006 LED DISPLAY

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Purchasing Division

17 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

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 entitites 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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. Discloure of Conflict of Interest**

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

I am not aware of any conflict of interest

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 Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

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

jOSE ORLANDO PAVON Title President, Company American Led Displays Solutions 09/26/2018

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 **Disqualification & Debarment Certification**

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.

I certify to the terms and conditions

39 **Contract Requirements**

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.
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. 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.
1.3 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.
1.4 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**
1.5 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.
1.6 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 may result in the cancellation of the contract.

I have read and understand this section

40 **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

No response

41 **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. 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 HAND DELIVERED 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.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
11.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

Bid Lines

1	LED Display System (1) or approved equal	Quantity: 1	UOM: EA	Unit price:	$103,566.00	Total: $103,566.00
2	Nova Sending Card	Quantity: 1	UOM: EA	Unit price:	$240.00	Total: $240.00
3	Receiving Card Cabinets	Quantity: 1	UOM: EA	Unit price:	$4,920.00	Total: $4,920.00
4	Electric Setup	Quantity: 1	UOM: EA	Unit price:	$27,320.00	Total: $27,320.00
5	Materials, Equipment, Lighting and Electrical Components and Appurtenances need to complete project.	Quantity: 1	UOM: EA	Unit price:	*No response*	Total: *No response*
6	Structure and Labor Installation	Quantity: 1	UOM: EA	Unit price:	$38,700.00	Total: $38,700.00

7	Performance and Payment Bond (4 Original Copies) shall be submitted upon award of contract.					
	Quantity: 1	UOM: EA		Unit price:	*No response*	Total: *No response*
8	Freight or Delivery Charge.					
	Quantity: 1	UOM: EA		Unit price:	$2,500.00	Total: $2,500.00
9	Estimated time for completion of project in working days.					
	Quantity: 1	UOM: Day		Unit price:	$10.00	Total: $10.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

LED DISPLAY SYSTEM – UNI-TRADE STADIUM
PARKS & LEISURE 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 the purchase and installation of one LED display system at the Uni-Trade Stadium located at 6320 Sinatra Parkway, Laredo, Texas 78041.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on October 16, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on October 17, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: LED Display System – Uni-Trade Stadium
FY19-006

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase and installation of one LED display system at the Uni-Trade Stadium located at 6320 Sinatra Parkway, Laredo, Texas 78041. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on October 16, 2018** and all bids received will be **opened** and read publicly on **October 17, 2018 at 3:00 PM.**

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C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 24th DAY OF SEPTEMBER 2018.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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.

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(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.

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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
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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 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 its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) ****Not applicable for this contract*****

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
LED Display System
Uni-Trade Stadium

15.0 Scope of Work

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 the purchase and installation of one LED display system at the . 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

16.0 Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact: Juan J. Gomez (956) 763-4512 or by email jgomez5@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted in writing or by email no later than, October 5, 2018 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

17.0 Specifications

The City of Laredo Parks & Leisure Department is soliciting bids for the purchase and installation of one LED system at the Uni-Trade Stadium. Bidder must include the supervision, the labor and materials needed to fully complete the project. Bidder must submit their recommended materials specifications in their bid forms for owner approvals.

17.1 The vendor shall install an LED P10 SMD Screen (10ft x 120ft) or approved equal, sending/receiving cards, electrical setup, structural installation, power supply installation, and warranty. The vendor shall provide all the materials, equipment, lighting, electrical components, labor, (performance and payment bonds shall be submitted upon award of contract) and appurtenances needed to complete project. For evaluation purposes, the vendor shall submit pricing for performance and payments bonds on their price schedule.

18.0 Vendor Responsibilities

All work must be performed within the hours of 8:00AM TO 5:00pm Monday through Friday. Special arrangements can be made to revise or request a special work schedule. The arrangements requested must be previously approve by owner before the actual work is scheduled.

18.1 The vendor must acquire all the necessary construction work insurances, federal, state, and municipal construction permits as required prior to commencing any work.

18.2 The vendor is responsible to acquire all the equipment, labor, materials, necessary licenses, and related appurtenances needed to complete the project.

18.3 Any damage cause to the plants property, equipment, stadium, property, or building by the contractor, their equipment and or their employees will be repaired or replaced by the Contractor at no cost to the City.

18.4 Project must be completed within a time frame of 60 working days. Any additional days requested must be previously approved by the owner.

18.5 The vendor shall furnish all materials, equipment, supervision, traffic conveyances, and construction safety devices & equipment in accordance with all OSHA safety standards and rules.

19.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

20.0 Warranty

The service must be covered by the manufacturer's standard warranty provisions for a minimum of two (2) years for the lights and labor.

21.0 Award of Bid:

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation to Bid" which is attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bide price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas-Local Government Code

The City's obligation for performance of this informal bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

22.0 Construction Contracts: Payment / Performance Bonds

When required and specified in the City of Laredo construction bid specifications and in the event that the base bid exceeds $100,000, the primary contract vendor will be required to furnish a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond, if the base bid exceeds $50,000.00, in such amount, both duly executed by such bidder as principal. The successful bidder will be required to provide Performance and Payment bonds issued by an insurance company complying with the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

Construction Contract	Rating
$100,000 to $250,000	None
$250,001 to $1,000,000	B

The payment and performance bonds should not be purchased prior to; or are a requirement to submit a bid, however the primary contract vendor awarded a construction contract must purchase and submit such bonds prior to performing any contract work.

In the event that the base bid amount is less than $50,000.00, the payment bond and/or the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. In the event that the base bid amount is less than $100,000.00, the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. This provision applies only if the successful bidder agrees to be paid in one payment upon completion and acceptance of the project by the City of Laredo.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

24.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) American Led Displays Solutions

Signature of person authorized to sign bid Jose Orlando Pavon Date 09/24/2018

Print Name of person authorized to sign bid Jose Orlando Pavon

Title: President

Business Address: 8060 nw 71st Street

City, State, Zip Code: Miami Florida

Telephone Number: 305-420-5631 Fax Number: n/a

Contact Person Email Address: Jose Orlando Pavon

Federal Tax ID Number: 47-3344780

Bidders Principal/Corporate Place of Business Address: 8060 nw 71st Street Miami Florida

Indicated Status of Business:

Corporation X 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

25.0 Tab B Price Schedule

25.1 Total Project Cost

Description	Cost
LED Display System (1) or approved equal	$103,566.00
Nova Sending Card	$240.00
Receiving Card Cabinets	$4920.00
Electric Setup	$27320.00
Materials, Equipment, Lighting and Electrical Components and Appurtenances need to complete project.	$
Structure and Labor Installation	$38700.00
Performance and Payment Bond	$
Total Project Cost	175,131.00

Estimated time for completion of project: _____ (working days)

Company Name: American Led Displays Solutions Corp

Owner/President Name: Jose Orlando Pavon

Company Address: 8060 nw 71st Street

City, State, Zip Code: Miami Florida 33166

Company Authorized Representative's Signature: Jose Orlando Pavon

Company Representative's Name: Jose Orlando Pavon

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☐ 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 — 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

27.0 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 _____
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this_____day of_____20_____.

_____
Notary Public

My commission expires:

_____

28.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 of 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: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: _____ **Title:** _____

Company Name or DBA: _____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

29.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

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

30.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on August 30, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: LED Display System – Uni-Trade Stadium
FY18-090

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contract FY18-029 for the purchase of general electrical supplies to all City departments in an estimated amount up to $300,000.00 with 3-G Electrical Supply, Laredo, Texas. This contract establishes discount percentage pricing for those electrical supplies most commonly utilized by City departments. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of two extension periods. All items will be purchased on an as needed basis and funding will be secured from the respective user departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Approved a one year contract 2/20/18.

BACKGROUND

This contract establishes the fixed base pricing for electrical supplies most commonly utilized by city departments. A primary and secondary vendor were awarded a contract on 2/20/18. The secondary vendor Core Supplies never submitted the required documentation to register with the City. It is estimated that approximately $300,000.00 will be spent on electrical supplies by all city departments on annual basis. There was no price increase during the last extension period. This is the first of two extension periods. All items 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. The contract may be extended for one, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Current Contract Pricing:

3-G Electric Supply	
Percent of discount offered: 20 to 80%	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Electrical Supplies will be purchased for the various departments from their budgets and will 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.

Funding will be secured from the user departments budgets.

Attachments

Bid Tab FY18-029

FY18-029 Contract

Electrical Supplies
FY18-029
January 26, 2018 @ 4:00PM

Core Supplies & Materials
Laredo, Texas

Sub-Section A- Solids

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	#10	Ft	$ 0.16	10% above list
A-2	#12	Ft	$ 0.10	10% above list
A-3	#14	Ft	$ 0.08	10% above list
	Total:		**$ 0.34**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section B- Stranded

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	#1/0	Ft	$ 1.60	10% above list
B-2	#2/0	Ft	$ 2.01	10% above list
B-3	#3/0	Ft	$ 2.56	10% above list
B-4	#2	Ft	$ 1.04	10% above list
B-5	#4	Ft	$ 0.67	10% above list
B-6	#6	Ft	$ 0.45	10% above list
B-7	#8	Ft	$ 0.30	10% above list
B-8	#10	Ft	$ 0.19	10% above list
B-9	#12	Ft	$ 0.12	10% above list
B-10	#14	Ft	$ 0.08	10% above list
	Total:		**$ 9.02**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- EMT 10' Joints

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	10'	Ea	$ 2.53	10% above list
A-2	10'	Ea	$ 4.37	10% above list
A-3	10'	Ea	$ 7.58	10% above list
A-4	10'	Ea	$ 12.30	10% above list
A-5	10'	Ea	$ 15.07	10% above list
A-6	10'	Ea	$ 17.76	10% above list
	Total:		**$ 59.61**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section B- EMT 10' Joints

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	10'	Ea	$ 2.04	10% above list
B-2	10'	Ea	$ 2.43	10% above list
B-3	10'	Ea	$ 3.56	10% above list
B-4	10'	Ea	$ 5.14	10% above list
B-5	10'	Ft	$ 5.96	10% above list
B-6	10'	Ft	$ 7.53	10% above list
	Total:		**$ 26.66**	
Expected delivery in 1-2 working days after receipt of order				

3G Electrical Supply Inc.
Laredo, Texas

Sub-Section A- Solids

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	#10	Ft	$ 0.17	Southwire
A-2	#12	Ft	$ 0.11	Southwire
A-3	#14	Ft	$ 0.07	Southwire
	Total:		**$ 0.35**	
Expected delivery in 1 working days after receipt of order				

Sub-Section B- Stranded

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	#1/0	Ft	$ 1.67	Southwire
B-2	#2/0	Ft	$ 2.09	Southwire
B-3	#3/0	Ft	$ 2.67	Southwire
B-4	#2	Ft	$ 1.08	Southwire
B-5	#4	Ft	$ 0.70	Southwire
B-6	#6	Ft	$ 0.47	Southwire
B-7	#8	Ft	$ 0.31	Southwire
B-8	#10	Ft	$ 0.19	Southwire
B-9	#12	Ft	$ 0.13	Southwire
B-10	#14	Ft	$ 0.08	Southwire
	Total:		**$ 9.39**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- EMT 10' Joints

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	10'	Ea	$ 2.82	Allied
A-2	10'	Ea	$ 4.95	Allied
A-3	10'	Ea	$ 8.43	Allied
A-4	10'	Ea	$ 13.69	Allied
A-5	10'	Ea	$ 16.77	Allied
A-6	10'	Ea	$ 19.77	Allied
	Total:		**$ 66.43**	
Expected delivery in 1 working days after receipt of order				

Sub-Section B- EMT 10' Joints

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	10'	Ea	$ 2.25	Allied
B-2	10'	Ea	$ 2.68	Allied
B-3	10'	Ea	$ 3.91	Allied
B-4	10'	Ea	$ 5.65	Allied
B-5	10'	Ft	$ 6.55	Allied
B-6	10'	Ft	$ 8.29	Allied
	Total:		**$ 29.33**	
Expected delivery in 1 working days after receipt of order				

Sub-Section C-Greenfield(Flexible Metalic Conduit)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	3/8"	Ea	$ 33.16	10% above list
C-2	1/2"	Ea	$ 33.16	10% above list
C-3	1"	Ea	$ 84.17	10% above list
C-4	1-1/4"	Ea	$ 115.14	10% above list
C-5	1-1/2"	Ea	$ 168.00	10% above list
C-6	2"	Ea	$ 203.00	10% above list
C-7	3/4"	Ea	$ 47.00	10% above list
	Total:		**$ 683.63**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section C-Greenfield(Flexible Metalic Conduit)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	3/8"	Ea	$ 0.36	Priority
C-2	1/2"	Ea	$ 0.43	Priority
C-3	1"	Ea	$ 1.04	Priority
C-4	1-1/4"	Ea	$ 1.35	Priority
C-5	1-1/2"	Ea	$ 2.25	Priority
C-6	2"	Ea	$ 2.75	Priority
C-7	3/4"	Ea	$ 0.59	Priority
	Total:		**$ 8.77**	
Expected delivery in 1 working days after receipt of order				

Sub-Section D- Greenfield (Liquid Thight Flex)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	3/8"	Ea	$ 37.27	10% above list
C-2	1/2"	Ea	$ 37.78	10% above list
C-3	1"	Ea	$ 127.56	10% above list
C-4	1-1/4"	Ea	$ 127.59	10% above list
C-5	1-1/2"	Ea	$ 172.42	10% above list
C-6	2"	Ea	$ 213.46	10% above list
C-7	3/4"	Ea	$ 48.76	10% above list
	Total:		**$ 764.84**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section D- Greenfield (Liquid Thight Flex)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	3/8"	Ea	$ 0.27	Priority
C-2	1/2"	Ea	$ 0.54	Priority
C-3	1"	Ea	$ 1.05	Priority
C-4	1-1/4"	Ea	$ 1.44	Priority
C-5	1-1/2"	Ea	$ 2.75	Priority
C-6	2"	Ea	$ 2.86	Priority
C-7	3/4"	Ea	$ 0.70	Priority
	Total:		**$ 9.61**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- EMT

1. Set Screw Connectors

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	1/2"	Ea	$ 0.11	Carlfex/Crouse
A-2	3/4"	Ea	$ 0.18	Carlfex/Crouse
A-3	1"	Ea	$ 0.30	Carlfex/Crouse
A-4	1-1/4"	Ea	$ 0.58	Carlfex/Crouse
A-5	1-1/2"	Ea	$ 0.84	Carlfex/Crouse
A-6	2"	Ea	$ 1.21	Carlfex/Crouse
	Total:		**$ 3.22**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- EMT

1. Set Screw Connectors

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	1/2"	Ea	$ 0.13	Topaz
A-2	3/4"	Ea	$ 0.22	Topaz
A-3	1"	Ea	$ 0.42	Topaz
A-4	1-1/4"	Ea	$ 0.75	Topaz
A-5	1-1/2"	Ea	$ 1.00	Topaz
A-6	2"	Ea	$ 1.35	Topaz
	Total:		**$ 3.87**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- EMT

2. Rain Tight Connectors

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-7	1/2"	Ea	$ 0.21	Crouse
A-8	3/4"	Ea	$ 0.29	Crouse
A-9	1"	Ea	$ 0.45	Crouse
A-10	1-1/4"	Ea	$ 0.87	Crouse
A-11	1-1/2"	Ea	$ 1.28	Crouse
A-12	2"	Ea	$ 1.84	Crouse
	Total:		**$ 4.94**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- EMT

2. Rain Tight Connectors

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-7	1/2"	Ea	$ 0.22	Topaz
A-8	3/4"	Ea	$ 0.39	Topaz
A-9	1"	Ea	$ 0.65	Topaz
A-10	1-1/4"	Ea	$ 1.07	Topaz
A-11	1-1/2"	Ea	$ 1.38	Topaz
A-12	2"	Ea	$ 2.21	Topaz
	Total:		**$ 5.92**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- EMT

3. Set Screw Couplings

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-13	1/2"	Ea	$ 0.14	Allied
A-14	3/4"	Ea	$ 0.22	Allied
A-15	1"	Ea	$ 0.34	Allied
A-16	1-1/4"	Ea	$ 0.68	Allied
A-17	1-1/2"	Ea	$ 0.99	Allied
A-18	2"	Ea	$ 1.33	Allied
	Total:		**$ 3.70**	

Expected delivery in 1-2 working days after receipt of order

Sub-Section A- EMT

3. Set Screw Couplings

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-13	1/2"	Ea	$ 0.14	Topaz
A-14	3/4"	Ea	$ 0.23	Topaz
A-15	1"	Ea	$ 0.38	Topaz
A-16	1-1/4"	Ea	$ 0.77	Topaz
A-17	1-1/2"	Ea	$ 0.99	Topaz
A-18	2"	Ea	$ 1.40	Topaz
	Total:		**$ 3.91**	

Expected delivery in 1 working days after receipt of order

Sub-Section A- EMT

4. Rain Tight Couplings

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-19	1/2"	Ea	$ 0.25	Crouse
A-20	3/4"	Ea	$ 0.35	Crouse
A-21	1"	Ea	$ 0.63	Crouse
A-22	1-1/4"	Ea	$ 0.95	Crouse
A-23	1-1/2"	Ea	$ 1.39	Crouse
A-24	2"	Ea	$ 1.89	Crouse
	Total:		**$ 5.46**	

Expected delivery in 1-2 working days after receipt of order

Sub-Section A- EMT

4. Rain Tight Couplings

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-19	1/2"	Ea	$ 0.34	Topaz
A-20	3/4"	Ea	$ 0.44	Topaz
A-21	1"	Ea	$ 0.74	Topaz
A-22	1-1/4"	Ea	$ 1.28	Topaz
A-23	1-1/2"	Ea	$ 1.91	Topaz
A-24	2"	Ea	$ 2.47	Topaz
	Total:		**$ 7.18**	

Expected delivery in 1 working days after receipt of order

Sub-Section B- PVC

1. Terminal (Connectors) Adapters (male)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	1/2"	Ea	$ 0.12	Cerlon
B-2	3/4"	Ea	$ 0.21	Cerlon
B-3	1"	Ea	$ 0.27	Cerlon
B-4	1-1/4"	Ea	$ 0.34	Cerlon
B-5	1-1/2"	Ea	$ 0.41	Cerlon
B-6	2"	Ea	$ 0.59	Cerlon
	Total:		**$ 1.94**	

Expected delivery in 1-2 working days after receipt of order

Sub-Section B- PVC

1. Terminal (Connectors) Adapters (male)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	1/2"	Ea	$ 0.11	Kraloy
B-2	3/4"	Ea	$ 0.19	Kraloy
B-3	1"	Ea	$ 0.25	Kraloy
B-4	1-1/4"	Ea	$ 0.31	Kraloy
B-5	1-1/2"	Ea	$ 0.38	Kraloy
B-6	2"	Ea	$ 0.54	Kraloy
	Total:		**$ 1.78**	

Expected delivery in 1 working days after receipt of order

Sub-Section B- PVC

2. 90- Degree Elbow

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-7	1/2"	Ea	$ 0.35	Cerlon
B-8	3/4"	Ea	$ 0.39	Cerlon
B-9	1"	Ea	$ 0.60	Cerlon
B-10	1-1/4"	Ea	$ 0.87	Cerlon
B-11	1-1/2"	Ea	$ 1.16	Cerlon
B-12	2"	Ea	$ 1.58	Cerlon
	Total:		**$ 4.95**	

Expected delivery in 1-2 working days after receipt of order

Sub-Section B- PVC

2. 90- Degree Elbow

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-7	1/2"	Ea	$ 0.31	Kraloy
B-8	3/4"	Ea	$ 0.36	Kraloy
B-9	1"	Ea	$ 0.55	Kraloy
B-10	1-1/4"	Ea	$ 0.80	Kraloy
B-11	1-1/2"	Ea	$ 1.06	Kraloy
B-12	2"	Ea	$ 1.49	Kraloy
	Total:		**$ 4.57**	

Expected delivery in 1 working days after receipt of order

Sub-Section B- PVC

1. Couplings

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-13	1/2"	Ea	$ 0.09	Cerlon
B-14	3/4"	Ea	$ 0.11	Cerlon
B-15	1"	Ea	$ 0.17	Cerlon
B-16	1-1/4"	Ea	$ 0.23	Cerlon
B-17	1-1/2"	Ea	$ 0.31	Cerlon
B-18	2"	Ea	$ 0.41	Cerlon
	Total:		**$ 1.32**	

Expected delivery in 1-2 working days after receipt of order

Sub-Section B- PVC

1. Couplings

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-13	1/2"	Ea	$ 0.08	Kraloy
B-14	3/4"	Ea	$ 0.10	Kraloy
B-15	1"	Ea	$ 0.16	Kraloy
B-16	1-1/4"	Ea	$ 0.21	Kraloy
B-17	1-1/2"	Ea	$ 0.29	Kraloy
B-18	2"	Ea	$ 0.38	Kraloy
	Total:		**$ 1.22**	

Expected delivery in 1 working days after receipt of order

Sub-Section C- Green Field

1. Straight Squeeze Type Flex Connectors

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	1/2"	Ea	$ 0.42	Crouse
C-2	3/4"	Ea	$ 0.88	Crouse
C-3	1"	Ea	$ 1.02	Crouse
C-4	1-1/4"	Ea	$ 4.20	Crouse
C-5	1-1/2"	Ea	$ 4.98	Crouse
C-6	2"	Ea	$ 6.21	Crouse
	Total:		**$ 17.71**	

Expected delivery in 1-2 working days after receipt of order

Sub-Section C- Green Field

1. Straight Squeeze Type Flex Connectors

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	1/2"	Ea	$ 0.35	Topaz
C-2	3/4"	Ea	$ 0.89	Topaz
C-3	1"	Ea	$ 1.79	Topaz
C-4	1-1/4"	Ea	$ 3.44	Topaz
C-5	1-1/2"	Ea	$ 4.65	Topaz
C-6	2"	Ea	$ 6.16	Topaz
	Total:		**$ 17.28**	

Expected delivery in 1 working days after receipt of order

Sub-Section C- Green Field

2. Liquid tight 90 degree angle flex connectors

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-7	1/2"	Ea	$ 1.07	Crouse
C-8	3/4"	Ea	$ 0.92	Crouse
C-9	1"	Ea	$ 1.72	Crouse
C-10	1-1/4"	Ea	$ 5.68	Crouse
C-11	1-1/2"	Ea	$ 13.64	Crouse
C-12	2"	Ea	$ 15.40	Crouse
	Total:		**$ 38.43**	

Expected delivery in 1-2 working days after receipt of order

Sub-Section C- Green Field

2. Liquid tight 90 degree angle flex connectors

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-7	1/2"	Ea	$ 2.03	Topaz
C-8	3/4"	Ea	$ 3.14	Topaz
C-9	1"	Ea	$ 6.09	Topaz
C-10	1-1/4"	Ea	$ 9.60	Topaz
C-11	1-1/2"	Ea	$ 13.84	Topaz
C-12	2"	Ea	$ 19.38	Topaz
	Total:		**$ 54.08**	

Expected delivery in 1 working days after receipt of order

Sub-Section A- Octagon Boxes

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	4' Octagon boxes with 1/2" and 3/4" K.O.'s	Ea	$ 0.85	Crouse
A-2	4' Octagon box extension rings with 1/2" and 3/4" K.O.'s	Ea	$ 1.32	Crouse
A-3	4' Octagon boxes flat blank covers	Ea	$ 0.44	Crouse
	Total:		**$ 2.61**	

Expected delivery in 1-2 working days after receipt of order

Sub-Section A- Octagon Boxes

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	4' Octagon boxes with 1/2" and 3/4" K.O.'s	Ea	$ 0.85	Raco
A-2	4' Octagon box extension rings with 1/2" and 3/4" K.O.'s	Ea	$ 1.51	Raco
A-3	4' Octagon boxes flat blank covers	Ea	$ 0.28	Raco
	Total:		**$ 2.64**	

Expected delivery in 1 working days after receipt of order

Sub-Section B- Square (Junction Boxes)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	4' Square 1-1/2' deep with 1/2' and 3/4' K.O.'s	Ea	$ 1.08	Crouse
B-2	4' square extension rings with 1/2' and 3/4" K.O.'s	Ea	$ 1.22	Crouse
B-3	4" square flat blank covers	Ea	$ 0.27	Crouse
B-4	4" square surface covers for toggle switch	Ea	$ 0.68	Crouse
B-5	4" square surface covers for single receptacle	Ea	$ 0.78	Crouse
B-6	4" square surface covers for duplex receptacle	Ea	$ 0.74	Crouse
B-7	4" square surface covers for toggle and duplex	Ea	$ 1.18	Crouse
B-8	4" square surface covers for two duplex receptacle	Ea	$ 0.76	Crouse
	Total:		**$ 6.71**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section B- Square (Junction Boxes)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	4' Square 1-1/2' deep with 1/2' and 3/4' K.O.'s	Ea	$ 0.74	Raco
B-2	4' square extension rings with 1/2' and 3/4" K.O.'s	Ea	$ 2.33	Raco
B-3	4" square flat blank covers	Ea	$ 0.30	Raco
B-4	4" square surface covers for toggle switch	Ea	$ 0.77	Raco
B-5	4" square surface covers for single receptacle	Ea	$ 1.97	Raco
B-6	4" square surface covers for duplex receptacle	Ea	$ 0.87	Raco
B-7	4" square surface covers for toggle and duplex	Ea	$ 1.11	Raco
B-8	4" square surface covers for two duplex receptacle	Ea	$ 0.94	Raco
	Total:		**8.76**	
Expected delivery in 1 working days after receipt of order				

Sub-Section C- Handy Boxes

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	4' x 2 1/8' standard size 1/2' K.O	Ea	$ 0.98	Crouse
C-2	1-1/2" deep extensions 1/2' K.O	Ea	$ 1.13	Crouse
C-3	4' x 2-1/8" blank covers (metal)	Ea	$ 0.26	Crouse
C-4	4' x 2-1/8" single receptacle	Ea	$ 0.42	Crouse
C-5	4' x 2-1/8' 20amp receptacle covers (metal)	Ea	$ 0.73	Crouse
C-6	4' x 2-1/8' duplex receptable covers (metal)	Ea	$ 0.26	Crouse
C-7	4' x 2-1/8' toggle switch covers (metal)	Ea	$ 1.25	Crouse
	Total:		**$ 5.03**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section C- Handy Boxes

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	4' x 2 1/8' standard size 1/2' K.O	Ea	$ 0.77	Raco
C-2	1-1/2" deep extensions 1/2' K.O	Ea	$ 1.77	Raco
C-3	4' x 2-1/8" blank covers (metal)	Ea	$ 0.34	Raco
C-4	4' x 2-1/8" single receptacle	Ea	$ 0.43	Raco
C-5	4' x 2-1/8' 20amp receptacle covers (metal)	Ea	$ 0.43	Raco
C-6	4' x 2-1/8' duplex receptable covers (metal)	Ea	$ 0.32	Raco
C-7	4' x 2-1/8' toggle switch covers (metal)	Ea	$ 0.41	Raco
	Total:		**$ 4.47**	
Expected delivery in 1 working days after receipt of order				

Sub-Section D- Switch boxes (Standard Depth)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
D-1	3' long - 2' wide with 1/2' K.O's with ears	Ea	$ 1.58	Crouse
D-2	3' long - 2' wide with 1/2' K.O's without ears	Ea	$ 3.60	Crouse
	Total:		**$ 5.18**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section D- Switch boxes (Standard Depth)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
D-1	3' long - 2' wide with 1/2' K.O's with ears	Ea	$ 1.11	Raco
D-2	3' long - 2' wide with 1/2' K.O's without ears	Ea	$ 4.35	Raco
	Total:		**$ 5.46**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- LB Type- Aluminum

Sub-Section A- LB Type- Aluminum

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	1/2"	Ea	$ 3.60	Crouse
A-2	3/4"	Ea	$ 3.54	Crouse
A-3	1"	Ea	$ 6.64	Crouse
A-4	1-1/4"	Ea	$ 7.08	Crouse
A-5	1-1/2"	Ea	$ 8.66	Crouse
A-6	2"	Ea	$ 20.69	Crouse
A-7	2-1/2'	Ea	$ 42.88	Crouse
A-8	3"	Ea	$ 49.67	Crouse
A-9	3-1/2'	Ea	$ 89.57	Crouse
A-10	4'	Ea	$ 87.65	Crouse
	Total:		**$ 319.98**	
Expected delivery in 1-2 working days after receipt of order				

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	1/2"	Ea	$ 2.26	Topaz
A-2	3/4"	Ea	$ 2.72	Topaz
A-3	1"	Ea	$ 3.69	Topaz
A-4	1-1/4"	Ea	$ 7.39	Topaz
A-5	1-1/2"	Ea	$ 8.38	Topaz
A-6	2"	Ea	$ 13.02	Topaz
A-7	2-1/2'	Ea	$ 36.03	Topaz
A-8	3"	Ea	$ 40.66	Topaz
A-9	3-1/2'	Ea	$ 62.42	Topaz
A-10	4'	Ea	$ 66.92	Topaz
	Total:		**$ 243.49**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- 3- Wire Duplex Outlet

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	3' Wire Duplex outlet	Ea	$ 1.43	Leviton
A-2	Wire Duplex outlet cover (ivory)	Ea	$ 0.36	Leviton
	Total:		**$ 1.79**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- 3- Wire Duplex Outlet

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	3' Wire Duplex outlet	Ea	$ 0.54	Leviton
A-2	Wire Duplex outlet cover (ivory)	Ea	$ 0.26	Leviton
	Total:		**$ 0.80**	
Expected delivery in 1 working days after receipt of order				

Sub-Section B- 3- Wire 1- Gang 30 or 50 AMP. Outlet (Ivory) 125/250 Volts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	3' Wire 1-Gang 30 or 50 AMP Outlet (Ivory) 125/250 Volts	Ea	$ 3.62	Leviton
B-2	4'x4' cover (metal for 30/50) amp outlet	Ea	$ 1.11	Leviton
	Total:		**$ 4.73**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section B- 3- Wire 1- Gang 30 or 50 AMP. Outlet (Ivory) 125/250 Volts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	3' Wire 1-Gang 30 or 50 AMP Outlet (Ivory) 125/250 Volts	Ea	$ 2.62	Leviton
B-2	4'x4' cover (metal for 30/50) amp outlet	Ea	$ 3.48	Raco
	Total:		**$ 6.10**	
Expected delivery in 3 working days after receipt of order				

Sub-Section C- 3- Wire Ground Caps 15 AMP, 125 Volt (Male)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	3- Wire Ground Caps 15 AMP 125 Volts (male)	Ea	$ 12.50	Leviton
	Total:		**$ 12.50**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section C- 3- Wire Ground Caps 15 AMP, 125 Volt (Male)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	3- Wire Ground Caps 15 AMP 125 Volts (male)	Ea	$ 2.25	Leviton
	Total:		**2.25**	
Expected delivery in 1 working days after receipt of order				

Sub-Section D- 3- Wire Ground Caps 15 AMP, 125 Volt (Female)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
D-1	3- Wire Ground Caps 15 AMP 125 Volts (female)	Ea	$ 22.22	Leviton
	Total:		**$ 22.22**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section D- 3- Wire Ground Caps 15 AMP, 125 Volt (Female)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
D-1	3- Wire Ground Caps 15 AMP 125 Volts (female)	Ea	$ 3.25	Leviton
	Total:		**3.25**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Switch and Wall Plates (Ivory)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	Ac Quit Switches, 15 AMP (ivory)	Ea	$ 3.17	Leviton
A-2	1 toggle wall plate	Ea	$ 0.34	Leviton
	Total:		**$ 3.51**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Switch and Wall Plates (Ivory)

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	Ac Quit Switches, 15 AMP (ivory)	Ea	$ 0.70	Leviton
A-2	1 toggle wall plate	Ea	$ 0.26	Leviton
	Total:		**$ 0.96**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- 2-Hole

Sub-Section A- 2-Hole

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	1/2"	Ea	$ 0.06	Crouse
A-2	3/4"	Ea	$ 0.08	Crouse
A-3	1"	Ea	$ 0.14	Crouse
A-4	1-1/4"	Ea	$ 0.20	Crouse
A-5	1-1/2"	Ea	$ 0.23	Crouse
A-6	2"	Ea	$ 0.27	Crouse
	Total:		**$ 0.98**	
Expected delivery in 1-2 working days after receipt of order				

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	1/2"	Ea	$ 0.04	Topaz
A-2	3/4"	Ea	$ 0.05	Topaz
A-3	1"	Ea	$ 0.09	Topaz
A-4	1-1/4"	Ea	$ 0.15	Topaz
A-5	1-1/2"	Ea	$ 0.16	Topaz
A-6	2"	Ea	$ 0.24	Topaz
	Total:		**$ 0.73**	
Expected delivery in 1 working days after receipt of order				

Sub-Section B-1-Hole

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	1/2"	Ea	$ 0.06	Crouse
B-2	3/4"	Ea	$ 0.07	Crouse
B-3	1"	Ea	$ 0.27	Crouse
B-4	1-1/4"	Ea	$ 0.34	Crouse
B-5	1-1/2"	Ea	$ 0.48	Crouse
B-6	2"	Ea	$ 0.50	Crouse
	Total:		**$ 1.72**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section B-1-Hole

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	1/2"	Ea	$ 0.05	Topaz
B-2	3/4"	Ea	$ 0.07	Topaz
B-3	1"	Ea	$ 0.12	Topaz
B-4	1-1/4"	Ea	$ 0.18	Topaz
B-5	1-1/2"	Ea	$ 0.30	Topaz
B-6	2"	Ea	$ 0.38	Topaz
	Total:		**$ 1.10**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Locknuts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	1/2"	Ea	$ 0.05	Crouse
A-2	3/4"	Ea	$ 0.07	Crouse
A-3	1"	Ea	$ 0.08	Crouse
A-4	1-1/4"	Ea	$ 0.13	Crouse
A-5	1-1/2"	Ea	$ 0.32	Crouse
A-6	2"	Ea	$ 0.33	Crouse
	Total:		**$ 0.98**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Locknuts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	1/2"	Ea	$ 0.05	Topaz
A-2	3/4"	Ea	$ 0.07	Topaz
A-3	1"	Ea	$ 0.12	Topaz
A-4	1-1/4"	Ea	$ 0.17	Topaz
A-5	1-1/2"	Ea	$ 0.27	Topaz
A-6	2"	Ea	$ 0.34	Topaz
	Total:		**$ 1.02**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Wire Nuts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	Orange	Ea	$ 0.12	Ideal
A-2	Yellow	Ea	$ 0.13	Ideal
A-3	Red	Ea	$ 0.14	Ideal
A-4	Large Gray	Ea	$ 0.35	Ideal
A-5	Large Blue	Ea	$ 0.53	Ideal
	Total:		**$ 1.27**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Wire Nuts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	Orange	Ea	$ 0.04	Topaz
A-2	Yellow	Ea	$ 0.05	Topaz
A-3	Red	Ea	$ 0.06	Topaz
A-4	Large Gray	Ea	$ 0.13	Topaz
A-5	Large Blue	Ea	$ 0.25	Topaz
	Total:		**$ 0.53**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Fluorecent Ballast

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	For 4'/2 light fixtures	Ea	$ 10.51	GE
A-2	For 8'/2 light fixtures	Ea	$ 27.60	GE
	Total:		**$ 38.11**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Fluorecent Ballast

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	For 4'/2 light fixtures	Ea	$ 27.59	Simkar
A-2	For 8'/2 light fixtures	Ea	$ 43.00	Simkar
	Total:		**$ 70.59**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Single Pole

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	15 AMPS (Square D)	Ea	$ 7.70	Square D

Sub-Section A- Single Pole

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	15 AMPS (Square D)	Ea	$ -	SQD

A-2	20 AMPS (Square D)	Ea	$ 7.70	Square D
A-3	30 AMPS (Square D)	Ea	$ 8.72	Square D
	Total:		**$ 24.12**	
Expected delivery in 1-2 working days after receipt of order				

A-2	20 AMPS (Square D)	Ea	$ 7.06	SQD
A-3	30 AMPS (Square D)	Ea	$ 7.06	SQD
	Total:		**$ 14.12**	
Expected delivery in 1 working days after receipt of order				

Sub-Section B- Double Pole

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	15 AMPS (Square D)	Ea	$ 16.88	Square D
B-2	20 AMPS (Square D)	Ea	$ 16.88	Square D
B-3	30 AMPS (Square D)	Ea	$ 16.88	Square D
B-4	40 AMPS (Square D)	Ea	$ 16.88	Square D
B-5	50 AMPS (Square D)	Ea	$ 16.88	Square D
B-6	60 AMPS (Square D)	Ea	$ 16.88	Square D
B-7	70 AMPS (Square D)	Ea	$ 16.88	Square D
B-8	90 AMPS (Square D)	Ea	$ 64.97	Square D
B-9	100 AMPS (Square D)	Ea	$ 64.97	Square D
B-10	125 AMPS (Square D)	Ea	$ 147.12	Square D
	Total:		**$ 395.22**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section B- Double Pole

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	15 AMPS (Square D)	Ea	$ 16.83	SQD
B-2	20 AMPS (Square D)	Ea	$ 17.42	SQD
B-3	30 AMPS (Square D)	Ea	$ 17.42	SQD
B-4	40 AMPS (Square D)	Ea	$ 17.42	SQD
B-5	50 AMPS (Square D)	Ea	$ 17.42	SQD
B-6	60 AMPS (Square D)	Ea	$ 17.42	SQD
B-7	70 AMPS (Square D)	Ea	$ 42.00	SQD
B-8	90 AMPS (Square D)	Ea	$ 54.12	SQD
B-9	100 AMPS (Square D)	Ea	$ 58.83	SQD
B-10	125 AMPS (Square D)	Ea	$ 115.30	SQD
	Total:		**$ 374.18**	
Expected delivery in 1 working days after receipt of order				

Sub-Section C- Three Pole

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	15 AMPS (Square D)	Ea	$ 126.37	Square D
C-2	20 AMPS (Square D)	Ea	$ 126.37	Square D
C-3	30 AMPS (Square D)	Ea	$ 126.37	Square D
C-4	40 AMPS (Square D)	Ea	$ 126.37	Square D
C-5	50 AMPS (Square D)	Ea	$ 126.37	Square D
C-6	60 AMPS (Square D)	Ea	$ 126.37	Square D
C-7	70 AMPS (Square D)	Ea	$ 160.50	Square D
C-8	90 AMPS (Square D)	Ea	$ 186.48	Square D
C-9	100 AMPS (Square D)	Ea	$ 186.48	Square D
	Total:		**$ 1,291.68**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section C- Three Pole

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	15 AMPS (Square D)	Ea	$ 80.00	SQD
C-2	20 AMPS (Square D)	Ea	$ 80.00	SQD
C-3	30 AMPS (Square D)	Ea	$ 80.00	SQD
C-4	40 AMPS (Square D)	Ea	$ 80.00	SQD
C-5	50 AMPS (Square D)	Ea	$ 80.00	SQD
C-6	60 AMPS (Square D)	Ea	$ 80.00	SQD
C-7	70 AMPS (Square D)	Ea	$ 105.89	SQD
C-8	90 AMPS (Square D)	Ea	$ 117.65	SQD
C-9	100 AMPS (Square D)	Ea	$ 117.65	SQD
	Total:		**775.60**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- NEMA I. Indoor, Single Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	2	Ea	$ 15.54	Square D
A-2	4	Ea	$ 24.58	Square D
A-3	6	Ea	$ 29.29	Square D
A-4	8	Ea	$ 49.24	Square D
A-5	12	Ea	$ 41.36	Square D
A-6	16	Ea	$ 56.70	Square D
A-7	24	Ea	$ 89.48	Square D
	Total:		**$ 306.19**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- NEMA I. Indoor, Single Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	2	Ea	$ 19.10	Siemens
A-2	4	Ea	$ 20.48	Siemens
A-3	6	Ea	$ 20.48	Siemens
A-4	8	Ea	$ 42.20	Siemens
A-5	12	Ea	$ 43.95	Siemens
A-6	16	Ea	$ 51.00	Siemens
A-7	24	Ea	$ 75.00	Siemens
	Total:		**$ 272.21**	
Expected delivery in 1 working days after receipt of order				

Sub-Section B-NEMA 3R. Outdoor, Single Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	12	Ea	$ 71.32	Square D
B-2	24	Ea	$ 130.63	Square D
	Total:		**$ 201.95**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section B-NEMA 3R. Outdoor, Single Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	12	Ea	$ 69.00	Siemens
B-2	24	Ea	$ 128.00	Siemens
	Total:		**$ 197.00**	
Expected delivery in 1 working days after receipt of order				

Sub-Section C-NEMA I. Indoor, 3- Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	12	Ea	$ 213.72	Square D
C-2	24	Ea	$ 347.61	Square D
	Total:		**$ 561.33**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section C-NEMA I. Indoor, 3- Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	12	Ea	$ 74.00	Siemens
C-2	24	Ea	$ 132.35	Siemens
	Total:		**$ 206.35**	
Expected delivery in 1 working days after receipt of order				

Sub-Section D-NEMA 3R. Outdoor, 3 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
D-1	12	Ea	$ 312.21	Square D
D-2	24	Ea	$ 540.09	Square D
	Total:		**$ 852.30**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section D-NEMA 3R. Outdoor, 3 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
D-1	12	Ea	$ 98.64	Siemens
D-2	24	Ea	$ 153.92	Siemens
	Total:		**$ 262.95**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Weather Heads

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	2"	Ea	$ 9.44	Crouse-Hinds
	Total:		**$ 9.44**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Weather Heads

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	2"	Ea	$ 6.05	Topaz
	Total:		**$ 6.05**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Ground Rod with Clamp

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	Ground rod with clamps	Ea	$ 17.78	Burndy
	Total:		**$ 17.78**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Ground Rod with Clamp

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	Ground rod with clamps	Ea	$ 12.47	Priority
	Total:		**$ 12.47**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Indoor, 1 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	100 AMP	Ea	$ 126.79	Square D
A-2	200 AMP	Ea	$ 263.09	Square D
A-3	30 AMP	Ea	$ 36.31	Square D
A-4	60 AMP	Ea	$ 61.31	Square D
	Total:		**$ 487.50**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Indoor, 1 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	100 AMP	Ea	$ 111.00	Siemens
A-2	200 AMP	Ea	$ 234.14	Siemens
A-3	30 AMP	Ea	$ 32.36	Siemens
A-4	60 AMP	Ea	$ 54.96	Siemens
	Total:		**$ 432.46**	
Expected delivery in 1 working days after receipt of order				

Sub-Section B- Outdoor, 1 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	100 AMP	Ea	$ 142.86	Square D
B-2	200 AMP	Ea	$ 357.13	Square D
B-3	30 AMP	Ea	$ 55.69	Square D
B-4	60 AMP	Ea	$ 97.02	Square D
	Total:		**$ 652.70**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section B- Outdoor, 1 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	100 AMP	Ea	$ 124.03	Siemens
B-2	200 AMP	Ea	$ 332.14	Siemens
B-3	30 AMP	Ea	$ 51.54	Siemens
B-4	60 AMP	Ea	$ 85.00	Siemens
	Total:		**$ 592.71**	
Expected delivery in 1 working days after receipt of order				

Sub-Section C- Indoor, 3 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	100 AMP	Ea	$ 167.86	Square D
C-2	200 AMP	Ea	$ 357.73	Square D
C-3	30 AMP	Ea	$ 55.96	Square D
C-4	60 AMP	Ea	$ 97.02	Square D
	Total:		**$ 678.57**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section C- Indoor, 3 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
C-1	100 AMP	Ea	$ 147.00	Siemens
C-2	200 AMP	Ea	$ 332.14	Siemens
C-3	30 AMP	Ea	$ 51.54	Siemens
C-4	60 AMP	Ea	$ 84.62	Siemens
	Total:		**$ 615.30**	
Expected delivery in 1 working days after receipt of order				

Sub-Section D- Outdoor, 3 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
D-1	100 AMP	Ea	$ 242.86	Square D
D-2	200 AMP	Ea	$ 434.81	Square D
D-3	30 AMP	Ea	$ 87.20	Square D
D-4	60 AMP	Ea	$ 131.26	Square D
	Total:		**$ 896.13**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section D- Outdoor, 3 Phase

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
D-1	100 AMP	Ea	$ 211.36	Siemens
D-2	200 AMP	Ea	$ 393.24	Siemens
D-3	30 AMP	Ea	$ 77.03	Siemens
D-4	60 AMP	Ea	$ 114.08	Siemens
	Total:		**$ 795.71**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- 250 Volts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	5-30 AMP	Ea	$ 4.74	Bussman
A-2	35-60 AMP	Ea	$ 6.94	Bussman
A-3	70-100 AMP	Ea	$ 15.63	Bussman
A-4	110-200 AMP	Ea	$ 15.63	Bussman
A-5	225-400 AMP	Ea	$ 64.98	Bussman
A-6	450-600 AMP	Ea	$ 61.92	Bussman
	Total:		**$ 169.84**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- 250 Volts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	5-30 AMP	Ea	$ 3.11	Merzen
A-2	35-60 AMP	Ea	$ 5.71	Merzen
A-3	70-100 AMP	Ea	$ 12.83	Merzen
A-4	110-200 AMP	Ea	$ 28.21	Merzen
A-5	225-400 AMP	Ea	$ 50.87	Merzen
A-6	450-600 AMP	Ea	$ 83.31	Merzen
	Total:		**$ 184.04**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- 600 Volts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	5-30 AMP	Ea	$ 9.53	Bussman
A-2	35-60 AMP	Ea	$ 14.45	Bussman
A-3	70-100 AMP	Ea	$ 33.65	Bussman
A-4	110-200 AMP	Ea	$ 29.89	Bussman
A-5	225-400 AMP	Ea	$ 119.50	Bussman
A-6	450-600 AMP	Ea	$ 173.45	Bussman
	Total:		**$ 380.47**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- 600 Volts

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	5-30 AMP	Ea	$ 6.93	Merzen
A-2	35-60 AMP	Ea	$ 11.89	Merzen
A-3	70-100 AMP	Ea	$ 25.53	Merzen
A-4	110-200 AMP	Ea	$ 49.10	Merzen
A-5	225-400 AMP	Ea	$ 98.19	Merzen
A-6	450-600 AMP	Ea	$ 142.51	Merzen
	Total:		**$ 334.15**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Emergency Light Fixture, Dual Life, Wall Mount, 115V

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	Lamp with Rechargeable battery	Ea	$ 23.65	GE
	Total:		**$ 23.65**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Emergency Light Fixture, Dual Life, Wall Mount, 115V

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-I	Lamp with Rechargeable battery	Ea	$ 18.00	Simkar
	Total:		**$ 18.00**	
Expected delivery in 1 working days after receipt of order				

Sub-Section B- Exit Light Bulbs

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	Exit Light Bulb	Ea	$ 2.10	GE
B-2	25T6- 1/2	Ea	$ 4.51	GE
B-3	15T6	Ea	$ 2.10	GE
B-4	25T6-1/2DC	Ea	$ 4.51	GE
B-5	F032/841/ECO T8	Ea	$ 1.79	GE
B-6	F017/741/ECO	Ea	$ 2.47	GE
	Total:		**$ 17.48**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section B- Exit Light Bulbs

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
B-1	Exit Light Bulb	Ea	$ 1.65	Sylvania
B-2	25T6- 1/2	Ea	$ 2.55	Sylvania
B-3	15T6	Ea	$ 1.65	Sylvania
B-4	25T6-1/2DC	Ea	$ 2.55	Sylvania
B-5	F032/841/ECO T8	Ea	$ 1.60	Sylvania
B-6	F017/741/ECO	Ea	$ 3.13	Sylvania
	Total:		**$ 13.13**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Porcelain Light Fixture

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	Keyless receptacle	Ea	$ 2.15	Leviton

Sub-Section A- Porcelain Light Fixture

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	Keyless receptacle	Ea	$ 1.57	Leviton

	Total:	**$ 2.15**	
Expected delivery in 1-2 working days after receipt of order			

	Total:	**$ 1.57**	
Expected delivery in 1 working days after receipt of order			

Sub-Section A- Electric Tape

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	#33 plus scotch vinyl tape, 3/4' x 66	Ea	$ 5.50	3M
A-2	Rubber tape, 3/4' x 66	Ea	$ 0.98	3M
	Total:		**$ 6.48**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Electric Tape

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	#33 plus scotch vinyl tape, 3/4' x 66	Ea	$ 4.34	3M
A-2	Rubber tape, 3/4' x 66	Ea	$ 12.87	3M
	Total:		**$ 17.21**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- Photo Cells

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	# AT15, 1500Watts	Ea	$ 23.20	Lutron
A-2	# AT30, 3000 Watts	Ea	$ 27.67	Lutron
	Total:		**$ 50.87**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- Photo Cells

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	# AT15, 1500Watts	Ea	$ 10.35	Tork
A-2	# AT30, 3000 Watts	Ea	$ 23.12	Tork
	Total:		**$ 33.47**	
Expected delivery in 1 working days after receipt of order				

Sub-Section A- K6- CO Red Anchor Kits

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	240 Volt Intermatic outdoor time clock	Ea	$ 108.61	Lutron
A-2	Quart PVC Glue	Ea	$ 11.43	Lutron
	Total:		**$ 120.04**	
Expected delivery in 1-2 working days after receipt of order				

Sub-Section A- K6- CO Red Anchor Kits

Item #	Description	UOM	Unit Price	Brand/ Stock Number of Item Bid
A-1	240 Volt Intermatic outdoor time clock	Ea	$ 58.00	Tork
A-2	Quart PVC Glue	Ea	$ 6.60	Plasti-Weld
	Total:		**$ 64.60**	
Expected delivery in 1 working days after receipt of order				

Percent of discount offered	90%
Product identification (Mfr.)	Square D,Allied, GE
Type price schedule (dealer, jobber, etc)	Dealer
Price schedule number	
Date of price schedule	1/25/2018
Price schedule column on which discount is based (i.e. distributors, net, wholesale)	

Percent of discount offered	20 to 80%
Product identification (Mfr.)	All
Type price schedule (dealer, jobber, etc)	Trade Service
Price schedule number	n/a
Date of price schedule	n/a
Price schedule column on which discount is based (i.e. distributors, net, wholesale)	List Price

Last FY14-010

	Core Supplies & Materials Laredo, Texas	3G Electrical Supply Inc. Laredo, Texas	
Sub-Section A- Solids	Total: $ 0.34	Total: $ 0.35	1
Sub-Section B- Stranded	Total: $ 9.02	Total: $ 9.39	1
Sub-Section A- EMT 10' Joints	Total: $ 59.61	Total: $ 66.43	1
Sub-Section B- EMT 10' Joints	Total: $ 26.66	Total: $ 29.33	1
Sub-Section C-Greenfield(Flexible Metalic Conduit)	Total: $ 683.63	Total: $ 8.77	1
Sub-Section D- Greenfield (Liquid Thight Flex)	Total: $ 764.84	Total: $ 9.61	1
Sub-Section A- EMT 1. Set Screw Connectors	Total: $ 3.22	Total: $ 3.87	1
Sub-Section A- EMT 2. Rain Tight Connectors	Total: $ 4.94	Total: $ 5.92	1
Sub-Section A- EMT 3. Set Screw Couplings	Total: $ 3.70	Total: $ 3.91	1
Sub-Section A- EMT 4. Rain Tight Couplings	Total: $ 5.46	Total: $ 7.18	1

Sub-Section B- PVC 1. Terminal (Connectors) Adapters (male)	Total:	$ 1.94	Total:	[redacted]	1
Sub-Section B- PVC 2. 90- Degree Elbow	Total:	$ 4.95	Total:	[redacted]	1
Sub-Section B- PVC 1. Couplings	Total:	$ 1.32	Total:	[redacted]	1
Sub-Section C- Green Field 1. Straight Squeeze Type Flex Connectors	Total:	$ 17.71	Total:	[redacted]	1
Sub-Section C- Green Field 2. Liquid tight 90 degree angle flex connectors	Total:	$ 38.43	Total:	$ 54.08	1
Sub-Section A- Octagon Boxes	Total:	$ 2.61	Total:	$ 2.64	1
Sub-Section B- Square (Junction Boxes)	Total:	$ 6.71	Total:	$ 8.76	1
Sub-Section C- Handy Boxes	Total:	$ 5.03	Total:	[redacted]	1
Sub-Section D- Switch boxes (Standard Depth)	Total:	$ 5.18	Total:	$ 5.46	1
Sub-Section A- LB Type- Aluminum	Total:	$ 319.98	Total:	[redacted]	1
Sub-Section A- 3- Wire Duplex Outlet	Total:	$ 1.79	Total:	[redacted]	1
Sub-Section B- 3- Wire 1- Gang 30 or 50 AMP. Outlet (Ivory) 125/250 Volts	Total:	$ 4.73	Total:	$ 6.10	1

Sub-Section C- 3- Wire Ground Caps 15 AMP, 125 Volt (Male)	Total:	$ 12.50	Total:	[redacted] 1
Sub-Section D- 3- Wire Ground Caps 15 AMP, 125 Volt (Female)	Total:	$ 22.22	Total:	[redacted] 1
Sub-Section A- Switch and Wall Plates (Ivory)	Total:	$ 3.51	Total:	[redacted] 1
Sub-Section A- 2-Hole	Total:	$ 0.98	Total:	[redacted] 1
Sub-Section B-1-Hole	Total:	$ 1.72	Total:	[redacted] 1
Sub-Section A- Locknuts	Total:	$ 0.98	Total:	$ 1.02 1
Sub-Section A- Wire Nuts	Total:	$ 1.27	Total:	[redacted] 1
Sub-Section A- Fluorecent Ballast	Total:	$ 38.11	Total:	$ 70.59 1
Sub-Section A- Single Pole	Total:	$ 24.12	Total:	[redacted] 1
Sub-Section B- Double Pole	Total:	$ 395.22	Total:	[redacted] 1
Sub-Section C- Three Pole	Total:	$ 1,291.68	Total:	[redacted] 1
Sub-Section A- NEMA I. Indoor, Single Phase	Total:	$ 306.19	Total:	[redacted] 1
Sub-Section B-NEMA 3R. Outdoor, Single Phase	Total:	$ 201.95	Total:	[redacted] 1
Sub-Section C-NEMA I. Indoor, 3- Phase	Total:	$ 561.33	Total:	[redacted] 1

Sub-Section D-NEMA 3R. Outdoor, 3 Phase	Total:	$ 852.30	Total:	1
Sub-Section A- Weather Heads	Total:	$ 9.44	Total:	1
Sub-Section A- Ground Rod with Clamp	Total:	$ 17.78	Total:	1
Sub-Section A- Indoor, 1 Phase	Total:	$ 487.50	Total:	1
Sub-Section B- Ondoor, 1 Phase	Total:	$ 652.70	Total:	1
Sub-Section C- Indoor, 3 Phase	Total:	$ 678.57	Total:	1
Sub-Section D- Outdoor, 3 Phase	Total:	$ 896.13	Total:	1
Sub-Section A- 250 Volts	Total:	$ 169.84	Total: $ 184.04	1
Sub-Section A- 600 Volts	Total:	$ 380.47	Total:	1
Sub-Section A- Emergency Light Fixture, Dual Life, Wall Mount, 115V	Total:	$ 23.65	Total:	1
Sub-Section B- Exit Light Bulbs	Total:	$ 17.48	Total:	1
Sub-Section A- Porcelain Light Fixture	Total:	$ 2.15	Total:	1
Sub-Section A- Electric Tape	Total:	$ 6.48	Total: $ 17.21	1
Sub-Section A- Photo Cells	Total:	$ 50.87	Total:	1
Sub-Section A- K6- CO Red Anchor Kits	Total:	$ 120.04	Total:	1

Grand Total:	**$ 9,198.98**	**$ 5,799.12**
Percent of Discount offered	90%	20% to 80%
# Categories Low Bidder	17 of 49 Cat.	32 of 49 Cat.
Low Bidder Percentage (Cat)	35%	65%

City of Laredo
Purchasing Division
Contract Renewal Notice

February 5, 2019

Mr. David Ruiz
3-G Electric Supplies
811 East Calton Road
Laredo, Texas 78041

Re: Electrical Supplies Contract
Contract Renewal Extension I
FY18-029

Dear Mr. Ruiz,

A contract was awarded to your company on 2/20/18. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of two extension periods for this contract.

Contract Pricing:

Percent of Discount Offered
20% to 80%

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,

Miguel A. Pescador
Purchasing Agent

3-G Electric Supplies

Request a contract extension: yes Not request a contract extension: _____

Authorized Signature: David Ruiz

Print Name: DAVID RUIZ

Date: 02/22/19

City of Laredo
Purchasing Division

LETTER OF AWARD

February 21, 2018

Mr. David Ruiz
3-G Electrical Supplies
811 East Calton Road
Laredo, Texas 78041

Re: FY18-029– Electrical Supplies Contract
Various Departments
Approved by City Council on February 20, 2018

Dear Mr. Ruiz,

This is to inform you that the contract FY18-029 was approved by the City Council on February 20, 2018. The term of this contract shall be for a period of one year. Your company will be the primary vendor for all items less than $1,500.00. All electrical supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has two (1) year extension periods.

Contract Pricing:

Percent of Discount Offered
20% to 80%

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

February 21, 2018

Mr. David Trevino
Core Supplies & Materials
6425 Polaris Drive Unit 5
Laredo, Texas 78041

Re: FY18-029– Electrical Supplies Contract
Various Departments
Approved by City Council on February 20, 2018

Dear Mr. Trevino,

This is to inform you that the contract FY18-029 was approved by the City Council on February 20, 2018. The term of this contract shall be for a period of one year. Your company will be the secondary vendor for this contract. All electrical supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has two (1) year extension periods.

Contract Pricing:

Percent of Discount Offered
90%

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 02/20/2018
Initiated By: Martin Aleman, Executive Director of Finance and Technology
Staff Source: Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual supply contract FY18-029 for the purchase of general electrical supplies to all City departments in an estimated amount up to $300,000.00 to the following vendors:

1) 3-G Electrical Supply, Laredo, Texas (Primary Vendor)

2) Core Supplies & Materials, Laredo, Texas (Secondary Vendor)

This contract establishes discount percentage pricing for those electrical supplies most commonly utilized by City departments. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for two additional one year periods upon mutual agreement. All items will be purchased on an as needed basis and funding will be secured from the respective user departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bid solicitations through Cit-E-Bid and received two (2) bids for awarding an annual supply contract for the purchase of general electrical supplies used for building rehab and maintenance. This contract establishes the fixed base pricing for electrical supplies most commonly utilized by city departments. A primary and secondary vendor will be contracted. Contract pricing for a total of (235) two hundred and thirty five items were compared and the primary and secondary awards are based on this comparison. Orders less than $ 1,500.00 will be awarded to the primary vendor. The City of Laredo Purchasing Department shall compare pricing from the primary and secondary vendors for all orders that exceed $ 1,500.00. It is estimated that approximately $300,000.00 will be spent on electrical supplies by all city departments on annual basis. All items 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. The contract may be extended for two, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

	Primary Vendor	**Secondary Vendor**
	3-G Electric	Core Supplies & Materials
	Low Bid Percentage Rate	Low Bid Percentage Rate
Price listing of 235 Items	65%	35%
Percent of discount offered	20 to 80%	90%

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2018

Bugeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Electrical Supplies will be purchased for the various departments from their budgets and will 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.

Funding will be secured from the user departments budgets.

Attachments

Contracts FY18-029
Bid Tab FY18-029

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

ELECTRICAL SUPPLIES CONTRACT
VARIOUS DEPARTMENTS

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 an annual contract for the purchase of electrical supplies for various City of Laredo Departments.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 25, 2018; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on January 26, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Electrical Supplies Contract
FY18-029

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of electrical supplies for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 25, 2018** and all bids received will be **opened** and read publicly on **January 26, 2018 at 4:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Electrical Supplies Contract
FY18-029

Bids are to be mailed:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 29th DAY OF DECEMBER 2017.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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 bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, P.O. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and 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 bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary vendor and two secondary vendors.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-O-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) ****Not applicable for this contract*****

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Electrical Supplies Contract

15.0 Scope of Work
The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual supply contract for electrical supplies.

15.1 All questions for this bid shall be submitted in writing or by email no later than, January 12, 2018 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
caldape@ci.laredo.tx.us

16.0 General Conditions:

16.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work. 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. Bids will be based on a total bid basis.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.3 The contract award shall be based on an estimated total annual expenditure by all city departments of $150,000.00. There is no "guaranteed annual contract volume".

16.4 The contract vendor will be required to provide the City of Laredo's Purchasing Division with the most current cost price schedule. Multiple contracts will be awarded by item for those items specifically listed on this bid sheet; and one primary and two secondary vendors will be selected for all other electrical supplies products not specifically listed. For the purpose of low bid determination for one primary and two secondary vendors, the City will select approximately twenty three (23) electrical supplies products to determine the City's contract vendor. Using the proposed cost schedule, an evaluation will be made and a bid tabulation will be prepared to determine which vendor offered the lowest price for the highest percentage of items. The schedule may be a net pricing format, discount from list, or a cost plus. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.

16.5 The successful bidder will be required to provide training to the City of Laredo's Purchasing Division on the use of the electronic price schedule. The vendor must provide copies of the most current catalogue within thirty days (30) after notification of award.

16.6 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.

16.7 The bid pricing must be firm for the contract period.

16.8 When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price.

16.9 Partial deliveries may be made only with the prior approval of the requesting department.

16.10 Items found to be broken, defective, or otherwise unacceptable shall be reported by the Purchasing Division to the contractor for replacement. Replacements shall be made within five (5) workdays after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery shall be rejected and contractor shall immediately initiate replacement. In the event an ordered item is "out of stock", contractor may substitute a higher quality item at the price of the item for which the substitute is being made, if approved by the requesting department.

16.11 Cancellation of Contract: The following conditions will result in the cancellation of this contract:

16.11.1 This contract may be canceled, by either party, with sixty days written notice.

16.12 The City of Laredo is an active member of the State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP). The City of Laredo can take advantage of any contract pricing negotiated with these agencies.

17.0 UL Standards
Products delivered must meet any applicable UL Standards requirements (safety data sheets/hazardous product Information).

18.0 Acceptable Light Bulbs Brand
Qualified brands are as follows:

1. Sylvania ✓
2. GE
3. Phillips

19.0 Sales Tax Exemption
The City of Laredo qualifies for exemption of the Texas Limited Sales, exercise and use tax: sale tax will not be charged on these purchases.

20.0 Award of Contract
Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be 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 one primary vendor and two secondary vendors.**

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.

*****Orders less than $ 1,500.00 will be awarded to the primary vendor. The City of Laredo Purchasing Department shall compare pricing from the primary and secondary vendors for all orders that exceed $ 1,500.00.* ****

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 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 two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall 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.

22.0 Price Adjustment****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpeseador@ci.laredo.tx.us or galdape@ci.laredo.tx.us

23.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are 5 TO 10 working days from date of order.

Bidder's business hours: From: 8 a.m. to 5:30 p.m.

Days of week: 5 DAYS

24.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

25.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) 3-G ELECTRICAL SUPPLY INC

Signature of person authorized to sign bid _____ Date 01/19/2018

Print Name of person authorized to sign bid DAVID RUIZ

Title: MANAGER

Business Address: 811 EAST CALTON ROAD

City, State, Zip Code: LAREDO, TEXAS, 78041

Telephone Number: 956-724-2151 Fax Number: 956-723-0016

Contact Person Email Address: david@3gelectric.com

Federal Tax ID Number: 742140439

Bidders Principal/Corporate Place of Business Address: LAREDO TEXAS 78041

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 41 YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise, Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

26.0 Tab B Price Schedule

26.1 Section I: Wiring

Sub-Section A - Solids				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	#10	Ft	$ .17	SOUTHWIRE / THHS10BK
A-2	# 12	Ft	$ .11	SOUTHWIRE / THHS 12 BK
A-3	# 14	Ft	$ .07	SOUTHWIRE / THHS14 BK

Expected delivery in 1 **working days after receipt of order**

Sub-Section B – Stranded				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-1	# 1/0	Ft	$1.67	SOUTHWIRE / THHN10BK2500R
B-2	# 2/0	Ft	$2.09	SOUTHWIRE / THHN20BK2500R
B-3	# 3/0	Ft	$2.67	SOUTHWIRE / THHN30BLK19STRCU
B-4	# 2	Ft	$1.08	SOUTHWIRE / THHN2BK19 2500R
B-5	# 4	Ft	$ .70	SOUTHWIRE / THHN 4 BK 2500R
B-6	# 6	Ft	$ .47	SOUTHWIRE / THHN6 BLK 19STR
B-7	# 8	Ft	$ .31	SOUTHWIRE / THHN 8 BKS
B-8	# 10	Ft	$ .19	SOUTHWIRE / THHN 10 BES
B -9	# 12	Ft	$ .13	SOUTHWIRE / THHN 12 BES
B-10	# 14	Ft	$ .08	SOUTHWIRE / THHN 14 BES
	TOTAL		$ 9.20	

Expected delivery in 1 **working days after receipt of order**

Company Name: 3G ELECTRICAL SUPPLY INC

Owner/President Name: ADOLFO Gutierrez

Company Address: 811 CALTON ROAD

City, State, Zip Code: LAREDO, TX 78041

Company Authorized Representative's Signature: [signature]

Company Representative's Name: DAVID RUIZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.2 Section II: Conduits

Sub-Section A – EMT 10" Joints				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	½"	Ea	$2.82	ALLIED / EMT050
A-2	3/4"	Ea	$4.95	ALLIED / EMT075
A-3	1"	Ea	$8.43	ALLIED / EMT100
A-4	1-1/4"	Ea	$13.69	ALLIED / EMT125
A-5	1-1/2"	Ea	$16.77	ALLIED / EMT150
A-6	2"	Ea	$19.77	ALLIED / EMT200
	TOTAL		$66.43	

Expected delivery in 1 **working days after receipt of order**

Sub-Section B – PVC 10" Joint				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-1	1/2"	Ea	$2.25	ALLIED / PVC050
B-2	3/4"	Ea	$2.68	ALLIED / PVC075
B-3	1"	Ea	$3.91	ALLIED / PVC100
B-4	1-1/4"	Ea	$5.65	ALLIED / PVC125
B-5	1-1/2"	Ft	$6.55	ALLIED / PVC150
B-6	2"	Ft	$8.29	ALLIED / PVC200
	TOTAL		$29.33	

Expected delivery in 1 **working days after receipt of order**

Company Name: 3G ELECTRICAL SUPPLY INC

Owner/President Name: ADOLFO GUTIERREZ

Company Address: 811 CALTON ROAD

City, State, Zip Code: LAREDO, TX, 78041

Company Authorized Representative's Signature:

Company Representative's Name: DAVID RUIZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Sub-Section C –Greenfield (Flexible Metallic Conduit)				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C-1	3/8"	Ea	$ .36	PRIORITY / FSC037
C-2	1/2"	Ea	$ .43	PRIORITY / FSC050
C-3	1"	Ea	$ 1.04	PRIORITY / FSC100
C-4	1-1/4"	Ea	$ 1.35	PRIORITY / FSC125
C-5	1-1/2"	Ea	$ 2.25	PRIORITY / FSC150
C-6	2"	Ea	$ 2.15	PRIORITY / FSC200
C-7	3/4"	Ea	$ .59	PRIORITY / FSC075
	TOTAL		$ 8.77.	

Expected delivery in 1 **working days after receipt of order**

Sub-Section D –Greenfield (Liquid Tight Flex)				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D-1	3/8"	Ea	$ .27	PRIORITY / LTCCG037
D-2	1/2"	Ea	$ .54	PRIORITY / LTCCG050
D-3	1"	Ea	$ 1.05	PRIORITY / LTCCG100
D-4	1-1/4"	Ea	$ 1.44	PRIORITY / LTCCG125
D-5	1-1/2"	Ea	$ 2.75	PRIORITY / LTCCG150
D-6	2"	Ea	$ 2.86	PRIORITY / LTCCG200
D-7	3/4"	Ea	$ .70	PRIORITY / LTCCG075
	TOTAL		$ 9.61-	

Expected delivery in 1 **working days after receipt of order**

Company Name: 3G ELECTRICAL SUPPLY INC

Owner/President Name: ADOLFO GUTIERREZ

Company Address: 811 CALTON ROAD

City, State, Zip Code: LAREDO, TX, 78041

Company Authorized Representative's Signature: [signature]

Company Representative's Name: DAVID RUIZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.3 Section III: Fittings

Sub-Section A – EMT				
1. Set Screw Connectors				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	½"	Ea	$ .13	TOPAZ / TOP631
A-2	¾"	Ea	$ .22	TOPAZ / TOP632
A-3	1"	Ea	$ .42	TOPAZ / TOP633
A-4	1-1/4"	Ea	$ .75	TOPAZ / TOP634
A-5	1-1/2"	Ea	$1.00	TOPAZ / TOP635
A-6	2"	Ea	$1.35	TOPAZ / TOP636
	Total:		$ 3.87	

Sub-Section A – EMT				
2. Rain Tight Connectors				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-7	½"	Ea	$ .22	TOPAZ / TOP651
A-8	¾"	Ea	$ .39	TOPAZ / TOP652
A-9	1"	Ea	$ .65	TOPAZ / TOP653
A-10	1-1/4"	Ea	$1.07	TOPAZ / TOP654
A-11	1-1/2"	Ea	$1.38	TOPAZ / TOP655
A-12	2"	Ea	$2.21	TOPAZ / TOP656
	Total:		$ 5.92	

Sub-Section A – EMT				
3. Set Screw Couplings				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-13	½"	Ea	$ .14	TOPAZ / TOP641
A-14	¾"	Ea	$ .23	TOPAZ / TOP642
A-15	1"	Ea	$ .38	TOPAZ / TOP643
A-16	1-1/4"	Ea	$ .77	TOPAZ / TOP644
A-17	1-1/2"	Ea	$ .99	TOPAZ / TOP645
A-18	2"	Ea	$1.40	TOPAZ / TOP646
	Total:		$ 3.91	

Expected delivery in 1 **working days after receipt of order**

Sub-Section A – EMT				
4. Rain tight Couplings				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-19	½"	Ea	$ .34	TOPAZ / TOP661
A-20	¾"	Ea	$ .44	TOPAZ / TOP662
A-21	1"	Ea	$ .74	TOPAZ / TOP663
A-22	1-1/4"	Ea	$ 1.28	TOPAZ / TOP664
A-23	1-1/2"	Ea	$ 1.91	TOPAZ / TOP665
A-24	2"	Ea	$ 2.47	TOPAZ / TOP666
	Total:		$ 7.18	

Sub-Section B – PVC				
1. Terminal (Connectors) Adapters (Male)				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B -1	½"	Ea	$ .11	KRALOY / CARE943D
B-2	¾"	Ea	$ .19	KRALOY / CARE943E
B-3	1"	Ea	$ .25	KRALOY / CARE943F
B-4	1-1/4"	Ea	$ .31	KRALOY / CARE943G
B-5	1-1/2"	Ea	$ .38	KRALOY / CARE943H
B-6	2"	Ea	$ .54	KRALOY / CARE943J
	Total:		$ 1.78	

Sub-Section B – PVC				
2. 90- Degree Elbows				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-7	½"	Ea	$ .31	KRALOY / CARUA9AD
B-8	¾"	Ea	$ .36	KRALOY / CARUA9AE
B-9	1"	Ea	$ .55	KRALOY / CARUA9AF
B-10	1-1/4"	Ea	$ .80	KRALOY / CARUA9AG
B-11	1-1/2"	Ea	$ 1.06	KRALOY / CARUA9AH
B-12	2"	Ea	$ 1.49	KRALOY / CARUA9AJ
	Total:		$ 4.57	

Expected delivery in 1 **working days after receipt of order**

Sub-Section B – PVC

1. Couplings

Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-13	½"	Ea	$ .08	KRALOY / CARE940D
B-14	¾"	Ea	$ .10	KRALOY / CARE940E
B-15	1"	Ea	$ .16	KRALOY / CARE940F
B-16	1-1/4"	Ea	$ .21	KRALOY / CARE940G
B-17	1-1/2"	Ea	$ .29	KRALOY / CARE940H
B-18	2"	Ea	$ .38	KRALOY / CARE940J
	Total:		$ 1.22	

Sub-Section C – Green Field

1. Straight Squeeze Type Flex Connectors

Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C-1	½"	Ea	$ .35	TOPAZ / TOP151
C-2	¾"	Ea	$ .89	TOPAZ / TOP152
C-3	1"	Ea	$ 1.79	TOPAZ / TOP153
C-4	1-1/4"	Ea	$ 3.44	TOPAZ / TOP154
C-5	1-1/2"	Ea	$ 4.65	TOPAZ / TOP155
C-6	2"	Ea	$ 6.16	TOPAZ / TOP156
	Total:		$ 17.28	

Sub-Section C – Green Field

2. Liquid tight 90 degree angle flex connectors

Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C-7	½"	Ea	$ 2.03	TOPAZ / TOP491
C-8	¾"	Ea	$ 3.14	TOPAZ / TOP492
C-9	1"	Ea	$ 6.09	TOPAZ / TOP493
C-10	1-1/4"	Ea	$ 9.60	TOPAZ / TOP494
C-11	1-1/2"	Ea	$ 13.84	TOPAZ / TOP495
C-12	2"	Ea	$ 19.38	TOPAZ / TOP496
	Total:		$ 54.08	

Expected delivery in 1 **working days after receipt of order**

26.4 Section IV: Utility Boxes and Covers

Sub-Section A – Octagon Boxes				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	4' octagon boxes with 1/2" and 3/4" K.O.'s	Ea	$ .85	RACO / RAC125
A-2	4' octagon box extension rings with 1/2" and 3/4" K.O.'s	Ea	$ 1.51	RACO / RAC 128
A-3	4' octagon boxes flat blank covers	Ea	$ .28	RACO / RAC 722
	Total:		$ 2.64	

Sub-Section B – Square (Junction Boxes)				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B -1	4' square 1-1/2" deep with ½" and 3/4" K.O's	Ea	$ .74	RACO / RAC192
B-2	4' square extension rings with 1/ 2" and 3/4" K.O's	Ea	$ 2.33	RACO / RAC201
B-3	4' square flat blank covers	Ea	$ .30	RACO / RAC 752
B-4	4" square surface covers for toggle switch	Ea	$ .77	RACO / RAC 800C
B-5	4' square surface covers for single receptacle	Ea	$ 1.97	RACO / RAC 801C
B-6	4' square surface covers for duplex receptacle	Ea	$ .87	RACO / RAC 902C
B-7	4' square surface covers for toggle and duplex	Ea	$ 1.11	RACO / RAC 906C
B-8	4' square surface covers for two duplex receptacle	Ea	$ .94	RACO / RAC 907C
	Total:		$ 9.03	

Sub-Section C – (Handy Boxes)				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C1	4' x 2-1/8' standard size ½' K.O.	Ea	$ .77	RACO / RAC 660
C2	1-1/2" deep extensions ½' K.O.	Ea	$ 1.77	RACO / RAC 653
C3	4' x 2-1/8' blank covers (metal)	Ea	$ .34	RACO / RAC 860
C-4	4'x2-1/8' single receptacle covers (metal)	Ea	$ .43	RACO / RAC 863
C-5	4' x 2-1/8' 20 amp receptacle covers (metal)	Ea	$ .43	RACO / RAC 863
C-6	4' x 2-1/8' duplex receptacle covers (metal)	Ea	$ .32	RACO / RAC 864
C-7	4' x 2-1/8' toggle switch covers (metal)	Ea	$ .41	RACO / RAC 865
	Total:		$ 4.47	

Sub-Section D – Switch Boxes (Standard Depth)				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D-1	3' long – 2' wide with 1/ 2" K.O's with ears	Ea	$ 1.11	RACO / RAC 500
D-2	3' long – 2' wide with 1/ 2 K.O.'s without ears	Ea	$ 4.35	RACO / RAC 528
	Total:		$ 5.46	

26.5 Section V: Conduit Bodies with Covers

Sub-Section A – LB Type- Aluminum				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	½"	Ea	$ 2.26	TOPAZ / TOPLB1CG
A – 2	¾"	Ea	$ 2.72	TOPAZ / TOPLB2CG
A- 3	1"	Ea	$ 3.69	TOPAZ / TOPLB3CG
A- 4	1-1/4"	Ea	$ 7.39	TOPAZ / TOPLB4CG
A- 5	1-1/2"	Ea	$ 8.38	TOPAZ / TOPLB5CG
A - 6	2"	Ea	$ 13.02	TOPAZ / TOPLB6CG
A- 7	2- 1/2"	Ea	$ 36.03	TOPAZ / TOPLB7CG
A-8	3"	Ea	$ 40.66	TOPAZ / TOPLB8CG
A-9	3-1/2"	Ea	$ 62.42	TOPAZ / TOPLB9CG
A-10	4"	Ea	$ 66.92	TOPAZ / TOPLB10CG
	Total:		$ 243.49	

26.6 Section VI: Duplex Receptacles and Covers

Sub-Section A – 3 – Wire Duplex Outlet				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	3' Wire Duplex Outlet	Ea	$ .54	LEVITON / LEV5320ICP
A-2	Wire duplex outlet cover (ivory)	Ea	$ .26	LEVITON / LEV86003
	Total:		$ .80	

Sub-Section B – 3 – Wire 1 – Gang 30 or 50 AMP. Outlet (Ivory) 125/250 Volts.				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-1	3-Wire 1- Gang 30 or 50 AMP. Outlet (Ivory) 125/250 Volts.	Ea	$ 2.62	LEVITON / LEV5206
B-2	4' x 4' cover (metal for 30/50 amp outlet	Ea	$ 3.48	RACO / RAC 810C
	Total:		$ 6.10	

Sub-Section C – 3 – Wire Ground Caps 15 Amp, 125 Volt (Male)				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C-1	3-Wire Ground Caps 15 Amp, 125 Volt (Male)	Ea	$ 2.25	LEVITON / LEV515PA
	Total:		$ 2.25	

Sub-Section C – 3 – Wire Ground Caps 15 Amp, 125 Volt (Female)				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D-1	3-Wire Ground Caps 15 Amp, 125 Volt (Female)	Ea	$ 3.25	LEVITON / LEV515CV
	Total:		$ 3.25	

Expected delivery in 1 **working days after receipt of order**

26.7 Section VII: Switches and Wall Plates (Ivory)

Sub-Section A – Switch and Wall Plates (Ivory)				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	Ac Quit Switches , 15 Amp (Ivory)	Ea	$ .70	LEVITON / LEV14512I
A-2	1 toggle wall plate	Ea	$ .26	LEVITON / LEV 86001
	Total:		$ .96	

26.8 Section VIII: Pipe Straps

Sub-Section A – 2 – Hole				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	1/2"	Ea	$ .04	TOPAZ / TOP 521
A-2	3/4"	Ea	$ .05	TOPAZ / TOP 522
A-3	1"	Ea	$ .09	TOPAZ / TOP 523
A-4	1-1/4"	Ea	$ .15	TOPAZ / TOP 524
A-5	1-1/2"	Ft	$ .16	TOPAZ / TOP 525
A-6	2"	Ft	$ .24	TOPAZ / TOP 526
	Total:		$ .73	

Expected delivery in 1 **working days after receipt of order**

Sub-Section B– 1– Hole				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-1	1/2"	Ea	$ .05	TOPAZ / TOP511
B-2	3/4"	Ea	$ .07	TOPAZ / TOP512
B-3	1"	Ea	$ .12	TOPAZ / TOP513
B-4	1-1/4"	Ea	$ .18	TOPAZ / TOP514
B-5	1-1/2"	Ft	$ .30	TOPAZ / TOP515
B-6	2"	Ft	$ .38	TOPAZ / TOP516
	Total:		$ 1.10	

26.9 Section IX: Locknuts

Sub-Section A – Locknuts				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	1/2"	Ea	$ .05	TOPAZ / TOP281
A-2	3/4"	Ea	$ .07	TOPAZ / TOP282
A-3	1"	Ea	$ .12	TOPAZ / TOP283
A-4	1-1/4"	Ea	$ .17	TOPAZ / TOP284
A-5	1-1/2"	Ft	$ .27	TOPAZ / TOP285
A-6	2"	Ft	$ .34	TOPAZ / TOP286
	Total:		$ 1.02	

26.10 Section X: Wire Nuts

Sub-Section A – Wire Nuts				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	Orange	Ea	$ .04	GB / GAB 10003
A-2	Yellow	Ea	$ .05	GB / GAB 10084
A-3	Red	Ea	$ .06	GB / GAB 10086
A-4	Large Gray	Ea	$ .13	GB / GAB 102H2
A-5	Large Blue	Ft	$ .25	GB / GAB 10089
	Total:		$ .53	

Expected delivery in 1 **working days after receipt of order**

26.11 Section XI: Fluorescent Ballast

Sub-Section A – Fluorescent Ballast				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	For 4'/2 light fixtures	Ea	$ 27.59	SIMKAR / SIKCH232B11
A-2	For 8'/2 light fixtures	Ea	$ 43.00	SIMKAR / SIKCHX296B11
	Total:		$ 70.59	

26.12 Section XII: Breakers

Sub-Section A – Single Pole				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	15 AMPS (Square D)	Ea	$	
A-2	20 AMPS (Square D)	Ea	$ 7.06	SQUARE D / SQDQ0120
A-3	30 AMP (Square D)	Ea	$ 7.06	SQUARE D / SQDQ0130
	Total:		$ 14.12	

Sub-Section B – Double Pole				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-1	15 AMPS (Square D)	Ea	$ 16.83	SQUARE D / SQDQ0215
B-2	20 AMPS (Square D)	Ea	$ 17.42	SQUARE D / SQDQ0220
B-3	30 AMP (Square D)	Ea	$ 17.42	SQUARE D / SQDQ0230
B-4	40 AMPS (Square D)	Ea	$ 17.42	SQUARE D / SQDQ0240
B-5	50 AMPS (Square D)	Ea	$ 17.42	SQUARE D / SQDQ0250
B-6	60 AMP (Square D)	Ea	$ 17.42	SQUARE D / SQDQ0260
B-7	70 AMPS (Square D)	Ea	$ 42.00	SQUARE D / SQDQ0270
B-8	90 AMPS (Square D)	Ea	$ 54.12	SQUARE D / SQDQ0290
B-9	100 AMP (Square D)	Ea	$ 58.83	SQUARE D / SQDQ02100
B-10	125 AMP (Square D)	Ea	$ 115.30	SQUARE D / SQDQ02125
	Total:		$374.18	

26.13 Section XIII: Breakers Boxes

Sub-Section A – NEMA I. Indoor, Single Phase				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	2	Ea	$ 19.10	SIEMENS / ITEE0204ML10605
A-2	4	Ea	$ 20.48	SIEMENS / ITEE0408ML11255
A-3	6	Ea	$ 20.48	SIEMENS / ITEE0408ML11255
A-4	8	Ea	$ 42.20	SIEMENS / ITEE0816ML11255CU
A-5	12	Ea	$ 43.95	SIEMENS / ITES1212L1125
A-6	16	Ea	$ 51.00	SIEMENS / ITES1624L1125
A-7	24	Ea	$ 75.00	SIEMENS / ITES2424L1125C
	Total:		$ 272.21	

Sub-Section B – NEMA 3R. Outdoor, Single Phase				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-1	12	Ea	$ 69.00	SIEMENS / ITES W1224L1125
B-2	24	Ea	$ 128.00	SIEMENS / CRASW2030L1150
	Total:		$ 197.00	

Sub-Section C – Three Pole				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C-1	15 AMPS (Square D)	Ea	$ 80.00	SQUARE D / SQDQO315
C-2	20 AMPS (Square D)	Ea	$ 80.00	SQUARED / SQDQO320
C-3	30 AMP (Square D)	Ea	$ 80.00	SQUARED / SQDQO330
C-4	40 AMPS (Square D)	Ea	$ 80.00	SQUARE D / SQDQO340
C-5	50 AMPS (Square D)	Ea	$ 80.00	SQUARED / SQDQO350
C-6	60 AMP (Square D)	Ea	$ 80.00	SQUARED / SQDQO360
C-7	70 AMPS (Square D)	Ea	$ 105.89	SQUARED / SQDQO370
C -8	90 AMPS (Square D)	Ea	$ 117.65	SQUARED / SQDQO390
C-9	100 AMP (Square D)	Ea	$ 117.65	SQUARED / SQDQO3100
	Total:		$821.19	

Sub-Section C – NEMA I. Indoor, 3-Phase				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C -1	12	Ea	$ 74.00	SIEMENS / ITES1224L3125
C-2	24	Ea	$ 132.35	SIEMENS / ITES2442L3150
	Total:		$ 206.35	

Sub-Section D – NEMA 3R,. Outdoor, 3-Phase				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D-1	12	Ea	$ 98.64	SIEMENS / ITESW1224L3125
D-2	24	Ea	$ 153.92	SIEMENS / ITESW2442L3150
	Total:		$ 252.56	

Expected delivery in 1 **working days after receipt of order**

26.14 Section XIV: Weather Heads

Sub-Section A – Weather Heads				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	2"	Ea	$6.05	TOPAZ / TOP736
	Total:		$6.05	

26.15 Section XV: Ground Rod with Clamp

Sub-Section A – Ground Rod with Clamps				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	Ground rod with clamps	Ea	$12.47	PRIORITY/BLB6258
	Total:		$12.47	

26.16 Section XVI: Main Disconnect Boxes Fuse Type

Sub-Section A – Indoor, 1 Phase				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	100 AMP	Ea	$111.00	SIEMENS/ITEGF223N
A-2	200 AMP	Ea	$234.14	SIEMENS/ITEGF224N
A-3	30 AMP	Ea	$32.36	SIEMENS/ITEGF221N
A-4	60 amp	Ea	$54.96	SIEMENS/ITEGF222N
	Total:		$432.46	

Sub-Section B – Outdoor, 1 Phase				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-1	100 AMP	Ea	$124.03	SIEMENS/ITEGF223NR
B-2	200 AMP	Ea	$332.14	SIEMENS/ITEGF224NR
B-3	30 AMP	Ea	$51.54	SIEMENS/ITEGF221NR
B-4	60 amp	Ea	$85.00	SIEMENS/ITEGF222NR
	Total:		$592.71	

Expected delivery in 1 **working days after receipt of order**

Item 6

Sub-Section C – Indoor, 3 Phase				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C-1	100 AMP	Ea	$147.00	SIEMENS / ITEGF323N
C-2	200 AMP	Ea	$332.14	SIEMENS / ITEGF324N
C-3	30 AMP	Ea	$ 51.54	SIEMENS / ITEGF321N
C-4	60 amp	Ea	$ 84.62	SIEMENS / ITEGF322N
	Total:		$615.30	

Sub-Section D – Outdoor, 3 Phase				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D-1	100 AMP	Ea	$211.36	SIEMENS / ITEGF323NR
D-2	200 AMP	Ea	$393.24	SIEMENS / ITEGF324NR
D-3	30 AMP	Ea	$ 77.03	SIEMENS / ITEGF321NR
D-4	60 amp	Ea	$114.08	SIEMENS / ITEGF322NR
	Total:		$795.71	

26.17 Section XVII: Duel Element Fuses 250V

Sub-Section A – 250 Volts				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	5- 30 AMP	Ea	$ 3.11	MERSEN / GOSTR30R
A-2	35-60 AMP	Ea	$ 5.71	MERSEN / GOSTR60R
A-3	70- 100 AMP	Ea	$ 12.83	MERSEN / GOSTR100R
A-4	110-200 AMP	Ea	$ 28.21	MERSEN / GOSTR200R
A-5	225- 400 AMP	Ea	$ 50.87	MERSEN / GOSTR400R
A-4	450-600 AMP	Ea	$ 83.31	MERSEN / GOSTR600R
	Total:		$184.04	

26.18 Section XVIII: Dual Element Fuses 600V

Sub-Section A – 600 Volts				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	5- 30 AMP	Ea	$ 6.93	MERSEN / GOSTRS30R
A-2	35-60 AMP	Ea	$ 11.89	MERSEN / GOSTRS60R
A-3	70- 100 AMP	Ea	$ 25.53	MERSEN / GOSTRS100R
A-4	110-200 AMP	Ea	$ 49.10	MERSEN / GOSTRS200R
A-5	225- 400 AMP	Ea	$ 98.19	MERSEN / GOSTRS400R
A-4	450-600 AMP	Ea	$ 142.51	MERSEN / GOSTRS600R
	Total:		$ 334.15	

26.19 Section XIX: Emergency Light Fixture and Exit Light Fixture

Sub-Section A- Emergency Light Fixture, Dual Life, Wall Mount, 115 V				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	Lamp with Rechargeable Battery	Ea	$ 18.00	SIMKAR / SIKSEMW
	Total:		$ 18.00	

Sub-Section B – Exit Light Bulbs				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	Exit Light Bulb	Ea	$ 1.65	SYLVANIA / SUP15T6CL
A-2	25T6-1/2	Ea	$ 2.55	SYLVANIA DA080152A
A-3	15T6	Ea	$ 1.65	SYLVANIA / SUP15T6CL
A-4	25T6-1/2 DC	Ea	$ 2.55	SYLVANIA DA080152A
A-5	F032/ 841/ ECO T8	Ea	$ 1.60	SYLVANIA TANG3741308
A-6	FO17/741/ECO	Ea	$ 3.13	SYLVANIA / SUPFITT8/841
	Total:		$ 13.13	

26.20 Section XX: Porcelain Light Fixtures

Section A- Porcelain Light Fixture				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	Keyless receptacle	Ea	$ 1.57	LEVITON / LEV9875
	Total:		$ 1.57	

26.21 Section XXI: Electric Tape

Section A- Electrical Tape				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	#33 plus scotch vinyl tape , ¾" x 66	Ea	$ 4.34	3M / 3M33PLUSSUPER34X66
A-2	Rubber tape, ¾" x 66	Ea	$ 12.87	3M / 3M130C34X30FT
	Total:		$ 17.21	

26.22 Section XXII: Photo Cells

Section A- Photo Cells				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	# AT15, 1500 Watts	Ea	$ 10.35	TORK / TOR2001
A-2	# AT30, 3000 Watts	Ea	$ 23.12	TORK / TOR2105
	Total:		$ 33.47	

26.23 Section XXIII: K6-CO Red anchor Kits

Section A- Photo Cells				
Item#	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	240 Volt intermatic outdoor time clock	Ea	$ 58.00	TORK / TOR1104BP
A-2	Quart PVC Glue	Ea	$ 6.60	PLASTI-WELD / CTX7210603
	Total:		$ 64.60	

26.24 Section XXIV: Discount Percentage

Provide a percent discount offered by manufacturer or product type. You may include as many product types as necessary or you can provide a general percentage discount for all city purchases.

Percent of discount offered	20 TO 80 %
Product Identification (Mfr.)	ALL
Type price schedule (dealer, jobber, etc.)	TRADE SERVICE
Price Schedule Number	N/A
Date of price schedule	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	LIST PRICE

Company Name: 3-G ELECTRICAL SUPPLY INC

Owner/President Name: ADOLFO GUTIERREZ

Company Address: 811 EAST CALTON ROAD

City, State, Zip Code: LAREDO, TEXAS 78041

Company Authorized Representative's Signature: _____

Company Representative's Name: DAVID RUIZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

27.0 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

[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.

DAVID RUIZ — Name | Signature | 01/19/2018 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [X] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [ ] Yes [X] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? [ ] Yes [X] No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — 01/16/2018 — Date

28.0 Tab D

AFFIDAVIT

Project: FY18-029 ELECTRICAL SUPPLIES

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is DAVID RUIZ
(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 19 day of January 20 18.

Notary Public

My commission expires:

11-09-2021

IRENE MELISSA CANALES
My Notary ID # 131345828
Expires November 9, 2021

33.0 **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 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or X Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: DAVID M.I. ___ Last: RUIZ Suffix: ___

***2. Contract Information.**

a) Contract or project name: FY18-029

b) Originating department: PURCHASING DEPARTMENT

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or 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.

☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

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

☐ List of attorneys, lobbyists, or consultants 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 a 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)

XX Not applicable. No campaign or officeholder contributions have been made in 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?

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

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

XX **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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

XX **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

XX I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

XX 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.

Your Name: DAVID RUIZ Title: MANAGER

Company Name or DBA: 3G ELECTRICAL SUPPY INC **Date:** 01/19/2018

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

29.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
3G ELEXCTRICAL SUPPLY INC

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.**
FY18-029 ELECTRICAL SUPPLIES

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.** XX

6 **AFFIDAVIT**

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

IRENE MELISSA CANALES
My Notary ID # 131345828
Expires November 9, 2021

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the 19 day of January, 20 18, to certify which, witness my hand and seal of office

Irene Canales — Irene M Canales — Mortgage Loan Assistant

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

30.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 25, 2018; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on January 26, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Electrical Supplies Contract
FY18-029

Bids are to be mailed: City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CERTIFICATE OF 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:
2018-303833
Date Filed:
01/19/2018
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
3G Electrical Supply 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.
FY18-029
ELECTRICAL SUPPLIES

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 DAVID Ruiz, and my date of birth is 06/12/62.

My address is 811 E CALTON ROAD, LAREDO, TX, 78041, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WEBB County, State of TEXAS, on the 19 day of Jan (month), 20 18 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ronald W. Miller, Acting Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to amend annual parts contract FY17-002 by 25% with Family Chevrolet, Laredo, Texas in an amount not to exceed $16,250.00 due to an increase in usage. This contract is for the purchase of (OEM) Original Equipment Manufacturer parts for the City's fleet vehicle repairs.The term of this contract shall expire on 8/6/19; a new contract with a total amount of $81,250.00. All parts will be requested on an as needed basis. Funding is available in the Fleet Management Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/06/18.

BACKGROUND

This contract establishes a percentage discount on original equipment manufacturer parts. Due to an increase replacement parts, this contract will fund out before the expiration date. Staff is recommending increasing this contract by 25% with Family Chevrolet.

Current Contract Amount	$ 65,000.00
25% Increase	$ 16,250.00
Revised Contract Amount	$ 81,250.00

Current Pricing:

Family Chevrolet

	Chevy/GM Parts
Discount Offered	Cost 30.0%
Product I.D. (Mfr.)	General Motors
Type Price Schedule	Dealer Cost

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be amended.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2071
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY17-002

City of Laredo
Purchasing Division

LETTER OF AWARD

August 13, 2018

Mr. Ricardo Barraza/Lawrence Bruni
Paul Young Auto Group DBA Family Chevrolet
3201 E. Saunders
Laredo, Texas 78041

Re: Chevrolet/GM OEM Automotive Parts
Contract FY17-002
Extension II

Dear Mr. Barraza/Bruni,

This is to inform you that the contract extension for FY17-002 was approved by City Council on 8/06/2018. The term of this contract shall be for a period of one year. This is the second of four extension periods.

All commodities and services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/06/2018
Initiated By: Mario Maldonado, Executive Director of Transportation
Staff Source: Heberto "Beto" L. Ramirez,Fleet Department Director, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to renew existing contract FY17-002 with Family Chevrolet, Laredo, Texas in an amount up to $65,000.00 for the purchase of (OEM) Original Equipment Manufacturer parts for the City's fleet vehicle repairs.There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of four extension periods. If pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. All parts will be requested on an as needed basis. Funding is available in the Fleet Management Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 11/21/16.

BACKGROUND

This contract establishes a percentage discount on original equipment manufacturer parts. There was no price increase during the last extension period. This is the second of four extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. If pricing remains the same or price adjustment has mutual agreement from both parties and

the City agrees to extend the contract, the contract shall automatically renew for another one year period. All parts will be requested on an as needed basis.

Current Pricing:

Family Chevrolet

	Chevy/GM Parts
Discount Offered	Cost 30.0%
Product I.D. (Mfr.)	General Motors
Type Price Schedule	Dealer Cost

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2018
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	593-2810-533-2071
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY17-002 Contract

City of Laredo
Purchasing Division
Renewal Notice

July 6, 2018

Mr. Ricardo Barraza/Lawrence Bruni
Paul Young Auto Group DBA Family Chevrolet
3201 E. Saunders
Laredo, Texas 78041

Re: Chevrolet/GM OEM Automotive Parts
Contract FY17-002
Extension II

Dear Mr. Barraza/Bruni,

Contract for the purchase of Chevy/GM OEM parts for the City of Laredo was awarded to your company, on 11/21/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel Pescador
Purchasing Agent

Xc: Purchasing File

Paul Young Auto Group

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Lawrence Bruni

Date: 6-6-2018

City of Laredo
Purchasing Division

LETTER OF AWARD

October 31, 2017

Mr. Ricardo Barraza/Lawrence Bruni
Paul Young Auto Group DBA Family Chevrolet
3201 E. Saunders
Laredo, Texas 78041

Re: Chevrolet/GM OEM Automotive Parts
Contract FY17-002
Extension I

Dear Mr. Barraza/Bruni,

This is to inform you that the contract extension for FY17-002 was approved by the Purchasing Agent on 10/31/2017. The term of this contract shall be for a period of one year. This is the first of four extension periods.

All commodities and services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
Renewal Notice

October 30, 2017

Mr. Ricardo Barraza/Lawrence Bruni
Paul Young Auto Group DBA Family Chevrolet
3201 E. Saunders
Laredo, Texas 78041

Re: Chevrolet/GM OEM Automotive Parts
Contract FY17-002
Extension I

Dear Mr. Barraza/Bruni,

Contract for the purchase of Chevy/GM OEM parts for the City of Laredo was awarded to your company, on 11/21/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel Pescador
Purchasing Agent

Xc: Purchasing File

Paul Young Auto Group

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Ricardo Barraza

Print Name: RICARDO BARRAZA

Date: 10/31/2017

City of Laredo
Purchasing Division
Renewal Notice

October 30, 2017

Mr. Ricardo Barraza/Lawrence Bruni
Paul Young Auto Group DBA Family Chevrolet
3201 E. Saunders
Laredo, Texas 78041

Re: Chevrolet/GM OEM Automotive Parts
Contract FY17-002
Extension I

Dear Mr. Barraza/Bruni,

Contract for the purchase of Chevy/GM OEM parts for the City of Laredo was awarded to your company, on 11/21/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel Pescador
Purchasing Agent

Xc: Purchasing File

Paul Young Auto Group

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division

LETTER OF AWARD

November 22, 2016

Mr. Ricardo Barraza
Paul Young Auto Group DBA Family Chevrolet
3201 E. Saunders
Laredo, Texas 78041

Re: Chevrolet/GM OEM Automotive Parts
Contract FY17-002
Approved by City Council on November 21, 2016

Dear Mr. Hyde,

This is to inform you that contract FY17-002 was approved by the City Council on November 21, 2016. The term of this contract shall be for a period of one year. This contract has four extension periods.

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

All commodities and services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 11/21/2016
Initiated By: Robert Eads, Assistant City Manager
Staff Source: Jack Dunn, Fleet Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY17-002 for the purchase of Original Equipment Manufacturer (OEM) parts for the City's fleet vehicle repairs to the sole bidder Family Chevrolet, Laredo, Texas in an amount up to $65,000.00. 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. Funding for the additional extensions are subject to future budget appropriations. All parts will be purchased on an as needed basis and funding will be secured from the Fleet Management Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid for awarding an annual supply contract for the purchase of original equipment manufacturer (OEM) parts for the City's fleet vehicles. This contract establishes a percentage discount on original equipment manufacturer parts.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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 thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same

or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Bid Summary:

Family Chevrolet

	Chevy/GM Parts
Discount Offered	Cost 30.0%
Product I.D. (Mfr.)	General Motors
Type Price Schedule	Dealer Cost

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2017
Bugeted Y/N?:	Yes
Source of Funds:	Fleet
Account #:	593-2810-533-2071
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

Contract FY17-002

Bid Tabulation
Chevy/GM Auto Parts-Fleet Department
FY17-002
November 4, 2016 @ 3:00 PM

Section	Chevrolet/General Motors Captive Parts	[redacted]
23.2	Percentage of discount offered	Cost 30%
	Product (Mfr.)	General Motors
	Type price schedule	GM File
	Price Schedule Number	N/A
	Date of price schedule	Current
	Price schedule column on which discount is based	Dealer Cost

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

#1

CHEVROLET/GM OEM PARTS
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 an annual contract for the purchase of Chevrolet/GM Automotive Captive Parts for the City's Fleet vehicles.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on November 3, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 4, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Chevrolet/GM OEM Automotive Captive Parts – Fleet Department
FY17-002

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of Chevrolet/GM & Dodge/Chrysler Automotive Captive Parts for the City's fleet vehicles. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **3:00 P.M. on November 3, 2016** and all bids received will be **opened** and read publicly on **November 4, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Chevrolet/GM OEM Automotive Captive Parts – Fleet Department
FY17-002

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 12th DAY OF OCTOBER 2016.

Heberto "Beto" L. Ramirez
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

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 bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579. Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and 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 period of sixty 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 opening 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 days prior to the scheduled opening date 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 will be mailed or delivered to each vendor having receiving a set of bid documents. 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 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 and change orders shall not be applicable.

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.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The 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 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 its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable 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 Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Chevrolet/GM OEM Parts
Fleet Department

14.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for the supply of automotive parts for the Fleet Department.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Ruben Amesquita (956) 727-6450 or email ramesquita@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, October 21, 2016 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.1 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.1.1 Delivery
Delivery time for all items ordered under the terms and conditions of this contract are _____ working days from date of order.

Bidder's business hours: From: ____a.m. to _____p.m. Days of week: _____

16.2 Bids will be awarded to the lowest responsible bidder meeting the city's requirements.

16.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.4 Bids not submitted on these forms will not be considered.

16.5 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

16.6 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

16.7 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

16.8 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.9 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent. it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

16.10 Vendors must be factory authorized dealers capable of providing OEM replacement parts for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

16.11 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

16.13 Only those bids from known manufacturers or their franchised dealers will be accepted so as to maintain a level of quality parts and also, to keep "downtime" to a minimum.

17.0 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 five, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

17.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

18.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded 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.

Annual Supply 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 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.

19.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

20.0 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror/Business: Paul Young Chevrolet, Inc DBA Paul Young Auto Group DBA FAMILY CHEVROLET

Signature of person authorized to sign bid: Ricardo Barraza Date: 10-13-2016

Print Name of person authorized to sign bid: Ricardo Barraza

Title: Parts and Service Director

Business Address: 3701 E. Saunders

City, State, Zip Code: Laredo, Tx, 78041

Telephone Number: 956 727 1192 Fax Number: 956 727 1749

Contact Person Email Address: Ricardo@Drivefamily.com

Federal Tax ID Number: 174146299459

Bidders Principal/Corporate Place of Business Address: 3701 E. Saunders.

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 30 + years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes (No.)

Is any litigation pending against the Business? Yes / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

23.0 Tab B Price Schedule

23.1 Section I – Chevrolet/General Motors Captive New Parts

Percent of discount offered	Cost + 30 %
Product identification (Mfr.)	GENERAL MOTORS
Type price schedule (dealer, jobber, etc.)	G.M FILE
Price Schedule Number	N/A
Date of price schedule	MOST CURRENT
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	DEALER COST

Company Name: FAMILY CHEVROLET

Owner/President Name: PAUL YOUNG JR.

Company Address: 3701 E. SAUNDERS

City, State, Zip Code: LAREDO, TX 78041

Company Authorized Representative's Signature: [signature]

Company Representative's Name: RICARDO BARRAZA

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.0 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

☑ **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.**

Richardo Barrera — Name
Signature — Date 10-18-16

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

25.0 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 Ricardo Barraza Vice Pres.
(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.

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

DEBORAH L. TALAMANTEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 8-30-17

Subscribed and sworn before me this 8th day of Oct 20 16.

Deborah L. Talamantez
Notary Public

My commission expires:

8-30-17

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

***1. Name of person submitting this disclosure form.**

First: Ricardo M.I. ___ Last: Barraza Suffix: Mr.

***2. Contract information.**

a) Contract or project name: GM OEM Parts Fleet Department

b) Originating department: City of Laredo Fleet Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Family Chevrolet

***4. List any business entity(ies) that is a partner, parent, or 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.

☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

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

☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: [signature] Title: Parts and Service Director

Company Name or DBA: Family Chevrolet Date: 10-13-2016.

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

27.0 **Tab F**

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Family Chevrolet

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.

Richardo Barrera
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richardo Barrera, this the 18th day of December, to certify which, witness my hand and seal of office.

Deborah L. Talamantez
Signature of officer administering oath

Deborah L. Talamantez Spec. Trns
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

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on November 3, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 4, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Chevrolet/GM & OEM Parts – Fleet Department
FY17-002

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Certificate of Interested Parties**
7. **Please submit one original signature bid document and two copies**

RECEIVED

2016 OCT 19 AM 11:09

City of Laredo - City Secretary
C/O Hebert to "Beto" Li Ramirez
City Hall - Third Floor
1110 Houston
Laredo, TX 78040

Subject: Letter of Opposition to Proposed Ordinance Amending Chapter 4 of the Laredo City Code Regarding Alcoholic Beverages

Dear Mayor Pro-Tem Ramirez and Members of the City Council,

I am writing to express my strong opposition to the proposed ordinance amending Chapter 4 of the Laredo City Code regarding alcoholic beverages. While I understand the intent behind this ordinance, I believe it will have a negative impact on our community and local businesses.

Firstly, the proposed ordinance will restrict the hours of operation for establishments that sell alcoholic beverages. This will not only affect the revenue of these businesses but also limit the options available to residents and visitors who enjoy dining and socializing in these establishments. It will also create a ripple effect on the surrounding businesses, such as restaurants and bars, which rely on the foot traffic generated by these establishments.

Secondly, the ordinance will increase the number of citations issued for violations, which will put a burden on the police department and the court system. This will divert resources away from other important areas of law enforcement and create a backlog in the court system.

Thirdly, the ordinance will not address the root cause of the problem, which is the irresponsible behavior of some individuals who consume alcohol. Instead of punishing the entire community, we should focus on educating people about responsible drinking and enforcing existing laws against drunk driving and public intoxication.

In conclusion, I urge you to vote against the proposed ordinance amending Chapter 4 of the Laredo City Code regarding alcoholic beverages. I believe it will have a negative impact on our community and local businesses, and it will not address the root cause of the problem. Thank you for your consideration.

Sincerely,

[illegible]

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ronald W. Miller, Acting Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY19-040 to the sole bidder, Industrial Disposal Supply Company, San Antonio, Texas in an amount up to $100,000.00 for the purchase of Tymco Street Sweeper (OEM) equipment repair parts and service for the City's street sweeper heavy equipment. This contract establishes discount percentage pricing for the purchase of needed repairs and replacement parts and services. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and may be extended for three additional one (1) year periods upon mutual agreement. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one bid through Cit-E-Bid for awarding an annual contract for the purchase of Tymco street sweeper original equipment manufacturer repair parts and service. This contract establishes a percentage discount on original equipment manufacturer parts. The term of this contract will be for a one year period with the possibility of being renewed for three additional one year periods. Staff has reviewed the bids submitted and is recommending a contract be awarded to the sole bidder Industrial Disposal Supply Company, San Antonio, Texas.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. 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.

Bid Summary	Industrial Disposal Supply Company
Discount Offered	0 %
Product I.D. (Mfr.)	Tymco
Type Price Schedule (dealer jobber, etc..)	Distributor
Labor Rate for Service	$ 135.00 per hour
Mileage Rate	$ 0.75 per mile

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Fund
Account #:	59328105332078

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

FY19-040 Contract
Bid Tab FY19-040

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TYMCO STREET SWEEPER OEM PARTS/SERVICE
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 an annual contract for the supply of OEM Tymco street sweeper captive parts and repair service 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

Handheld bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 26, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 27, 2019.**

Handheld bids are to be submitted in a sealed envelope clearly marked:

Bid: Tymco Street Sweeper OEM Parts/Service – Fleet Department
FY19-040

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of OEM Tymco street sweeper captive parts and repair service 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 26, 2019** and all bids received will be **opened** and read publicly on **February 27, 2019 at 3:00 PM.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

BID: Tymco Street Sweeper OEM Parts/Service – Fleet Department
FY19-040

Bids can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF FEBRUARY 2019.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Street Sweeper OEM Parts/Service

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the for awarding an annual contract for the supply of OEM Tymco street sweeper captive parts and repair service for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted in writing or by email no later than, February 12, 2019 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ronald W. Miller	(956) 727-6450	rmiller@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

16.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.5 Bids not submitted on these forms will not be considered.

16.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

16.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

16.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

16.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

16.11 Vendors must factory authorized dealers capable of providing OEM replacement parts and service for the City's Tymco street sweepers. All parts used in complying with this contract must be equal to or better than the original part.

16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

17.0 Specifications

17.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

17.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

17.3 Invoices:

17.3.1 Must be legible and reference a valid purchase order number.

17.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

17.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

17.4 City of Laredo personnel may pickup parts from Contractor's facility.

17.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

17.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

17.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

18.0 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 thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. 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.

18.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded 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.

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.

19.1 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.

20.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

21.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties (Form 1295)

22.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Industrial Disposal Supply Company

Signature Darryl Fischbeck Date 2/22/19
of person authorized to sign bid

Print Name Darryl Fischbeck
of person authorized to sign bid

Title: Vice President

Business Address: 1106 Paulsun

City, State, Zip Code: San Antonio, Tx. 78219

Telephone Number: 210-227-3441 Fax Number: 210-227-4424

Contact Person Email Address: info@idsequip.com

Federal Tax ID Number: 74-1538137

Bidders Principal/Corporate Place of Business Address: Same

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: N/A

State how long under its present business name: 56

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

23.0 Tab B Price Schedule

23.1 Section I: Tymco Street Sweeper Captive New Parts/Service

Percent of discount offered	0 %
Product identification (Mfr.)	Tymco
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	1747
Date of price schedule	7/17/17
Price schedule column on which discount is based (i.e. distributor, net, wholesale	Distributor
Labor Rate for Services	$ 135.00 Per Hour
Mileage Rate (if any)	$ .75 Per Mile

Parts will be delivered within 3-5 working days after receipt of order.

Business hours are from 8 A.M. to 5 P.M., 5 days per week.

Company Name: Industrial Disposal Supply Company

Owner/President Name: Candace Olson

Company Address: 1106 Paulsun

City, State, Zip Code: San Antonio, Tx. 78219

Company Authorized Representative's Signature: Darryl Fischbeck

Company Representative's Name: Darryl Fischbeck

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.0 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

☒ 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.

Darryl Fischbeck Darryl Fischbeck 2/22/19
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.**

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.

Darryl Fischbeck 2/22/19
Signature of person doing business with the governmental entity Date

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

1. Name of person submitting this disclosure form:

First	M.I.	Last	Suffix
Darryl	D.	Fischbeck	

2. Contract Information:

a) Contract or Project name(s): Tymco Street Sweeper OEM Parts/Service-FY19-040

b) Originating Department(s): Fleet Demaprtment

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
Darryl Fischbeck	Darryl Fischbeck		

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.

Darryl Fischbeck	Darryl Fischbeck	Vice President
Name (Print)	Signature	Title
Industrial Disposal Supply Company		2/22/19
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

27.0 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

27.1 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.

27.2 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:
2019-456124

Date Filed:
02/22/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Industrial Disposal Supply Company LLC
San Antonio, 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.
FY19-040
Tymco Street Sweeper OEM Parts/Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Olson , Candance	San Antonio, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Darryl Fischbeck, and my date of birth is 8/4/52.

My address is 411 Union Wine, New Braunfels, Tx., 78130, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 22nd day of February, 2019.
(month) (year)

JEANETTE CORDOVA NOTARY PUBLIC STATE OF TEXAS ID# [illegible] Expires 06-23-2020

Darryl Fischbeck
Signature of authorized agent of contracting business entity
(Declarant)

Jeanette Cordova

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.

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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

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 26, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 27, 2019.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tymco Street Sweeper OEM Parts/Service – Fleet Department
FY19-040

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

						Industrial Disposal Supply Company	
						Total Price	$135.75
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended
1	Section I: Tymco Street Sweeper Captive New Parts/Service Item Notes: Parts wil			1	PKG	**$135.75**	$135.75
1.1	Percentage of Discount offered	Tymco Street Sweeper OEM Parts		1	EA	0	
1.2	Hourly Labor Rate for Services			1	EA	**$135.00**	
1.3	Mileage Rate (if any) per mile			1	EA	**$0.75**	

Line #
1
1.1
1.2
1.3

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award two (2) year contract FY19-041 to the low bidder Dus-Tex Mops & Mats Rental, Laredo, Texas in the estimated annual amount of $85,000.00 for the rental of dust mops and mats to various city departments. The term of this contract shall be for a period of two (2) years, subject to future appropriations, beginning as of the date of its execution and may be extended for one (1) additional two (2) year period upon mutual agreement. All mops and mats services will be secured on an as needed basis. Funding in available in various department budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo went out on formal solicitations and received two bids through Cit-E-Bid for awarding a two (2) year contract for the rental of dust mops and mats. The two submittal were Dus- Tex Mop and Mats, Laredo, Texas and Cintas Corporation, Laredo, Tx. The term of this contract will be for two (2) year period with the possibility of being renewed for one (1) additional two (2) year periods. Staff has reviewed the bids submitted and is recommending a contract be awarded to the low bidder Dus-Tex Mops and Mats, Laredo,Texas.

The term of this contract shall be for a period of two (2) year beginning as of the date of its execution. The contract may be extended for one, additional two (2) year periods. Should the vendor desire to extend the contract for the additional two 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.

Description	Dus-Tex Mops & Mat	Cintas Corporation
Mats 4 ft x 6 ft	$2.30 ea	$2.56 ea
Mats 3 ft x 10 ft	$2.40 ea	$3.04 ea
Mats 3 ft x 4 ft	$0.75 ea	$2.07 ea
Mats 3 ft x 5 ft	$1.20 ea	$2.07 ea
Dust Mops 36 in.	$0.65 ea	$1.13 ea
Dust Mops 5 ft	$0.00 ea	$1.58 ea

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding are available on the Department Budget. 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

FY19-041 Contract

Bid Tabulation- FY19-041

#1

FY19-041

Rental of Dust Mops and Mats - Various City Departments

Issue Date: 2/3/2019
Questions Deadline: 2/18/2019 05:00 PM (CT)
Response Deadline: 2/25/2019 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Margarita Bosquez
Address: 5515 Thomas Ave
Purchasing Division
Laredo, TX 78043
Phone: (956) 7941735
Email: mbosquez@ci.laredo.tx.us

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

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 — None

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.

4

N. One — Signature of person doing business with the governmental entity

2-22-19 — Date

▶ check box if applicable ◀

☐ **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.**

Name	Signature	Date
JUAN R MARTINEZ JR	Juan R Martinez Jr	2-22-19

Event Information

Number:	FY19-041
Title:	Rental of Dust Mops and Mats - Various City Departments
Type:	Request For Bid
Issue Date:	2/3/2019
Question Deadline:	2/18/2019 05:00 PM (CT)
Response Deadline:	2/25/2019 05:00 PM (CT)
Notes:	Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

Ship To Information

Contact: Jorge Jolly
Address: PO Box 210
Accounts Payable
City Hall
2nd
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Billing Information

Contact: Jorge Jolly
Address: PO Box 210
Accounts Payable
City Hall
2nd
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

CIQ Form.pdf Download

Conflict of Interest Questionnaire

Non-Collusive Affidavit Form.pdf Download

Non-Collusive Affidavit Form

Form 1295- Certificate of Interested Parties.pdf Download

Form 1295

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 *(Optional: Check if applicable)*
2	**Terms and Conditions for Request for Bids** TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to

fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. 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 HAND DELIVERED 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. (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications. (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract. (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order. (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale". (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers. (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid. 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications. 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled. 11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042. (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

☑ I Agree to the Terms and Conditions

(Required: Check if applicable)

3	**Insurance Terms and Conditions**

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 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 each0occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. (i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Management department. (j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

(Required: Check if applicable)

Isure on File with city of Laredo

JR MP

4	**Disqualification & Debarment Certification**

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.

☑ I certify to the terms and conditions

(Required: Check if applicable)

5 Contract Requirements

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. 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. 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. 1.3 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. 1.4 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** 1.5 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. 1.6 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 may result in the cancellation of the contract.

☑ I have read and understand this section

(Required: Check if applicable)

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

JUAN R MARTINEZ JR OWNER

(Required: Maximum 1000 characters allowed)

8	**State how long under has the business been in its present business name** 15 Year or More *(Required: Maximum 1000 characters allowed)*
9	**If applicable, list all other names under which the Business identified above operated in the last five years** None *(Required: Maximum 4000 characters allowed)*
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 *(Required: Maximum 4000 characters allowed)*
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, *(Required: Maximum 4000 characters allowed)*

13	**State if the Company is a certified minority business enterprise** ☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC) ☐ Disadvantaged Business Enterprise (DBE) ☐ Other ☐ This company is not a certified minority business SELF *(Required: Check only one)*
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 Miguel A. Pescador, Purchasing Agent at 956-794-1731.
15	**Conflict of Intererst Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
16	**Conflict of Interest Questionnaire** If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid. ☑ I attest there is no conflict of interest ☐ I acknowledge possible conflict of interest *(Required: Check only one)*
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 ☐ Correction ☐ Update to previous submission *(Required: Check only one)*

19 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

JUAN R MARTINEZ JR OWNER

(Required: Maximum 1000 characters allowed)

20 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

—

(Required: Maximum 4000 characters allowed)

21 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Pys-Tex - owner

JUAN R MARTINEZ JR

(Required: Maximum 4000 characters allowed)

22 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

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.

None

(Optional: Maximum 4000 characters allowed)

24 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

None

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.

None

(Optional: Maximum 4000 characters allowed)

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

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

None

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.

None

(Optional: Maximum 4000 characters allowed)

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 ☐ It applies to my business

(Required: Check only one)

29 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

(Optional: Maximum 4000 characters allowed)

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 aware of conflict of interest [x] I am not aware of any conflict of interest

(Required: Check only one)

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.

(Optional: Maximum 4000 characters allowed)

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

(Required: Check if applicable)

34 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

[/] I have read and understand this section

(Required: Check if applicable)

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

(Required: Check if applicable)

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 Mr JUAN R MARTINEZ JR PRES-TRY MOP + MAT RENTAL 3405 N. ARKANSAS AVE LAREDO, TEX 78043 *(Required: Maximum 4000 characters allowed)*
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 *(Required: Check if applicable)*

Bid Lines

1 Package Header

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 rental of dust mops and mats for various departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: http://www.cityoflaredo.com/bids.html Request for Bids may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on February 25, 2019 and all bids received will be opened and publicly acknowledged at 10:00 A.M. on February 26, 2019.

Hand delivered statements are to be submitted in a sealed envelope clearly marked:

FY19-041 - Rental of Dust Mops and Mats - Various Departments ✓ · Correct

Proposals are to be 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
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals and to waive any minor irregularities.

Hand delivered statements are to be submitted in a sealed envelope clearly marked:

~~FY19-016 - Rental of Water Dispensers and Purchase Water – Various Departments~~ Wrong Bid

Proposals are to be 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
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals and to waive any minor irregularities.

Scope:
The City of Laredo is requesting sealed bids for awarding a two year contract for rental of dust mops and mats to be used by various city departments. The purpose of this contract is to secure contract pricing for a two year period.

General Conditions
Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents.
Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work.
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.
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.
Bidders are encouraged to visit the job sites.
Contractor will be responsible for any damages to City property that occurs in performance of this contract and the safety operations of their assigned equipment. Operate said equipment in a safely manner to prevent injury to others.

Vendors Requirements:
The Contractor must coordinated with affected city departments regard pick up and delivery of mats.

SPECIFICATIONS:
Mats Assorted Sizes
Heavy, 100% static dissipative nylon face offers outstanding absorption and durability.
Molded rubber backing resists curling and cracking in all types of weather.
Available in Flat, Gripper and Suction backing type.
Style: Construction and design of mats shall be durable-rubber back and fiber. Colors shall be selected from standard colors available.
Dust mops shall be of fray resistant, 100% cotton optimist yard.
The City might require samples prior to an award of contract.
Dust Mops
Constructed with thick, looped cotton blend (treated or non treated).
Combines the advantage of low cost with the benefit of being fully launder able.
Offered in multi frame, envelope type.
All deliveries shall be to the site(s) specified on the purchase order, be freight prepaid, pricing shall include all shipping, freight, gas charges or any other charges or inside delivery charges.
Mats available in various colors

Award of Contract:
Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsive responsible bidder. The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.

Term of Contract
The term of this contract shall be for a (2) two year period beginning as of the date of its execution. The contract may be extended for additional (2) two year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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. 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. Documentation may be emailed to mpescador@ci.laredo.tx.us The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

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.

INSURANCE REQUIREMENTS:
The bidder 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.

Quantity: 1 UOM: EA Total: $

Supplier Notes: Insurance In File ← w/ City

☑ Additional notes *(Attach separate sheet)*

Package Items

1.1 Mats 4 ft. x 6 ft.

Estimated QTY 200 x 52 weeks
(Response required)

Quantity: 10400 UOM: EA Price: $ 2.30 Total: $ 23,920.00

Supplier Notes: ESTIMATED yearly TOTAL ← JRM

☐ No bid
☑ Additional notes *(Attach separate sheet)*

1.2 Mats 3 ft. x 10 ft.

Estimated QTY 150 x 52 weeks
(Response required)

Quantity: 7800 UOM: EA Price: $ 2.40 Total: $ 18,720.00

Supplier Notes: ESTIMATED yearly TOTAL ← JRM

☐ No bid
☑ Additional notes *(Attach separate sheet)*

1.3 Mats 3 ft. x 4 ft.

Estimated QTY 200 x 52 weeks

(Response required)

Quantity: 10400 UOM: EA Price: $ .75 Total: $ 7,800.00

Supplier Notes: Estimated yearly TOTAL
JRm

☐ No bid
☑ Additional notes *(Attach separate sheet)*

1.4 Mats 3 ft. x 5 ft.

Estimated QTY 150 x 52 weeks

(Response required)

Quantity: 7800 UOM: EA Price: $ 1.20 Total: $ 9,360.00

Supplier Notes: Estimated yearly TOTAL
JRm

☐ No bid
☑ Additional notes *(Attach separate sheet)*

1.5 Dust Mops 36 in. with frame and handle

Estimated QTY 200 x 52 weeks

(Response required)

Quantity: 10400 UOM: EA Price: $ .65 Total: $ 6,760.00

Supplier Notes: Estimated yearly TOTAL
JRm

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.6 Dust Mops 5 ft. with frame and handle

Estimated QTY 200 x 52 weeks

(Response required)

Quantity: 10400 UOM: EA Price: $ -0- Total: $ -0-

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name: DUS- Tex Mops + Mat Rental

Contact Name: Juan R Martinez Jr

Address: 3405 N. Arkansas Ave
Laredo, Texas 78043

Phone: 956- 722- 6125

Fax: 956 - 726- 6126

Email: Martinez Juan A/ YAHOO . com

Supplier Notes

Local Vendor

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

Juan R Martinez Jr.
Print Name

Juan R Martinez Jr
Signature

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Dys-Tap Maps + MATs Rental
Being first duly sworn, deposes and says:

That he/she is Juan R Martinez Jr - Owner
(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.

Juan R Martinez Jr.
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 22 day of February 20 2019.

Gerardo L Pina
Notary Public

My commission expires:
4-14-2020

GERARDO LUIS PINA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 04-14-2020
ID # 7333370

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

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.

Pus. Tex Mex's

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.

Juan R. Martinez Jr.
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

GERARDO LUIS PINA NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-14-2020 ID # 7393370

Sworn to and subscribed before me, by the said Juan R. Martinez Jr., this the 22 day of February, 2019, to certify which, witness my hand and seal of office.

Gerardo L. Pina — Gerardo L. Pina - Notary Public state of TX.
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

DUS-TEX
MOPS & MATS SERVICE
PH. 722-6175
P.O. BOX 1644
LAREDO, TX

RECEIVED

'92 OCT 22 PM 3 35

SECRETARY'S OFFICE

DUS-TEX
MOPS & MATS S
PH. 722-61
P.O. BOX 16
LAREDO, TX

Event Number	FY19-041	**Organization**	City of Laredo Purchasing
Event Title	Rental of Dust Mops and Mats - Various Cit	**Workgroup**	City of Laredo Purchasing
Event Description	Bidders are strongly encouraged to submit	**Event Owner**	Margarita Bosquez
Event Type	RFB	**Email**	mbosquez@ci.laredo.tx.us
Issue Date	2/3/2019 07:00:01 AM (CT)	**Phone**	(956) 794-1735
Close Date	2/25/2019 05:00:00 PM (CT)	**Fax**	(956) 790-1805

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
DUS-TEX MOPS & MAT RENTAL	Laredo	TX	2/22/2019 03:35:00 PM (CT)	6	$66,560.00
Cintas Corporation	Laredo	TX	2/25/2019 08:45:00 AM (CT)	6	$116,194.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

						DUS-TEX MOPS & MAT RENTAL		Cintas Corporation	
						Total Price	$66,560.00	Total Price	$116,194.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended
1	Notice is hereby given that the City of Laredo			1	EA	**$66,560.00**	$66,560.00	$116,194.00	$116,194.00
1.1	Mats 4 ft. x6 ft. Estimated QTY 200 x 52 wee			10400	EA	**$2.30**		$2.56	
1.2	Mats 3 ft. x 10 ft. Estimated QTY 150 x 52 we			7800	EA	**$2.40**		$3.04	
1.3	Mats 3 ft. x4 ft. Estimated QTY 200 x 52 wee			10400	EA	**$0.75**		$2.07	
1.4	Mats 3 ft. x5 ft. Estimated QTY 150 x 52 wee			7800	EA	**$1.20**		$2.07	
1.5	Dust Mops 36 in. with frame and handle Esti			10400	EA	**$0.65**		$1.13	
1.6	Dust Mops 5 ft. with frame and handle Estim			10400	EA	$0.00	$0.00	$1.58	

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ronald W. Miller, Acting Fleet Department Director, Riazul I. Mia, Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award contract FY19-036 for the purchase of heavy duty trucks for the Utilities Department to the following low bidders:

1. Nueces Power Equipment, Laredo, Texas in the total amount of $70,624.00 for the purchase of one (1) road construction sweeper;
2. Doggett Freightliner of South Texas, Laredo, Texas in the total amount of $499,730.00 for the purchase of five (5) 12-14 Cubic Yard Dump Truck (cab & chassis) and five (5) 12-14 Cubic Yard Dump Truck (David trailer dump bodies);
3. Kyrish Truck Center, San Antonio, Texas in the total amount $213,000.00 for the purchase of one (1) 27 Cubic Yard Tractor for an aluminum end dump trailer (cab & chassis only);
4. Rush Truck Center, Laredo, Texas in the total amount of $721,820.85 for the purchase of one (1) 27 Cubic Yard Tractor for an aluminum end dump trailer (Vantage body), one (1) Truck Tractor for Roll-Off Trailer Hoist (cab & chassis), one (1) Truck Tractor for Roll-Off Trailer Hoist (G&H Body), one (1) Camel 1200 Combination Truck (cab & chassis), one (1) Camel Combination Truck (Camel 1200/12yd body), one (1) 14-16 Cubic Yard Dump Truck (cab & chassis), and one (1) 14-16 Cubic Yard Dump Truck (Maverick dump body).

All replacement heavy duty trucks that have reached their useful life-- refer to attachment "Replacement Unit #'s". All these heavy duty trucks will supplement the Utilities Department operations. Funding is available in the 2017 Utilities Sewer Revenue Bond and 2018 Water and Sewer PPFCO Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bid solicitations through Cit-E-Bid and received four bids for the purchase of heavy duty trucks for the Utilities Department. These trucks will be utilized to supplement the Utilities Departments field operations. Delivery is expected within nintey to one hundred twenty days after receipt of order. A recommendation is being submitted to award these contracts to the lowest bidders.

Vendor	Item	Qty	Unit Price	Total Price
Nueces Power Equipment	2019 Broce Street Sweeper RCT350	1	$ 70,624.00	**$ 70,624.00**
Doggett Freightliner	2020 12-14 Cu.Yd. Truck (M2-106 cab & chassis)	5	$ 82,696.00	$ 413,480.00
	2020 12-14 Cu.Yd. Truck (Davis Trailer dump body)	5	$ 17,250.00	$ 86,250.00
			Total	**$ 499,730.00**
Kyrish Truck Center	2020 27 Cu. Yd. Tractor for Aluminum End Dump Trailer (HV cab & chassis)	1	$ 106,500.00	**$ 213,000.00**
Rush Truck Center	2019 27 Cu. Yd. Tractor for Aluminum End Dump Trailer (Vantage dump body)	1	$ 51,900.00	$ 51,900.00
	2019 Truck Tractor for Roll-Off Trailer Hoist (Peterbilt 348 cab & chassis)	1	$ 115,404.00	$ 115,404.00
	2019 Truck Tractor for Roll-Off Trailer Hoist (G&H body)	1	$ 43,066.00	$ 43,066.00
	2019 Camel 1200 Combination Truck (Pertbilt 365 cab & chassis)	1	$ 130,697.00	$ 130,697.00
	2019 Camel 1200 Combination Truck (Camel 1200/12 Yd. body)	1	$ 251,385.85	$ 251,385.85

2019 14-16 Cu. Yd. Dump Truck (Peterbilt 348 cab & chassis)	1	$ 106,954.00	$ 106,954.00
2019 14-16 Cu. Yd. Dump Truck (Maverick dump body)	1	$ 22,414.00	$ 22,414.00
			$ 721,820.85

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these purchase contracts be approved.

Fiscal Impact

Fiscal Year: 2017 & 2018

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Utilities 2017 Sewer Revenue Bond and 2018 PPFCO funds.

Description	Account Number	Amount
2017 Sewer Revenue Fund	559-4298-535-9004	$ 111,824.51
2018 PPFCO	559-4275-535-9004	$ 1,022,888.34
2018 PPFCO	557-4175-535-9004	$ 370,462.00

Attachments

FY19-036 Contracts

Bid Tab FY19-036

FY19-036 Replacement Unit#s

Recommendation FY19-036

FY19-036 Heavy Duty Trucks Addendum 1
DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC
Supplier Response

Event Information

Number: FY19-036 Heavy Duty Trucks Addendum 1
Title: FY19-036 Heavy Duty Trucks - Various Departments
Type: Request For Bid
Issue Date: 1/25/2019
Deadline: 2/19/2019 05:00 PM (CT)

Contact Information

Contact: Jose A. Valdez, Jr.

Address: 1110 Houston St
3rd floor
City Secretary
City Hall
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC Information

Contact: Claudia Garcia
Address: 12002 FM 1472
LAREDO, TX 78045
Phone: (956) 718-3404
Toll Free: (888) 723-7473
Email: claudia.garcia@doggett.com

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

Tiffany Franklin on behalf of Doggett Freightliner of South Texas
Signature

mike.crockett@doggett.com
Email

Submitted at 2/19/2019 4:10:00 PM

Response Attachments

fy19-036 doggett bid response.pdf

Doggett manual FY19-036 bid response

Bid Attributes

1 Award By Section

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

Yes

2 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

Doggett Freightliner of South Texas, LLC **

4 State how long under has the business been in its present business name

5 years 4 months

5 If applicable, list all other names under which the Business identified above operated in the last five years

None

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 known pending litigation
2) No known non responsive bids
3) No-the business has not been debarred, suspended, or other terms found in question #3.
4) No known proceedings related to question #4.
5) No requested or enforced provisions under a surety bonds.

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 known arrears
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 Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

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)

Juan S. Cruz

16 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

a) Heavy Duty Trucks
b) Various Departments

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Doggett Freightliner of South Texas, LLC

18 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

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 entitites 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

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. Disclour 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 Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

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 **
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. 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 HAND DELIVERED 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 by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications. (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract. (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order. (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale". (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers. (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid. 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications. 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled. 11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042. (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

40 **Addendum**

Addendum Requires Acknowledgement

Acknowledge

Bid Lines

1 **Package Header**

Section I – Road Construction Sweeper

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

1.1 Purchase Price- Road Construction Sweeper
as per Specifications – 19.0

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

2 Package Header

Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $413,480.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

2.1 Purchase Price- Dump Truck Cab & Chassis
as per Specifications – 20.1

Quantity: 5 UOM: EA Price: $82,696.00 Total: $413,480.00

Supplier Notes: 2020 Freightliner M2-106

3 Package Header

Section IIB– 12-14 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA Total: $86,250.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

3.1 Purchase Price- 12-14 Yard Dump (Body)
as per Specifications – 20.2

Quantity: 5 UOM: EA Price: $17,250.00 Total: $86,250.00

Supplier Notes: Davis Trailer and Truck Equipment

4 Package Header

Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Cab & Chassis)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

4.1 Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis)
as per Specifications – 21.1

Quantity: 2 UOM: EA Price: *No response* Total: *No response*

5 Package Header

Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Body)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

5.1 Purchase Price- 27 Cubic Yard Dump Trailer (Body)
as per Specifications – 21.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

6 Package Header

Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

6.1 Purchase Price- Truck Tractor (Cab & Chassis)
as per Specifications – 22.1

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

7 Package Header

Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

7.1 Purchase Price- Roll-Off Trailer Hoist (Body)
as per Specifications – 22.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

8 Package Header

Section VA– Camel 1200 Combination Truck (Cab & Chassis)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

8.1 Purchase Price- Camel 1200 Combination Truck (Cab & Chassis)
as per Specifications – 23.1

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

9 Package Header

Section VB– Camel 1200 Combination Truck (Body)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

9.1 Purchase Price- Combination Sewer Cleaner (Body)
as per Specifications – 23.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

10 Package Header

Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $120,538.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

10.1 Purchase Price- Dump Truck Cab & Chassis
as per Specifications – 24.1

Quantity: 1 UOM: EA Price: $120,538.00 Total: $120,538.00

Supplier Notes: 2020 Freightliner 122SD (Severe Duty)

11 Package Header

Section VIB– 14-16 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA Total: $17,950.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

11.1 Purchase Price- 14-16 Yard Dump (Body)
as per Specifications – 24.2

Quantity: 1 UOM: EA Price: $17,950.00 Total: $17,950.00

Supplier Notes: Davis Trailer and Truck Body

Response Total: $638,218.00

#2

FY19-036 Heavy Duty Trucks Addendum 1

FY19-036 Heavy Duty Trucks - Various Departments

Issue Date: 1/25/2019
Questions Deadline: 2/5/2019 05:00 PM (CT)
Response Deadline: 2/19/2019 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Jose A. Valdez, Jr.
Address: 1110 Houston St
3rd floor
City Secretary
City Hall
3rd floor

Laredo, TX 78043
Phone: (956) 791-7312

Event Information

Number:	FY19-036 Heavy Duty Trucks Addendum 1
Title:	FY19-036 Heavy Duty Trucks - Various Departments
Type:	Request For Bid
Issue Date:	1/25/2019
Question Deadline:	2/5/2019 05:00 PM (CT)
Response Deadline:	2/19/2019 05:00 PM (CT)

Ship To Information

Contact: Ronald W. Miller
Address: 1102 Bob Bullock Loop
Fleet Department
City Hall Annex
Laredo, TX 78043
Phone: (956) 727-6455
Email: rmiller@ci.laredo.tx.us

Billing Information

Contact: Jorge Jolly
Address: PO Box 210
Accounts Payable
City Hall
2nd
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

FY19-036 Addendum I.pdf Download

FY19-036 Addendum I

FY19-036 Heavy Duty Trucks Revised & Addendum I.pdf Download

FY19-036 Heavy Duty Trucks Revised & Addendum I

Bid Attributes

1 Award By Section

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

[X] Yes

(Optional: Check if applicable)

2 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Doggett Freightliner of South Texas, LLC

**

(Required: Maximum 1000 characters allowed)

4 **State how long under has the business been in its present business name**

5 years 4 months

Required: Maximum 1000 characters allowed)

5 **If applicable, list all other names under which the Business identified above operated in the last five years**

None

(Required: Maximum 4000 characters allowed)

6 **State if the Company is a certified minority business enterprise** **Not a certified minority business**

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 known pending litigation
2) No known non responsive bids
3) No - the business has not been debarred, suspended or other terms found in question #3.
4) No known proceedings related to question #4.
5) No requested or enforced provisions under a surety bond.

(Required: Maximum 4000 characters allowed)

8 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? No
2) Has the Business been a defaulter, as a principal, surety, or otherwise? No
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No

1) No known arrears
2) No -
3) No

(Required: Maximum 4000 characters allowed)

9 **State if the Company is a certified minority business enterprise**

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)

☐ Disadvantaged Business Enterprise (DBE) ☐ Other

☒ This company is not a certified minority business

(Required: Check only one)

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

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**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

[X] I attest there is no conflict of interest [ ] I acknowledge possible conflict of interest

(Required: Check only one)

13 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

14 **This is a**

[X] New Submission [ ] Correction [ ] Update to previous submission

(Required: Check only one)

15 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

** Juan S. Cruz

(Required: Maximum 1000 characters allowed)

16 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

Heavy Duty Trucks
Various Departments

(Required: Maximum 4000 characters allowed)

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Doggett Freightliner of South Texas, LLC

(Required: Maximum 4000 characters allowed)

18 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

[X] Not Applicable [ ] It applies to my business

(Required; Check only one)

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

None

(Optional: Maximum 4000 characters allowed)

20 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

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

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

None

(Optional: Maximum 4000 characters allowed)

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

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

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

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

None

(Optional: Maximum 4000 characters allowed)

24 **Question 7. Disclosure of political contributions**

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

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

[X] Not Applicable [ ] It applies to my business

(Required: Check only one)

25 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

None

(Optional: Maximum 4000 characters allowed)

26 **Updates on contributions required**

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

27 **Question 8. Disclour of Conflict of Interest**

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

[ ] I am aware of conflict of interest [X] I am not aware of any conflict of interest

(Required: Check only one)

28 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No conflict exists

(Optional: Maximum 4000 characters allowed)

29 **Question 9. Updates Required**

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

[X] I have read and understand this section

(Required: Check if applicable)

30 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

[X] I have read and understand this section

(Required: Check if applicable)

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

[X] I have acknowledge that I have been advised

(Required: Check if applicable)

32 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

**

(Required: Maximum 4000 characters allowed)

33 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

[✓] I swear or affirm information is correct

(Required: Check if applicable)

34 **Company Information Questionnaire**

[✓] I have completed this section

(Required: Check if applicable)

35 **Conflict of Interest Questionnaire**

☑ I have completed this section
(Required: Check if applicable)

36 **Non-Collusive Affidavit**

☑ I have completed and included this form
(Required: Check if applicable)

37 **Discretionary Contracts Disclosure**

☑ I have completed this section
(Required: Check if applicable)

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
(Required: Check if applicable)

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. 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 HAND DELIVERED 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. 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The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. 10.0 AWARD OF CONTRACT (a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications. (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract. (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. 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The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled. 11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042. (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

[X] I Agree to the Terms and Conditions

(Required: Check if applicable)

40 Addendum

Addendum Requires Acknowledgement

[X] Acknowledge

(Required: Check if applicable)

Bid Lines

1 Package Header

Section I – Road Construction Sweeper

Quantity: 1 UOM: EA Total: $

Item Notes: **** The quantities are estimates and are based on the best available information***

Supplier Notes:

☒ No bid

☐ Additional notes *(Attach separate sheet)*

Package Items

1.1 Purchase Price- Road Construction Sweeper as per Specifications – 19.0

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☒ No bid

☐ Additional notes *(Attach separate sheet)*

2 Package Header

Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $ $82,696.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Supplier Notes: 2020 Freightliner M2-106

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Package Items

2.1 Purchase Price- Dump Truck Cab & Chassis as per Specifications – 20.1

Quantity: 5 UOM: EA Price: $ $82,696.00 Total: $ 413,480.00

Supplier Notes: 2020 Freightliner M2-106

☐ No bid

☐ Additional notes *(Attach separate sheet)*

3 Package Header

Section IIB– 12-14 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA Total: $ $17,250.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Package Items

3.1 Purchase Price- 12-14 Yard Dump (Body)
as per Specifications – 20.2

Quantity: 5 UOM: EA Price: $ $17,250.00 Total: $ $86,250.00

Supplier Notes: Davis Trailer and Truck Equipment

☐ No bid

☐ Additional notes *(Attach separate sheet)*

4 Package Header

Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Cab & Chassis)

Quantity: 1 UOM: EA Total: $

Item Notes: **** The quantities are estimates and are based on the best available information***

☒ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

Package Items

4.1 Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis)
as per Specifications – 21.1

Quantity: 2 UOM: EA Price: $ Total: $

Supplier Notes:

☒ No bid

☐ Additional notes *(Attach separate sheet)*

5 Package Header

Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Body)

Quantity: 1 UOM: EA Total: $

Item Notes: **** The quantities are estimates and are based on the best available information***

☒ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

Package Items

5.1 Purchase Price- 27 Cubic Yard Dump Trailer (Body)
as per Specifications – 21.2

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☒ No bid

☐ Additional notes *(Attach separate sheet)*

6 Package Header

Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)

Quantity: 1 UOM: EA Total: $

Item Notes: **** The quantities are estimates and are based on the best available information***

☒ No bid

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

Package Items

6.1 Purchase Price- Truck Tractor (Cab & Chassis)
as per Specifications – 22.1

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☒ No bid

☐ Additional notes *(Attach separate sheet)*

7 Package Header

Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)

Quantity: 1 UOM: EA Total: $

Item Notes: **** The quantities are estimates and are based on the best available information***

☒ No bid

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

Package Items

7.1 Purchase Price- Roll-Off Trailer Hoist (Body)
as per Specifications – 22.2

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

[X] No bid

[ ] Additional notes *(Attach separate sheet)*

8 Package Header

Section VA– Camel 1200 Combination Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $

Item Notes: **** The quantities are estimates and are based on the best available information***

[X] No bid

Supplier Notes:

[ ] Additional notes *(Attach separate sheet)*

Package Items

8.1 Purchase Price- Camel 1200 Combination Truck (Cab & Chassis)
as per Specifications – 23.1

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

[X] No bid

[ ] Additional notes *(Attach separate sheet)*

9 Package Header

Section VB– Camel 1200 Combination Truck (Body)

Quantity: 1 UOM: EA Total: $

Item Notes: **** The quantities are estimates and are based on the best available information***

[X] No bid

Supplier Notes:

[ ] Additional notes *(Attach separate sheet)*

Package Items

9.1 Purchase Price- Combination Sewer Cleaner (Body)
as per Specifications – 23.2

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☒ No bid

☐ Additional notes *(Attach separate sheet)*

10 **Package Header**

Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $ $120,538.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Supplier Notes: 2020 Freightliner 122SD (Severe Duty)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Package Items

10.1 Purchase Price- Dump Truck Cab & Chassis
as per Specifications – 24.1

Quantity: 1 UOM: EA Price: $ Total: $ $120,538.00

Supplier Notes: 2020 Freightliner 122SD (Severe Duty)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

11 **Package Header**

Section VIB– 14-16 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA Total: $ $17,950.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Supplier Notes: Davis Trailer and Truck Body

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Package Items

11.1 Purchase Price- 14-16 Yard Dump (Body)
as per Specifications – 24.2

Quantity: 1 UOM: EA Price: $ $17,950.00 Total: $ $17,950.00

Supplier Notes: Davis Trailer and Truck Body

☐ No bid

☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: Doggett Freightliner of South Texas, LLC

Contact Name: Mike Crockett

Address: Primary*** 8700 IH 10 East, Converse Texas 78109

Laredo*** 12002 FM1472 Laredo Texas 78045

Phone: 210-277-4373

Fax: 210-661-0289

Email: mike.crockett@doggett.com

Supplier Notes

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

Juan Cruz
Print Name

Signature

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

HEAVY DUTY TRUCKS
VARIOUS DEPARTMENTS **REVISED 2/7/19**

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 the purchase of heavy duty trucks for various City of Laredo Departments.

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 held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Duty Trucks – Various City of Laredo Departments
FY19-036

Bids can be downloaded and submitted through Cit-E-Bid:	Hand Delivered:
https://cityoflaredo.ionwave.net/Login.aspx	**City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

February 7, 2019

Addendum No. 1

Ref: Bid: **Heavy Duty Trucks – Various City of Laredo Departments**
FY19-036
Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following **modifications to the Bid**:

On **page 13** modification of specification 20.1
Addition of Vertical Exhaust specification.

On **page 20** modification of specification 24.1
Addition of Vertical Exhaust specification.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

* Acknowledgement of Addendum #1 2/19/19
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

Notice to Bidders

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WITNESS MY HAND AND SEAL, ON THIS 25th DAY OF JANUARY 2019.

for: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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 infonnalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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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.

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(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.

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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.

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(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Heavy Duty Trucks
Various City of Laredo Departments

15.0 Scope of Work

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 the purchase of heavy duty trucks for various City of Laredo Departments. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department Point of Contact:

Contact	Phone#	Email
Ron W. Miller	(956) 727-6450	rmiller@ci.laredo.tx.us

15.1 All questions for this bid shall be submitted in writing or by email no later than, February 5, 2019 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

15.2 All heavy duty equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 Contract Provisions

16.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

16.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

16.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.4 TAX, TITLE, AND LICENSE: All equipment purchase prices shall exclude tax, title, and license fees.

17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: Doggett Freightliner of South Texas, LLC

Address: 12002 FM 1472 Laredo Texas 78045

Phone Number: 888-723-7473

Service Manager: Nick Benavides

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 Road Construction Sweeper Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Broce Broom RCT-350 Sweeper or Equivalent

19.1 Minimum specifications

Engine, Diesel	85 HP, Turbo Charged Cummins USA, Tier 4 Final
Transmission	Sauer-Danfoss Hydrostatic Pump and Motor Coupled to a 2-Speed Gearbox with Neutral Shift for Towing, Low Gear 13 MPH, High Gear 34 MPH
Roll Over Certification	Certified Roll over Structure & Canopy with ISO3471
Main Frame	All Welded 6" Channel, Heavy Structural Steel w/ Gussets at Stress Points
Bumpers	6" Rectangular Tubing on Front & Rear Bumpers
Weight	5,000 lbs.
Overall Length	172"
Overall Width	96"
Overall Height	102"
Inside Turning Radius	13'
Brakes	Equipped w/Dual Master Cylinder, Four Wheel Hydraulic Self Adjusting on Rear & Disc on Front, Mechanical Parking Brk
Brush Core	8' all Steel Welded Construction
Brush Filter	10" x 32" Wafers - Prostran
Sweeping Width	96"
Brush Drive	Direct Drive Motor enclosed in Core, 192 RPM under Load
Core Cover	140 degrees 14 Gauge Steel with Rock Deflector
Swing Frame	Mounted on 9 Heavy Duty Sealed Ball Bearings
Sweeping Angle	45 Degrees L/R

Broom Controls	Single Lever Joystick Control Valve w/ Adj. Down Pressure and Float Position
Hydraulic Tank Capacity	27 US Gallons w/100 Mesh Suction Strainer
Operating Pressure	3,000 PSI
Pump Capacity	26 GPM at 2600 RPM
Filter	2 – 10 Micron Replaceable Element (suction & return)
Front Axle	HD Oscillating w/ Disc Brakes
Rear Axle	Dana HD Truck Type w/ Drum Brakes
Wheels	6 x 16 – 6 Bolt on 5 ½ Centers
Tires	LT225/75R/16, 10 Ply
Steering	Orbital Type Power Steering
Seats	Padded Seat w/ Arm Rest & Seat Belts (ISO 6683)
Optional Equipment	150 Gallon Water Sprinkling System w/ Poly Tank Tilt & Telescoping 7 ½' Scraper Blade Light Group – Turn Signals, Warning Lights, Halogen Head & Tail Lights Rear Work Lights, Strobe Light Extension Air Cleaner Stack Spare Tire w/ mount Enclosed Cab w/Safety Glass & Wiper Cab Heater, Defroster, A/C Front Windshield Wiper Hydraulic Temp. Gauge Military Tow Hitch w/ chains 96" Poly Tube Broom Curb & Gutter Brush
Instruments & Controls	Water Temperature, Oil Pressure, Volt Meter, Tachometer, Hour Meter, Fuel Gauge, Reverse Alarm, Rear View Mirror, Controls for Broom Drive, Core Angling, Core Height, Electric Core Lock, Engine Throttle, Brakes, Directional Control, Parking Brake w/ Engaging Light, Traffic Horn

20.0 12-14 Cubic Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer One – 14 yard dump trucks (6x4).

20.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body. Current EPA Compliant.

Description	Minimum Requirements
Engine: Cummins or Equal Approx. HP/TQ	350 HP @ 2000 RPM/, 1000 lb-ft Torque @ 1400 RPM w/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 3500 RDS-P Rugged Duty Service 6-Speed or Equivalent
GVWR	54,000 lb. Minimum
Front Axle	14,600# Dana Spicer W/Shocks or Equivalent
Steering	Power Steering

Rear Axle	40,000# Dana Spicer Tandem , 40,000# Hub Rating or Equivalen
RR Axle Ratio	Approx. 6.17
Front Tires	11R x 22.5 16 Ply
Rear Tires	11Rx 22.5 16 Ply
Steel Wheels	22.5 x 8.25 Front & Rear
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single or Dual
Cab	Severe Service w/Air conditioner, Integral Heater/Defroster
Steering Column	Adjustable/Tilting
Gauges	Fuel, DEF, Temperature, Primary and Secondary Air Pressure, Alt, Oil Pressure, Trans Oil, Engine Coolant Temperature, Auto Transmission, etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey or Black Interior
Exhaust	Vertical

20.2 Dump Body Specifications 14 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	14ft. Ox Bodies Brand or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	8" x 2" Rec. Tubing
Cross Members	12" Centers, 1.5x3 Tubing
Controls	Tailgate, Air
Floor	3/16" Hardox-400 Or Equivalent
Pump	Permco Air Shift
Cylinder	Muncie 74135
Gate/Cab	56" Front Gate 10 Ga. Cab Ht. 76"
Cab Shield	24" Narrow & Center
Tailgate	50" 3/16" Plate
Hoist	Double Arm 10" W/3" #80 Pipe Extra Heavy
Controls	Cable/Pump/Elec./Hyd./PTO
Tarp	Aluminum Arms Semi Auto. Vinyl
Boards	8" Wood
Attachment	50 Ton PINTLE Hook W/7-Way Connector, Air/Electric Brake Controller
Paint	Light Blue
Warranty Center	Warranty Center Must Be Located within 25 Miles from the City of Laredo Fleet Shop

21.0 27 Cu. Yd. Truck Tractor for Aluminum End Dump Trailer
The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer Peterbilt 367 Tractor with 27' Aluminum End Dump or equivalent.

21.1 Chassis Minimum Specifications Diesel Powered
Conventional Cab for Aluminum End Dump Body. Current EPA Compliant.

Description	Minimum Requirements
Engine Cummins X15 450 HP or equivalent	450 HP with Engine Protection Shutdown/Idle Shutdown Carb Engine Idling Compliance, Timer for Impending Shutdown
Frame	10 ¾" Steel Rails to 354", 3/8" Rail Thickness, HD Iron Front Spring Brackets
Transmission	Eaton FRO16210C 10-Speed, Oil-to-Water Cooler, Internal Pump
GVWR	80,000 lbs.
Front Axle	Minimum 12,000 lb. Dana Spicer w/Shocks, 3.5" Drop Taper Leaf Springs
Rear Axle	40,000 lb. Dana Spicer DSP41, PHP10 Aluminum Preset Hubs, Long Stroke Parking Brakes
RR Axle Ratio	3.55 or equivalent
Front Tires	11R22.5, 16-Ply
Rear Tires	11R22.5, 16-Ply
Wheels	Front: Alcoa 985657, 22.5 x 8.25 Clean Buff ALM, Severe Service; Rear: Acc Steal Armor 28827PD, 22.5 x 8.25 Heavy Duty
Air Cleaner	Bendix AD-IS DP Air Dryer w/ Heater & Coalescing Filter; Extended Purge Pull Cords all Air Tanks
Fuel Tank	26" Aluminum 80 Gal. Fuel Tank LH BOC
Cab	Aluminum Cab 123" BBC Fiberglass Hood SFFA w/ Polished Crown & Spring Tilt Assist; Severe Service Cab Package; w/o Sleeper
Steering Column	Adjustable Steering Column; Tilt/Telescope Steering Wheel
Gauges	Instrument Package Graphics Display
Mirrors	(2) Convex 8" SS Mirror, Center Mounted Under Mirror BRKT; includes Dual Door Stops
Air Horn	(2) Air Horns 24.5" Chrome – Round including Polished Horn Shields
Radio	Standard Speaker Package for Cab: (2) Speakers Concert class w/o CD, includes BT Phone & Audio, AM/FM, WB, USB and MP3
Fire Extinguisher	Compliant
Cab Ext/Interior	White w Grey or Black Interior

21.2 Minimum Specifications for a Vantage Trailer Model 91, 27'Aluminum End Dump Trailer or equivalent.

Description	Minimum Requirements
Length	27'
Side Height	54"
Width	91"
Wall	Polish Sheet Finish; Tapered Body
Floor	.188 Floor, 14" Crossmember Spacing .16" Sidewalls
Frame	SHRQ Steel Half Round Quarter Frame End Dump Trailer
Body	Tapered Body Standard Flat Nose Steps on Nose Steps Roadside Rear at Front Axel In & Out Rear Fenders (As required by width) Lights – LED, Center Mount Turn Signals Conspicuity Tape on Lower Side Rail/Tailgate Steel Parts Painted Black
Axles and Suspension	Meritor Standard – Tandem Closed Tandem HP Spindle – Standard Tandem Air Brakes ABS System – 4S-2M Anti-Skid Hubs/Drums – Meritor Lite (Standard Tandem)
Tires and Wheels	Tires: 11R22.5 Wheels: Outside Polished Wheels (Inner Standard Mill)
Landing Gear	Aluminum Draft Arms w/ Alum Drop Legs Aluminum Drop Legs – Standard
Gate	Top Hinged Watertight Tailgate Seal Gate Locks Standard Gate
Liner	¼" – 3/8" Quicksilver Floor Liner
Tarp System	Shur-Co Trap Roll Manual Tarp (Vinyl) Side to Side When closed, Handle Roadside Color Black Bows – Steel Caps/Flaps – Vinyl Nose Cap, Tail Cap
Other Options	Hydraulic Hose, PSI System, Air/Electric Controls, Backup Lights, Center Rib Lights

22.0 Truck Tractor with Chassis for Roll-Off Trailer Hoist

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer Peterbilt 348 Roll-Off Trailer Master, G & Manufacturing Model 1560 Roll-Off Hoist, or equivalent.

22.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab & Chassis. Current EPA Compliant.

Description	Minimum Requirements
Engine Cummins, Paccar PX-9, 350 HP or equivalent	Minimum 350 HP with Engine Protection Shutdown/Idle Shutdown Carb Engine Idling Compliance, Timer for Impending Shutdown
Frame	10 5/8" Steel Rails to 326-384", 5/16" Rail Thickness, Full Steel Inner Liner, Use w/ 10 ½", 10 ¾", 10 5/8" Rails, 3-Piece Cross members
Automatic Transmission	Minimum Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series, 6-Speed Configuration, TC-419 Torque Converter, 1760 HD Driveline
GVWR	60,000 lbs.
Front Axle	Dana Spicer D2000F 20,000 lb. Shocks, 3.5" Drop Taper Leaf Springs
Rear Axle	Dana Spicer DSP41 40,000 lb. Shocks, Standard Stroke Parking Brakes, Refuse Service Brakes, Steer and Drive Axles
Wheelbase for Roll-off	256"
RR Axle Ratio	Ratio 5.57 Rear Axle or equivalent
Front Tires	315/80R22.5, 20-Ply
Rear Tires	11R22.5, 16-Ply, Rear Tire Quantity: 8
Wheels	Front: Steel Wheels Rear: Steel Wheels
Air & Trailer Equipment	Bendix AD-IS DP Air Dryer w/ Heater & Coalescing Filter; Extended Purge Nylon Chassis Hose, Steel Painted Air Tanks, Polish Alum Air Tanks outside rails, A & E Connection EOF w/7-way socket
Fuel Tank	23" Aluminum 70 Gal. Fuel Tank LH U/C
Cab	Aluminum Cab 108" Metton Hood w/ Bright Finish Crown & Spring Tilt Assist, Severe Service Cab Package, HVAC, etc.
Steering Column	Adjustable Steering Column; Tilt/Telescope Steering Wheel
Mirrors	(2) Convex 8" SS Mirror, Center Mounted Under Mirror BRKT; includes Dual Door Stops
Air Horn	(2) Air Horns 24.5" Chrome – Round including Polished Horn Shields
Radio	Standard Speaker Package for Cab: (2) Speakers Concert class w/o CD, includes BT Phone & Audio, AM/FM, WB, USB and MP3
Fire Extinguisher	Compliant
Miscellaneous	Backup Alarm, Fire Extinguisher (cab mounted), etc.
Cab Ext/Interior	White w/Grey or Black Interior

22.2 Minimum Specification for G & H Manufacturing Model 1560 Roll-Off Trailer Hoist or Equivalent

Description	Minimum Requirements
Standard Equipment to include:	Model 1560 - 60,000 lb. hoist with 6" Reeving & Tilt Cylinders (all interchangeable) Hose ISO 18752 Steel Tubing (4" x 10" x ½") 40 Gallon Side Mount Hydraulic Oil Tank Oil System Filter Grease Fittings at all Wear Points Air Shift PTO w/ Direct Mount Pump (Mfr. Warranty only) Automatic Front Container Latch, Safety Prop Fixed Bumper Ratchet Tie Downs Conspicuity Tape Hoist Up Alarm Poly Fenders Seal Beam Lights Quick Change Rear Roller Sheaves w/ Aluminum Bronze Bushings Side Rollers w/ Aluminum Bronze Bushings Rails 22" Long Outside Rails – 35 ½" wide
Options	Pioneer Tarper 4500RP (Raised Gantry) Inside Air Controls (Dual Lever) Hot Shift PTO (Mfr. Warranty only) 36" Steel Tool Box LED Lights (Tail, Signal, Side Markers) ICC Floating/Gravity Bumper Container Support Brackets (Rail Helpers) Backup Alarm Pintle Hook w/ Hydraulics *Tractor Truck to have Trailer Package Factory Installed at Rear of Chassis

23.0 Camel 1200 Combination Truck

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer Peterbilt 365 Tractor with Camel – 1200EJ Model Truck Mounted Combination High Pressure Jet/ Vacuum Machine 12 Cubic Yard/1500 Gallon Ejector Type Debris Body or equivalent.

23.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with Camel 1200 EJ Model Truck Mounted Combination High Pressure Jet/Vacuum Machine 12 Cubic Yard/1500 Gallon Ejector Type Debris Body. Current EPA Compliant.

Description	Minimum Requirements
Engine Paccar PX-9 or equivalent	370 HP@1900 GOV@2100 1250@1400 Engine Idle Shutdown Timer Disabled, Enable EIST Ambient Temp Overrule, Carb Engine Idling Compliance, Engine Protection Shutdown, High Efficiency Cooling System

Base Model	Model 365, Tanker – Liquid Bulk, Vacuum
Frame	10 ¾" Steel Rails, Full Steel Inner Liner, FEPTO Provisions
Transmission	Allison 3000 RDS-P Transmission, Gen 5, 1760 HD Driveline, 3 Midship Bearings, , Allison 6-Speed Configuration, Close Ratio Gears, Dash Mounted Push Button Shifter
GVWR	60,000 lbs.
Front Axle	Dana Spicer D2000F 20,000 lb., 3.5" Drop Taper Leaf Springs, Shocks 20,000 lb.
Steering	Power Steering TRW TAS65 Dual, Power Steering Reservoir Frame Mounted w/ Cooler, PHP 10 Iron Preset PLUS Hubs, Greasable Front Spring Pins, Bendix Air Cam Front Drum Brakes 16.5x6, Gusseted Cam Brackets, Steer Axle
Rear Axle	Dana Spicer DSP41, 40,000 lb., PHP10 Aluminum Preset PLUS Hubs, Standard Stoke Parking Brakes, Veeder Root Hubodometer, Miles, Bear Brake Camshaft Reinforcement, Lube Pump, Drive Axle(s), SBM Valve, Anti-Lock Braking System (ABS) 4S4M, Synthetic Axle Lubricant All Axles, Bendix Air Cam Rear Drum Brakes 16.5x7
RR Axle Ratio	5.29
Front Tires	425/65R22.5, 20-Ply, Goodyear
Rear Tires	11R22.5, 16-Ply, Goodyear
Wheels	Front: Alcoa 823627, 22.5 x 12.25 Clean Buff ALM, Severe Service; Rear: Accur Steel Armor 50291PK, 22.5 x 8.25 Heavy Duty, Two Hand Holes, Code-rear Rim Qty. 8
Fuel Tank	26" Aluminum 80 Gal. Fuel Tank LH BOC
Cab	Aluminum Cab 115" BBC Fiberglass Hood SBFA w/ Polished Crown & Spring Tilt Assist; Severe Service Cab Package; w/o Sleeper, Thermal Insulation Package in Cab
Steering Column	Adjustable Steering Column; Tilt/Telescope Steering Wheel
Gauges	Main Instrumentation Panel, Graphics Display
Mirrors	Stainless Steel Mirrors 7x16 w/ Heat Element, (2) Convex 8" SS Mirrors, Polished Lower Mirror Bracket Covers
Air Horn	(1) Air Horns 15" Painted – Mounted under cab
Radio	Standard Speaker Package for Cab: (2) Speakers Concert class w/o CD, includes BT Phone & Audio, AM/FM, WB, USB and MP3
Fire Extinguisher	Compliant
Cab Ext/Interior	Gray or Black Interior

23.2 Minimum Specifications for Ejector Type Camel 1200 / 12 yd. (9.2 m) Combination Sewer Cleaner or equivalent

Description	Minimum Requirements
Water Storage Tanks	1,500 Gallon Minimum Usable Capacity Divided into 6 – 250 Gallon Water Storage Saddle Tanks. Water Storage Saddle Tanks mounted no Lower than Chassis Frame Rails Rotational Molded Non-Cross Linked Polyethylene Construction with Ultraviolet Stabilizer & Minimum ¼" Thick Wall Repairable Type. Bottom of Tank protected by ¼" Steel Tank to Pump Suction Shut-Off Valve w/ Cast Iron, "Y" Type Strainer w/ Stainless Steel Filter Element. Minimum 5" Air Gap on Fill Tube
ECO Water Pump	Double acting, Single Piston Hydraulic Powered Water Pump with 1:1 Oil to Water Ratio. Rated Design Capacity of 100 GPM and 3,000 PSI Continuous Duty Hydraulic and Water Pump Sized to Produce 80 GPM @ 2500 PSI Water Wash Down System with Pressure Regulated from 0 to 2000 PSI Available at Handgun.
Vacuum System	Vacuum Pump Rotary Lobe Positive Displacement "Roots Type" Equipped w/ High Efficiency Exhaust Silencer Vacuum Pump Shall Produce 4500 CFM and 18" Hg Roots Model 824RCS Vacuum Pump
Debris Body – Ejector Unloading & Compaction Dewatering System	Minimum Volumetric Capacity of 12 CY Designed to withstand 360" of Water Vacuum Cylindrical-Shaped Body Constructed of Abrasion & Corrosion Resistant ¼" Exten Steel, w/ a yield Strength of 50000 PSI and Tensile Strength of 70000 PSI. Hydraulic Powered Open and Close, Full Height and Width Flat Rear Door w/ Self Compensating, Double Lipped Neoprene Seal on Door. Debris Level Indicator, Ejector Plate Unloading System 24" Raise, Remote Control Dumping & Truck Mounted Controls, 5" Diameter Front Body Drain. Rear Splash Shield.
Hose & Reel	270° Manual Rotation (Front Mounted at Center of Unit) 18" Hydraulic Extension Reel Minimum Capacity of 1000' of 1" Hose or 600' of 1 ¼" Hose 1 ¼" Plumbing from Water Pump to Reel Core 800' of 1" Diameter Plastic Sewer Cleaner Hose w/ 2500 PSI, Working, 6250 PSI Burst Pressure Rating Minimum.
Power Boom	8" Vacuum System w/ HD Channel-Reinforced Elbow Boom Reach of 26' from Centerline of Unit, 217° Hydraulic Worm Gear Rotation, Lockable in any position, 21' (44°) Vertical Lift, and 4' (9°) Downward Pivot from Rotational Position. 8' Hydraulic Boom Extension
Front-Mounted Control Panel	7" Color Digital Display Operation screen w/ Advanced Diagnostic and Trouble-Shooting Capabilities. 8 Button Sealed Keypad for Vacuum Mode/Dump Mode, Vacuum Pump Engagement, Vent Door, Vacuum Booster, Wastewater Recycling, Winter Recirculation, Boom & Work Lights. Vacuum Increase/Decrease Dial Water Pressure & Flow Dial Emergency Stop LED Panel Lights
Miscellaneous	Three (3) Lockable Diamond Plate Alum. Toolboxes, (2) 18"x18"x48" Frame

	Mounted, Passenger Side & (1) 22"x14"x60" Frame Mounted, Driver Side. Urethane Paint=White Warranty: (Defects on Materials and Workmanship) Minimum one (1) Year on Sewer/Catch Basin Cleaner Minimum Ten (10) Years on Debris & Water Tank Lifetime Rust-Through and Corrosion on Water Tanks Minimum three (3) Years on Single Piston Water Pump

24.0 14-16 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer 16 Cubic Yard Dump Truck (6x4).

24.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body. Current EPA Compliant.

Description	Minimum Requirements
Engine Cummins X15 485HP/1650TQ or Equivalent	485HP @ 1950 RPM/1650ft-lb @ 1150 RPM w/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph w/Cruise Control - Approx.
Automatic Transmission	Allison 4500 RDS-P Rugged Duty Service 5-Speed overdrive, PTO Provision, Less Retarder, Including Oil Level Sensor, On/Off Highway Omit Item (Clutch & Control) or Equivalent
GVWR	58,000# To 60,000#
Front Axle	18,000# Dana Spicer w/Shocks or Equivalent
Steering	Power
Rear Axle	40,000# Meritor MT-040-14X-4DER,Tandem w/Driver Controlled Locking Differential or Equivalent
RR Axle Ratio	Approx. 4.33
Front Tires	385/65R 22.5 Load Range J MSA (Goodyear or Equal)
Rear Tires	11RX22.5 Load Range H G751 MSA (Goodyear or Equal)
Wheels	Front Disc 22.5 x 9.00 Aluminum 10 Stud; Rear Dual Disc, 22.5 x 8.25 Rims Powder Coat steel 10 Stud
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service Air conditioning, Integral Heating/Defroster
Steering Column	Adjustable/Tilting
Gauges	Fuel, DEF, Temperature, Primary and Secondary Air Pressure, Alt, Oil Pressure, Trans Oil, Engine Coolant Temperature, Auto Transmission, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Miscellaneous	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White w/Grey or Black Interior
Exhaust	Vertical

24.2 Dump Body Specifications 16 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	16ft. Warren FLS or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	7" Structural Channel
Cross Members	4" Structural Channel 12" C/L
Controls	Tailgate, Air
Floor	3/16" Hardox-AR450 Or Equivalent
Cylinder	Muncie 74135
Gate/Cab	48" Front Gate
Cab Shield	24" Narrow & Center to Fit Truck
Tailgate	48" 3/16" Plate
Hoist	Front Telescopic
Controls	Full Air Controls
Pump	Permco Air Shift
P.T.O.	Muncie or Equivalent
Tarp	Aluminum Arms Donovan or Equivalent
Boards	3/16" Formed Steel
Attachment	50 Ton PINTLE Hook W/7-Way Connector, Air/Electric Brake Controller
Paint	Light Blue
Warranty Center	Warranty Center Must Be Located within 25 miles from the City of Laredo Fleet Shop

25.0 Technical Training

After delivery of the specified equipment to the Fleet Department, a factory technician with experience in the application of all requested equipment shall provide training to instruct the City of Laredo personnel in the use, operation and maintenance of the requested equipment. An additional follow-up visit shall be mutually arranged within one year of equipment acceptance.

26.0 Manuals & Parts

Two (2) service, parts and troubleshooting manuals will be provided with each machine. The manuals will include all systems schematics and specific component literature. The manufacturer will maintain an inventory of common machine parts used on the specified unit.

26.1 All parts shall be identical to the in-place installed parts used in the construction of the requested equipment. Spare parts furnished shall not exempt from warranty any of the component installed items. In addition, the spare parts listed above shall be warranted the same as the installed items.

27.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications and shall 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.

27.1 The City of Laredo reserves the right to purchase additional heavy duty trucks within a 90 day period after award of contract.

28.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

29.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Doggett Freightlier of South Texas, LLC

Signature of person authorized to sign bid _____ Date 2/19/19

Print Name of person authorized to sign bid Juan Cruz

Title: _____

Business Address: 12002 FM 1472

City, State, Zip Code: Laredo, Texas 78045

Telephone Number: 210-277-4373 Fax Number: 210-661-0289

Contact Person Email Address: mike.crockett@doggett.com

Federal Tax ID Number: 46-3732669

Bidders Principal/Corporate Place of Business Address: 8700 IH 10 East, Converse Texas 78109

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: L.L.C.

State how long under its present business name: 5 years 4 months

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

30.0 Tab B Price Schedule

30.1 Section I – Road Construction Sweeper

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Road Construction Sweeper as per Specifications – 19.0	1	$	$

Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.2 Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Dump Truck Cab & Chassis as per Specifications – 20.1	5	$82,696.00	413,480.00

Make and Model: Freightliner M2-106

Model Year: 2020

Estimated Time of Delivery: 120-210 Days

**** The quantities are estimates and are based on the best available information***

30.3 Section IIB– 12-14 Cubic Yard Dump Truck (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 12-14 Yard Dump (Body) as per Specifications – 20.2	5	$17,250.00	$86,250.00

Make and Model: Davis Trailer and Truck Equipment

Model Year: 2019

Estimated Time of Delivery: 30-45 (after chassis rec.) Days

**** The quantities are estimates and are based on the best available information***

30.4 Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis) as per Specifications – 21.1	2	$	$

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.5 Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 27 Cubic Yard Dump Trailer (Body) as per Specifications – 21.2	1	$	$

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.6 Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Truck Tractor (Cab & Chassis) as per Specifications – 22.1	1	$	$

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.7 Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Roll-Off Trailer Hoist (Body) as per Specifications – 22.2	1	$	$

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.8 Section VA– Camel 1200 Combination Truck (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Camel 1200 Combination Truck (Cab & Chassis) as per Specifications – 23.1	1	$	$

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.9 Section VB– Camel 1200 Combination Truck (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Combination Sewer Cleaner (Body) as per Specifications – 23.2	1	$	$

Auto Make and Model: No Bid

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.10 Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Dump Truck Cab & Chassis as per Specifications – 24.1	1	$120,538.00	$120,538.00

Make and Model: Freightliner 122SD (Severe Duty)

Model Year: 2020

Estimated Time of Delivery: 180-330 Days

**** The quantities are estimates and are based on the best available information***

30.11 Section VIB– 14-16 Cubic Yard Dump Truck (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14-16 Yard Dump (Body) as per Specifications – 24.2	1	$17,950.00	$17,950.00

Make and Model: Davis Trailer and Truck Body

Model Year: 2019

Estimated Time of Delivery: 30-45 from chassis rec. Days

**** The quantities are estimates and are based on the best available information***

31.0 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

[X] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Juan Cruz — Name | Signature | 2/19/19 — 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.**
None - no conflict exists

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.**

None - No Conflict
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [X] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [ ] Yes [X] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? [ ] Yes [X] No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — 2/19/19 Date

32.0 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 JUAN CRUZ
(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 19th day of Feb 20 19

Notary Public

My commission expires:

10-30-2022

IAN LLEWELLYN
Notary Public, State of Texas
Comm. Expires 10-30-2022
Notary ID 130012378

33.0 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 of 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: Juan M.I. S Last: Cruz Suffix:

***2. Contract Information.**

a) Contract or project name: Heavy Duty Trucks

b) Originating department: Various Departments

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Doggett Freightliner of South Texas, LLC

***4. List any business entity(ies) that is a partner, parent, or 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.

☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

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

☐ List of attorneys, lobbyists, or consultants 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 a 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)

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

[ ] **List of contributors:** None - N/A

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 2.01of the Ethics Code for members of City Council or a city board/commission.

[ ] I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

[X] **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Juan Cruz Title: Sales Manager

Company Name or DBA: Doggett Freightliner Date: 2/19/19

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-454634

Date Filed:
02/19/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Doggett Freightliner of South Texas, LLC
Converse, 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.
Fy19-036
Heavy Duty Trucks - Various Departments

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Doggett Industries Investments, LLC	Dallas, TX United States		X
Doggett, William	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Juan Cruz, and my date of birth is 11/29/85.

My address is 4200 N Chai St 210, McAllen, TX, 78504, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Webb County, State of Texas, on the 19 day of Feb (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

35.0 Vendors Instructions:

Hand held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Equipment – Various City of Laredo Departments
FY19-036

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Pull to open.

FedEx Express

Extremely Urgent

RECEIVED

2019 FEB 19 PM 4:10

CITY SECRETARY'S OFFICE

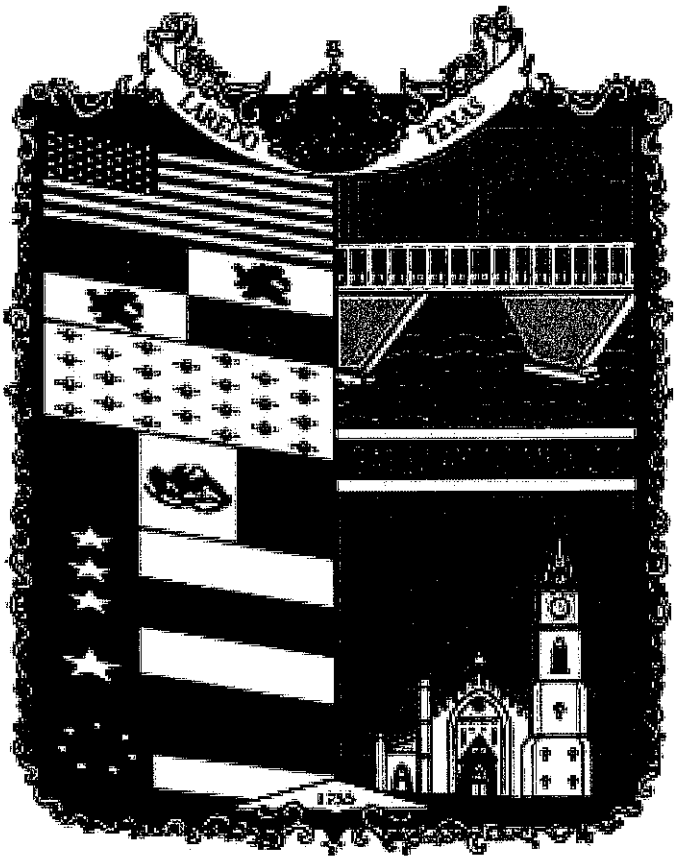
#3

Insert shipping document here.

Bid: Heavy Duty Trucks- Various City of Laredo Departments

FY19-036

Submitted by Doggett Freightliner of South Texas



FY19-036 Heavy Duty Trucks Addendum 1

Kyrish Truck Center

Supplier Response

Event Information

Number: FY19-036 Heavy Duty Trucks Addendum 1
Title: FY19-036 Heavy Duty Trucks - Various Departments
Type: Request For Bid
Issue Date: 1/25/2019
Deadline: 2/19/2019 05:00 PM (CT)

Contact Information

Contact: Jose A. Valdez, Jr.
Address: 1110 Houston St
3rd floor

City Secretary
City Hall
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Kyrish Truck Center Information

Contact: Wes Gonzalez
Address: 1380 Ackerman Road
San Antonio, TX 78219
Phone: (210) 661-8371 x125
Email: wgonzalez@kyrishtrucks.com

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

Wes Gonzalez
Signature

wgonzalez@kyrishtrucks.com
Email

Submitted at 2/19/2019 4:51:55 PM

Response Attachments

COL fy19-036 20.1.pdf

Proposal for Item 20.0 - 5 14 yard dump truck cab and chassis

Davis Body Quotes.pdf

Dump Body quotes from Davis Body
Items 20.2 and 24.2

Ox Body Quote.pdf

Ox Body Quote 20.2

COL fy19-036 21.1.pdf

Item 21.1
Includes single line wet kid to operate dump trailer

COL fy19-036 24.1.pdf

Item 24.1
Conventional Cab and Chassis for 16 Yard Dump body

Bid Attributes

1 Award By Section

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

Yes

2 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

Santex Truck Centers Wes Gonzalez 210-661-8371

4 **State how long under has the business been in its present business name**

36 Years

5 **If applicable, list all other names under which the Business identified above operated in the last five years**

Kyrish Truck Centers

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 to all

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 to all

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 Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

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) Wes Gonzalez
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY19-036 Various City of Laredo Departments
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Santex Truck Centers
18	**Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
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 entitites 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

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. Discloure of Conflict of Interest**

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

I am not aware of any conflict of interest

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 Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

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 Wes Gonzalez Sales Representative Santex Truck Centers 2/19/2019
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. 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 HAND DELIVERED 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 by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications. (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract. (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order. (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale". (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers. (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid. 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications. 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled. 11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042. (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

40 Addendum

Addendum Requires Acknowledgement

Acknowledge

Bid Lines

1 Package Header

Section I – Road Construction Sweeper

Quantity: 1 UOM: EA Total: *No response*

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

1.1 Purchase Price- Road Construction Sweeper
as per Specifications – 19.0

Quantity: 1 UOM: EA ***No Bid***

2 Package Header

Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $453,750.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

2.1 Purchase Price- Dump Truck Cab & Chassis
as per Specifications – 20.1

Quantity: 5 UOM: EA Price: $90,750.00 Total: $453,750.00

3 Package Header

Section IIB– 12-14 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA Total: $86,250.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

3.1 Purchase Price- 12-14 Yard Dump (Body)
as per Specifications – 20.2

Quantity: 5 UOM: EA Price: $17,250.00 Total: $86,250.00

4 Package Header

Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Cab & Chassis)

Quantity: 1 UOM: EA Total: $213,000.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

4.1 Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis)
as per Specifications – 21.1

Quantity: 2 UOM: EA Price: $106,500.00 Total: $213,000.00

5 Package Header

Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Body)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

5.1 Purchase Price- 27 Cubic Yard Dump Trailer (Body)
as per Specifications – 21.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

6 Package Header

Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)

Quantity: 1 UOM: EA Total: *No response*

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

6.1 Purchase Price- Truck Tractor (Cab & Chassis)
as per Specifications – 22.1

Quantity: 1 UOM: EA **No Bid**

7 Package Header

Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

7.1 Purchase Price- Roll-Off Trailer Hoist (Body)
as per Specifications – 22.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

8 Package Header

Section VA– Camel 1200 Combination Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: *No response*

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

8.1 Purchase Price- Camel 1200 Combination Truck (Cab & Chassis)
as per Specifications – 23.1

Quantity: 1 UOM: EA **No Bid**

9 ## Package Header

Section VB– Camel 1200 Combination Truck (Body)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

9.1 Purchase Price- Combination Sewer Cleaner (Body)
as per Specifications – 23.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

10 ## Package Header

Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $113,100.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

10.1 Purchase Price- Dump Truck Cab & Chassis
as per Specifications – 24.1

Quantity: 1 UOM: EA Price: $113,100.00 Total: $113,100.00

11 ## Package Header

Section VIB– 14-16 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA Total: $17,950.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

11.1 Purchase Price- 14-16 Yard Dump (Body)
as per Specifications – 24.2

Quantity: 1 UOM: EA Price: $17,950.00 Total: $17,950.00

Response Total: $884,050.00

INTERNATIONAL®

February 19, 2019

Prepared For:
CITY OF LAREDO
Beto Ramirez
1110 HOUSTON STREET
LAREDO, TX 78042-0579
(956)725 - 9600

Presented By:
SANTEX TRUCK CENTERS, LTD.
Wes Gonzalez
1380 ACKERMAN RD.
SAN ANTONIO TX 78219 -
(210)661-8371

Model Profile
2020 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 54000. Calc. GVWR: 56000
DIMENSION:	Wheelbase: 181.00, CA: 113.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2017, 350HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-133A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L G289 WHA (GOODYEAR), 484 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Multileaf Springs, with Rubber Center Bushings
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 181.00 Wheelbase, 113.90 CA, and 63.00 Axle to Frame.
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)
2AUR	AXLE, FRONT NON-DRIVING {Meritor MFS-16-133A} Wide Track, I-Beam Type, 16,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ACP	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 16,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} with Heater
4JCC	BRAKES, REAR, AIR DISC 22.5 Dia, Includes 18/24" Sq. In. Brake Chambers
4JCN	BRAKES, FRONT, AIR DISC 22.5 Dia, Includes 20" Sq. In. Brake Chambers
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WEY	BRAKE PACKAGE, REAR {Bendix Spicer ADB22X} Air, Disc Type, Extended Service; Size 22.5"
4WEZ	BRAKE PACKAGE, FRONT {Bendix Spicer ADB22X} Air, Disc Type, Extended Service; Size 22.5"
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSL	STEERING GEAR {Sheppard M110} Power
7BEV	AFTERTREATMENT COVER Steel, Black

Code	Description
7BKP	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMR	RADIO AM/FM/CD/WB/Clock/3.5MM Auxiliary Input
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8THB	BACK-UP ALARM Electric, 102 dBA
8TMG	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers That Use Combined Stop, Tail, Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)

Code	Description
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EHX	ENGINE, DIESEL {Cummins L9 350} EPA 2017, 350HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBG	AIR CLEANER Dual Element, with Integral Pre Cleaner
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14GVY	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29
14UHC	SUSPENSION, REAR, TANDEM {Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Multileaf Springs, with Rubber Center Bushings
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
15DZU	FUEL TANK (2) Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L); Total Capacity 100 US Gal (378L), with Quick Connect Outlet, Mounted Left Side Under Cab and Right Side Back of Cab
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor
15LMU	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab

Code	Description
16400	SEAT, PASSENGER Omit Item
16BAM	AIR CONDITIONER with Integral Heater & Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JXG	SEAT, FRONT BENCH {National} Full Width; Vinyl, with Fixed Mid Back
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Side; 7.44" Sq., Bright
16SNN	MIRRORS (2) Thermostatically Controlled Heated Heads, Bright Heads, Black Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10 1/4"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions
7382135423	(8) TIRE, REAR 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7782548109	(2) TIRE, FRONT 315/80R22.5 Load Range L G289 WHA (GOODYEAR), 484 rev/mile, 68 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
	PDI
	Drivers
	Loose Lug Indicators

(US DOLLAR)

Description		Price
Total Factory List Price Including Options:		$141,299.00
Total Goods Purchased:		$560.00
Freight	$2,250.00	
Total Freight:		$2,250.00
Total Factory List Price Including Freight:		$144,109.00
Less Customer Allowance:		($53,359.00)
Total Vehicle Price:		$90,750.00
Total Sale Price:		$90,750.00
Total Per Vehicle Sales Price:		$90,750.00
Total For 5 Vehicle Sales:		$453,750.00
Net Sales Price:		$453,750.00

Approved by Seller:

Official Title and Date

Authorized Signature

SANTEX TRUCK CENTERS, LTD.
1380 ACKERMAN RD.
SAN ANTONIO TX 78219 -
(210)661-8371

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

DAVIS TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

February 18, 2019

Mr. Wes Gonzalez
Kyrish Truck Centers
1380 Ackerman Road
San Antonio, TX 78216
Ph: 210-661-8371
Email: wgonzalez@kyrishtruck.com

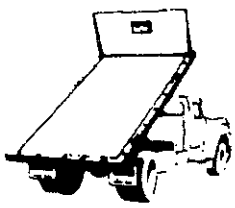
Dear Mr. Gonzalez:

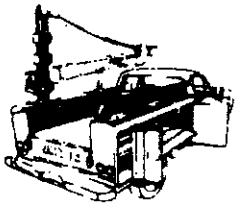
Attached are our quotes for furnishing and installing 14' 14-16 and 16' 16-18 cubic yard capacity dump bodies with heavy duty electric tarp systems and 100,000#'s rated capacity towing packages for air brake equipped trailers. The 14' unit is designed to fit trucks with usable measurements of 108 " to 114" from the back of the cab to the point midway between the two rear axles. The 16' unit is designed to fit trucks with usable measurements of 132" to 138" from the back of the truck cab to the point midway between the two rear axles. The dump bodies and equipment quoted meet or exceed all specifications contained in the bid request. Delivery will be within 30 days of receiving an order from you or within 15 days working days of receiving each truck-whichever is longer. The price is F.O.B your dealership and assumes the trucks are drop shipped to Little Rock. The prices are firm for 180 days provided a purchase order is issued by 03/31/2018.

Both quotes include a 100,000#'s rated capacity towing package for air brake equipped trailers. The package includes:

1. 1" thick hitch plate braced to tow up to 100,000#'s
2. Heavy duty D-rings on the hitch plate for safety chain attachment
3. Seven-way light cord to weatherproof socket on hitch plate
4. Air lines to glad hands on the hitch plate
5. Buyers Products P50AC6K air cushioned pintle hook with 100,000#'s rated towing and 20,000#'s rated vertical capacity

With the towing package, the trucks will be ready to tow air brake equipped, bumper pull trailers with G.V.W.R.'s of up to 100,000#'s. The trucks must be equipped with an air tractor package. If we provide the air tractor package, it will add $780.00 to the price of each installation.





I have enclosed our brochure. I have not enclosed specification sheets because we are building the dump bodies to the exact specifications contained in the bid request. The five "Ox" type units will be built to "Ox" specifications as modified by the bid specifications. The "Warren" type unit will be built to the "Warren" specifications as modified by the bid request. You will not have problems based on the specifications if you provide our dump bodies. I believe our prices are competitive.

I hope this information is useful. If you have questions, please call me at 800-233-1335 or 501-562-6295.

Thank you for the opportunity to quote. Good luck in winning the bid and securing the business.

Sincerely,

Chester D. Mercer
President

CM:mm

Enclosures

DAVIS TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

QUOTATION NUMBER 8150
QUOTE DATED: 02/18/2019
EXPIRES ON: 03/31/2019

KYRISH TRUCK CENTERS
ATTN: MR. WES GONZALES
1380 ACKERMAN ROAD
SAN ANTONIO, TX 78216

F.O.B.: SAN ANTONIO, TX

RE: CITY OF LAREDO FY19-036 20.2 12-14 CUBIC YARD DUMP TRUCK (BODY)

PHONE: 210.661.8371 **EMAIL:** wgonzalez@kyrishtruck.com

ENTERED BY	SALESPERSON	CONTACT	SHIP VIA	ESTIMATED DELIVERY	INVOICE TERMS
MM	CHET MERCER	MR. WES GONZALEZ	CUSTOMER	30 DAYS ARO 15 DAYS ARC	CHECK AT DELIVERY

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
5	DAVIS FMT 14-14	17,250.00	86,250.00

DAVIS 14-14: 14' 14-16 CUBIC YARD DUMP BODY
1/2 CAB PROTECTOR
HEAVY DUTY AIR OPERATED TAILGGATE (SLOPED)
DAVIS TOWER CONTROLS (FULL AIR)
8" WOOD SIDE EXTENSIONS
"HOT" SHIFT PTO FOR ALLISON AUTOMATIC TRANSMISSION
ALL LED LIGHTS-OVAL STOP AND TURN AND TAIL IN REAR CORNER POSTS
HEAVY DUTY ASPHALT APRON (3" PIPE LIP)

INSIDE DIMENSIONS:
SIDES - 42"
ENDS - 50"
WIDTH - 87"
LENGTH - 14"
FRONT - 56"

EQUIPPED WITH:
DAVIS FMT 74-135: FOUR STAGE FRONT MOUNT TELESCOPIC HOIST - 40 TONS LIFT CAPACITY (NTEA CLASS 110)

CONSTRUCTIONS: PER CUSTOMER SPECIFICATIONS

ADDITIONAL EQUIPMENT:
1. 100,000 #'S RATED CAPACITY TOWING PACKAGE FOR AIR BRAKE EQUIPPED TRAILERS
2. U.S. TARP 11529: HEAVY DUTY ELECTRIC TARP SYSTEM WITH IN-CAB CONTROLS, ALUMINIMUM ARMS, WIND DEFLECTOR AND VINYL/NYLON TARP

THE ABOVE QUOTED EQUIPMENT MEETS OR EXCEEDS ALL SPECIFICATIONS CONTAINED IN THE BID REQUEST.

OTHER INFORMATION:
THE PRICE INCLUDES COMPLETE INSTALLATION,

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please refer to Quotation Number when placing your order.

Date of Acceptance:_____

Firm: _____

By: _____

DAVIS TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

DIRECT MOUNT HYDRAULIC PUMP, "HOT" SHIFT PTO FOR
ALLISON AUTOMATIC TRANSMISSION, MUDFLAPS, D.O.T
LIGHTING FOR THE BODY, OSHA SAFETY BODY
PROP, BACKUP ALARM AND PAINTED CUSTOMER'S LIGHT
BLUE PAINT COLOR. THE PRICE IS FIRM FOR 180 DAYS
PROVIDED A PURCHASE ORDER IS ISSUED BY 03/31/2019.

5

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please refer to Quotation Number when placing your order.

Date of Acceptance:_____

Firm: _____

By: _____

FOR RESALE

QUOTE TOTAL: $ 86,250.00

Chet D. Mee

DAVIS TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

QUOTATION NUMBER 8151
QUOTE DATED: 02/18/2019
EXPIRES ON: 03/31/2019

KYRISH TRUCK CENTERS
ATTN: MR. WES GONZALES
1380 ACKERMAN ROAD
SAN ANTONIO, TX 78216

F.O.B.: SAN ANTONIO, TX

RE: CITY OF LAREDO FY19-036 24.2 12-16 CUBIC YARD DUMP TRUCK (BODY)

PHONE: 210.661.8371 **EMAIL:** wgonzalez@kyrishtruck.com

ENTERED BY	SALESPERSON	CONTACT	SHIP VIA	ESTIMATED DELIVERY	INVOICE TERMS
MM	CHET MERCER	MR. WES GONZALEZ	CUSTOMER	30 DAYS ARO 15 DAYS ARC	CHECK AT DELIVERY

QTY	DESCRIPTION	UNIT PRICE
1	DAVIS FMT 16-16	17,950.00

DAVIS 16-16 : 16' 16-18 CUBIC YARD DUMP BODY
1/2 CAB PROTECTOR
HEAVY DUTY AIR OPERATED TAILGGATE (SLOPED)
DAVIS TOWER CONTROLS (FULL AIR)
"HOT" SHIFT PTO FOR ALLISON AUTOMATIC TRANSMISSION
FORMED AND BOXED STEEL SIDE EXTENSIONS
ALL LED LIGHTS-OVAL STOP AND TURN AND TAIL IN REAR CORNER POSTS

INSIDE DIMENSIONS:
SIDES - 42"
ENDS - 48"
WIDTH - 87"
LENGTH - 16'

EQUIPPED WITH:
DAVIS FMT 74-135: FOUR STAGE FRONT MOUNT TELESCOPIC HOIST - 40 TONS LIFT CAPACITY (NTEA CLASS 110)

CONSTRUCTIONS: PER CUSTOMER SPECIFICATIONS

ADDITIONAL EQUIPMENT:
1. 100,000#'S RATED CAPACITY TOWING PACKAGE FOR AIR BRAKE EQUIPPED TRAILERS
2. U.S. TARP 11529: HEAVY DUTY ELECTRIC TARP SYSTEM WITH IN-CAB CONTROLS, ALUMINIMUM ARMS, WIND DEFLECTOR AND VINYL/NYLON TARP

THE ABOVE QUOTED EQUIPMENT MEETS OR EXCEEDS ALL SPECIFICATIONS CONTAINED IN THE BID REQUEST.

OTHER INFORMATION:
THE PRICE INCLUDES COMPLETE INSTALLATION, DIRECT MOUNT HYDRAULIC PUMP, "HOT" SHIFT PTO FOR ALLISON AUTOMATIC TRANSMISSION, MUDFLAPS, D.O.T LIGHTING FOR THE BODY, OSHA SAFETY BODY PROP, BACKUP ALARM AND PAINTED CUSTOMER'S LIGHT

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please refer to Quotation Number when placing your order.

Date of Acceptance:_____

Firm: _____

By: _____

DAVIS TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

BLUE PAINT COLOR. THE PRICE IS FIRM FOR 180 DAYS
PROVIDED A PURCHASE ORDER IS ISSUED BY 03/31/2019.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please refer to Quotation Number when placing your order.

Date of Acceptance:_____

Firm: _____

By: _____

FOR RESALE

QUOTE TOTAL: $ 17,950.00

Chert D. Mew

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: City of Laredo
Customer: 37588
Wes Gonzalez
Kyrish Trucks
San Antonio TX

Phone:
Fax:

Taken By: Justin Poole

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01017856		2/18/2019	3/20/2019	HOUSE ACCOUNT	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2210049	MV851400-1314YD-56/42/50SL6-STD-I	15,180.00	15,180.00

FA01017856	2/18/2019	3/20/2019	HOUSE ACCOUNT	USD

UM	Quantity	Item	Description	Unit Price	Extended Price

Yardage 13/14

Body Style: MAVERICK
Body ID: 85
Body Length: 14'
Hoist Model: 63108
Frame Style: TUBE w/X-MEM 12 C/L
Front Style: STRAIGHT
Rear Style: 6 SLANT
Front Exhaust Notch: NO
Front Height: 56
Side Height Front: 42
Side Height Rear: 42
Rear Height: 50
Side Material: SHEET-10GA-A36
Front Material: SHEET-10GA-A36
Tailgate Material: SHEET-7GA-A36
Floor Material: SHEET-3/16-AR450
Skirt Material: NA
Cabshield Style: NARROW-CENTER
Cabshield Projection: 24
Cabshield Width: 65
Tarp Style: SEMI AUTO
Tailgate Type: STANDARD
Coal Chutes: 0
Tailgate Bracing Style: 1 HORIZONTAL
Horizontal Side Brace: YES
Side Top Rail Style: 4x4x.120 (Standard)
Lineposts: YES
Dump Apron: HEAVY DUTY
Dump Apron Size: 10
Side Light Cutouts: LOWER FRONT
Metro Light Quantity: 1
Dirt Shedding Angle: NO
Board Holder Height: 8

Ladders / Steps: Ladder from Automation Model (STD Ladder)

Body Add-On: Paint
Paint: Match Cab/Custom ***LIGHT BLUE***

Truck: Truck
Truck: Installed
Side Boards: BOARD KIT WOOD 8" - UP TO 17' - NOT SLOPED SIDES
Hydraulic Tank: HYD TANK PYRAMID FLAT BOTTOM STD PHINST
Rear Hinge: ASSEMBLY HINGE REAR REM LARGE(STD) PHINS
Hoist - STD FRAMES W/ TUBING RUNNERS: 1811159 - 63108 HYVA
Cab Controls: Auto Trans: CTRL KIT ES PTO/CABLE TO PUMP PHINS
Pump - Auto Trans: PUMP KIT CS/AUTO G102-D1-2.0(073)C/W ROT
PTO - Auto Transmission: PTO KIT ELEC AT 280GDF-JP-B5RK PHINST
Mud Flaps - Maverick / Chisholm: MUD FLAP KIT 30" W/GRVL GUARD MAV PHINST
Backup Alarm: STD BACK-UP ALARM KIT PHINST
Front Harness Options: LTS KIT-C/S-2 C/M-PHINST
Side Harness Options: LTS KIT-LWR FRT C/M-10-14-PHINST
Rear Harness Options: LTS KIT-1SET MET-PHINST
Truck Plug Options: MACK PIGTAIL
Air Tailgate Kit: TAILGATE KIT AIR PHINST
Body Prop: BODY PROP PHINST KIT <=16FT
Chrome Turnout: Cabshield Installed - Chrome Turnout
Cab Height: Other Cab Height (Specify on Order)

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: City of Laredo
Customer: 37588
Wes Gonzalez
Kyrish Trucks
San Antonio TX

Taken By: Justin Poole
Phone:
Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01017856		2/18/2019	3/20/2019	HOUSE ACCOUNT	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2023938	SEMI AUTO-OX US TARP-4SPR-BULLETPROOF-IN	850.00	850.00
EA	1.00	1250103	HITCH 20" 50TON W/GLADS 7-PIN INSTALL	1,228.00	1,228.00
EA	1.00	1250067	ELECTRIC BRAKE CONTROL INSTALL	330.00	330.00

PTO Maintenance:
Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.
Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

Lift Axle:
Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service. If your chassis will be run in Louisiana, then Ox will need to be aware of this so we can mount your controls outside of the cab per state law.

**By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.

X _____

VIN_____ TRANS_____

ETA_____ DUMP BODY COLOR_____

Gross Sales:	17,588.00
Order Disc	0.00
Sale Amount:	17,588.00

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: City of Laredo
Customer: 37588
Wes Gonzalez
Kyrish Trucks
San Antonio TX

Taken By: Justin Poole
Phone:
Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01017856		2/18/2019	3/20/2019	HOUSE ACCOUNT	USD

Freight:	2,290.00
Sales Tax:	0.00
FET Charges:	0.00
Total Amount:	19,878.00

Prepared For:
CITY OF LAREDO
Beto Ramirez
1110 HOUSTON STREET
LAREDO, TX 78042-0579
(956)725 - 9600

Presented By:
SANTEX TRUCK CENTERS, LTD.
Wes Gonzalez
1380 ACKERMAN RD.
SAN ANTONIO TX 78219 -
(210)661-8371

Model Profile
2020 HX520 SFA 6x4 (HX52F)

APPLICATION:	Dump Trailer
MISSION:	Requested GCWR: 80000. Calc. GVWR: 53200
DIMENSION:	Wheelbase: 215.00, CA: 125.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins X15 450} Efficiency Series, EPA 2017, 450HP @ 1800 RPM, 1650 lb-ft Torque @ 1000 RPM, 1800 RPM Governed Speed, 461 Peak HP (Max)
TRANSMISSION, MANUAL:	{Fuller FRO-16210C} 10-Speed Manual, Overdrive, Air Shift, Internal Lube Oil Pump
CLUTCH:	{Eaton Fuller Advantage} Self-Adjusting, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, 7-Spring Coaxial VCT Plus PD Damper (Soft Rate) Mechanical Pull-Type Control, 4-Button Disc, 1750 lb-ft Torque Capacity
AXLE, FRONT NON-DRIVING:	{Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, w/. 433"(11mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 3.55
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H ARMOR MAX MSD (GOODYEAR), 493 rev/mile, 68 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson HAS-402-55} 40,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100LV Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HX52F00	Base Chassis, Model HX520 SFA 6x4 with 215.00 Wheelbase, 125.00 CA, and 65.00 Axle to Frame.
1616	FRAME RAILS WITH TAPERED REAR
1CGC	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL
1LPG	BUMPER, FRONT Gull Wing, Aluminum, Stainless Steel Clad, Heavy Duty
1WRW	TOW HOOK, FRONT (2) Frame Mounted; 80,000-lb. Total Capacity
1WXD	WHEELBASE RANGE 211" (535cm) Through and Including 256" (650cm)
2ASG	AXLE, FRONT NON-DRIVING {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers
4092	BRAKE SYSTEM, AIR Dual System for Tractor Applications
4196	BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AAV	BRAKE CHAMBERS, ADDITIONAL (2) {Bendix} Spring Brake Type; 30/36 SqIn
4AZS	AIR BRAKE ABS {Bendix AntiLock Brake System} with Electronic Stability Program (4-Channel; 4 Sensor/4 Modulator) with Automatic Traction Control
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXR	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/36 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDK	BRAKES, REAR, AIR CAM S-Cam, 16.5" x 7.0"; Includes 30/36 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
7BLJ	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Right Side Cab Mounted
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WAE	RAIN CAP with Single Exhaust, Non-Bright Finish
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum
7WDT	TAIL PIPE (1) Straight Type, Non-Bright, for Single Exhaust
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

Code	Description
	: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, without Splitter, Separate Lead-Ins, with CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror
8VAY	HORN, ELECTRIC Disc Style
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WHJ	HORN, AIR (2) Rectangular Bell; Chrome
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHT	HEADLIGHTS Halogen, Composite Combination
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ASE	FRONT END Tilting Composite
9HCN	GRILLE , Chrome Vertical Accent Bars with Black Mesh
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "LV"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10HZJ	FIFTH WHEEL, STATIONARY {Jost JSK37USL-NDB8-N001} 7.85" Above Top of Frame, No-Tilt, Left Hand Release
10WPR	MUD FLAP HOLDER Spring Loaded, Painted Black; with Red and White Reflective Tape; Less Flaps
10WSX	MUD FLAPS, REAR Black Poly, with International Logo; Less Holders
11MRU	CLUTCH {Eaton Fuller Advantage} Self-Adjusting, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, 7-Spring Coaxial VCT Plus PD Damper (Soft Rate) Mechanical Pull-Type Control, 4-Button Disc, 1750 lb-ft Torque Capacity
11WAK	CLUTCH EFFECTS Hydraulic Clutch Actuation System, with Air Assist
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EGP	ENGINE, DIESEL {Cummins X15 450} Efficiency Series, EPA 2017, 450HP @ 1800 RPM, 1650 lb-ft Torque @ 1000 RPM, 1800 RPM Governed Speed, 461 Peak HP (Max)

Code	Description
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12VBC	AIR CLEANER Single Element
12VHA	FEDERAL EMISSIONS {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2019
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBC	RADIATOR Aluminum; Welded, Down Flow System, Front to Back, 1325 SqIn, 806 SqIn CAC
13GHS	TRANSMISSION, MANUAL {Fuller FRO-16210C} 10-Speed Manual, Overdrive, Air Shift, Internal Lube Oil Pump
13WAS	CLUTCH HOUSING Aluminum; Available with 1350 to 2050 lb-ft Capacity Fuller Transmissions
13WGJ	OIL COOLER MANUAL TRANSMISSION Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14GVU	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, w/.433"(11mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 3.55
14UKZ	SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-402-55} 40,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers
15BAA	DEF TANK COVER Stainless Steel
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
15MAD	FUEL HEATER {Cummins} Omit Plumbing for TRV on Cummins Engines
15SGL	FUEL TANK Non-Polished Aluminum, 24" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab
16031	CAB Conventional, Day Cab Includes : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Includes Two Cup Holders with Ash Cup and One Additional Storage Area : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (2) One Each Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English with English Electronic Speedometer
16JPD	SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing with Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover

Code	Description
16RAN	SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing with Cloth Facing, 11 Degree Back Angle Adjust
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10 1/4"
16SNY	MIRROR, CONVEX, HOOD MOUNTED Right and Left Sides; 7.48" x 6.77" Convex Glass, Bright
16SPC	MIRRORS (2) Thermostatically Controlled Heated Heads, Bright Heads and Arms, Black Brackets, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16VJZ	CAB INTERIOR TRIM Classic, for HX Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting : DOME LIGHT, CAB (2) Rectangular, Door Activated; Above Door Mounted, One Each Side : FLOOR COVERING Rubber, Black : SUN VISOR (2) Vinyl with Toll Ticket Strap
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} with Integral Heater & Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
27DVK	WHEELS, FRONT {Alcoa 88367} DISC; 22.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Aluminum Hubs
28DVR	WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Aluminum Hubs
7382135419	(2) TIRE, FRONT 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position
7382138133	(8) TIRE, REAR 11R22.5 Load Range H ARMOR MAX MSD (GOODYEAR), 493 rev/mile, 68 MPH, Drive
810000	FIFTH WHEEL LOCATION On Rear Axle Centerline
	Services Section:
40124	WARRANTY Standard for HX Series, Effective with Vehicles Built December 7, 2015 or Later, CTS-2015A
1	Wet Kit from Peak Trailer
	PDI
	Loose Lug Indicators
	Drivers

Financial Summary
2020 HX520 SFA 6x4 (HX52F)

(US DOLLAR)

Description		Price
Total Factory List Price Including Options:		$208,067.00
Total Goods Purchased:		$560.00
Freight	$2,250.00	
Total Freight:		$2,250.00
Total Factory List Price Including Freight:		$210,877.00
Less Customer Allowance:		($111,127.00)
Total Vehicle Price:		$99,750.00
Total Body/Allied Equipment:		$6,750.00
Total Sale Price:		$106,500.00
Total Per Vehicle Sales Price:		$106,500.00
Total For 5 Vehicle Sales:		$532,500.00
Net Sales Price:		$532,500.00

Approved by Seller:

Official Title and Date

Authorized Signature

SANTEX TRUCK CENTERS, LTD.
1380 ACKERMAN RD.
SAN ANTONIO TX 78219 -
(210)661-8371

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

INTERNATIONAL®

February 19, 2019

Prepared For:
CITY OF LAREDO
Beto Ramirez
1110 HOUSTON STREET
LAREDO, TX 78042-0579
(956)725 - 9600

Presented By:
SANTEX TRUCK CENTERS, LTD.
Wes Gonzalez
1380 ACKERMAN RD.
SAN ANTONIO TX 78219 -
(210)661-8371

Model Profile
2020 HX620 SBA 6x4 (HX62F)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000
DIMENSION:	Wheelbase: 201.00, CA: 132.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins X15 485} Performance Series, EPA 2017, 485HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, . 433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends Gear Ratio: 3.70
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H G731 MSA (GOODYEAR), 497 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-400-54} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100LX Location 1: 9219, Winter White (Std) Chassis schematic N/A

Proposal: 12010-02

Code	Description
HX62F00	Base Chassis, Model HX620 SBA 6x4 with 201.00 Wheelbase, 132.00 CA, and 65.00 Axle to Frame.
1AMR	CROSSMEMBER, FRAME TIE for Standard Duty
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
1LRB	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty, for HX
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ACR	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6 : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZU	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (6-Channel; 6 Sensor/ 6 Modulator)
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4JCC	BRAKES, REAR, AIR DISC 22.5 Dia, Includes 18/24" Sq. In. Brake Chambers
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4WEY	BRAKE PACKAGE, REAR {Bendix Spicer ADB22X} Air, Disc Type, Extended Service; Size 22.5"
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7BLJ	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Right Side Cab Mounted
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine

Code	Description
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum
7WDT	TAIL PIPE (1) Straight Type, Non-Bright, for Single Exhaust
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8554	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RME	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers, with CD Player
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, without Splitter, Separate Lead-Ins, with CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights and Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box
8VAY	HORN, ELECTRIC Disc Style
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WDG	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA
8WHJ	HORN, AIR (2) Rectangular Bell; Chrome
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHT	HEADLIGHTS Halogen, Composite Combination
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ASE	FRONT END Tilting Composite
9HCL	GRILLE , Black Vertical Accent Bars with Black Mesh
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "LX"

Code	Description
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12ELC	ENGINE, DIESEL {Cummins X15 485} Performance Series, EPA 2017, 485HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12VBG	AIR CLEANER Dual Element, with Integral Pre Cleaner
12VHA	FEDERAL EMISSIONS {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2019
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBC	RADIATOR Aluminum; Welded, Down Flow System, Front to Back, 1325 SqIn, 806 SqIn CAC
13AUT	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WCU	OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; Not for use with Retarder
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAZ	PTO CONTROL, DASH MOUNTED For Customer Provided PTO, Includes Switch and Wiring, for Allison Transmission
14GVJ	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends . Gear Ratio: 3.70
14ULX	SUSPENSION, REAR, TANDEM {Hendrickson HMX-400-54} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
15MAD	FUEL HEATER {Cummins} Omit Plumbing for TRV on Cummins Engines
15SJR	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
16031	CAB Conventional, Day Cab Includes : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

Code	Description
	: CONSOLE, CENTER Includes Two Cup Holders with Ash Cup and One Additional Storage Area : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (2) One Each Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English with English Electronic Speedometer
16JPD	SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing with Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
16RAN	SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing with Cloth Facing, 11 Degree Back Angle Adjust
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10 1/4"
16SNY	MIRROR, CONVEX, HOOD MOUNTED Right and Left Sides; 7.48" x 6.77" Convex Glass, Bright
16SPC	MIRRORS (2) Thermostatically Controlled Heated Heads, Bright Heads and Arms, Black Brackets, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16VJZ	CAB INTERIOR TRIM Classic, for HX Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting : DOME LIGHT, CAB (2) Rectangular, Door Activated; Above Door Mounted, One Each Side : FLOOR COVERING Rubber, Black : SUN VISOR (2) Vinyl with Toll Ticket Strap
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} with Integral Heater & Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
27DHK	WHEELS, FRONT DISC; 22.5x12.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
7382138124	(8) TIRE, REAR 11R22.5 Load Range H G731 MSA (GOODYEAR), 497 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40124	WARRANTY Standard for HX Series, Effective with Vehicles Built December 7, 2015 or Later, CTS-2015A
	PDI

Code	Description
	Loose Lug Indicators
	Driver Delivery

(US DOLLAR)

Description		Price
Total Factory List Price Including Options:		$235,301.00
Total Goods Purchased:		$560.00
Freight	$2,250.00	
Total Freight:		$2,250.00
Total Factory List Price Including Freight:		$238,111.00
Less Customer Allowance:		($125,011.00)
Total Vehicle Price:		$113,100.00
Total Sale Price:		$113,100.00
Total Per Vehicle Sales Price:		$113,100.00
Net Sales Price:		$113,100.00

Approved by Seller:

Official Title and Date

Authorized Signature

SANTEX TRUCK CENTERS, LTD.
1380 ACKERMAN RD.
SAN ANTONIO TX 78219 -
(210)661-8371

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

FY19-036 Heavy Duty Trucks Addendum 1
Nueces Power Equipment
Supplier Response

Event Information

Number: FY19-036 Heavy Duty Trucks Addendum 1
Title: FY19-036 Heavy Duty Trucks - Various Departments
Type: Request For Bid
Issue Date: 1/25/2019
Deadline: 2/19/2019 05:00 PM (CT)

Contact Information

Contact: Jose A. Valdez, Jr.
Address: 1110 Houston St
3rd floor

City Secretary
City Hall
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Nueces Power Equipment Information

Contact: Bill Rees
Address: 101 Oil Patch rd.
Laredo, TX 78043
Phone: (956) 725-0066
Fax: (956) 725-6466
Email: bill@npetex.com

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

Tiffany Franklin on behalf of Nueces Power Equipment
Signature

bill@npetex.com
Email

Submitted at 2/19/2019 1:30:00 PM

Response Attachments

fy19-036 nueces power eqpt response.pdf

Nueces Power Equipment FY19-036 response

Bid Attributes

1 Award By Section

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

No response

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

Nueces Power Equipment, Bill Rees 361-289-0066

4 State how long under has the business been in its present business name

1988

5 If applicable, list all other names under which the Business identified above operated in the last five years

Nueces Farm Center, Inc. DBA Nueces Power Equipment

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 Miguel A. Pescador, Purchasing Agent at 956-794-1731.

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**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

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)

Bill Rees

16 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

a) FY19-036 Heavy Duty Trucks
b) Various City Departments

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Nueces Power Equipment

18 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

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 entitites 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

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. Discloure of Conflict of Interest**

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

I am not aware of any conflict of interest

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 Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

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) Bill Rees 2) Sales 3) Nueces Power Equipment 4) 2/19/19
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. 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 HAND DELIVERED 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 by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications. (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract. (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order. (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale". (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers. (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid. 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications. 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled. 11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042. (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

40	**Addendum**
	Addendum Requires Acknowledgement
	Acknowledge

Bid Lines

1	**Package Header**

Section I – Road Construction Sweeper

Quantity: 1 UOM: EA Total: $70,624.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

1.1 Purchase Price- Road Construction Sweeper
as per Specifications – 19.0

Quantity: 1 UOM: EA Price: $70,624.00 Total: $70,624.00

Supplier Notes: Broce #RCT350, 2019, Estimated Time of Delivery: 60 days

2 Package Header

Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA ***No Bid***

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

2.1 Purchase Price- Dump Truck Cab & Chassis
as per Specifications – 20.1

Quantity: 5 UOM: EA Price: *No response* Total: *No response*

3 Package Header

Section IIB– 12-14 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA ***No Bid***

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

3.1 Purchase Price- 12-14 Yard Dump (Body)
as per Specifications – 20.2

Quantity: 5 UOM: EA Price: *No response* Total: *No response*

4 Package Header

Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Cab & Chassis)

Quantity: 1 UOM: EA ***No Bid***

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

4.1 Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis)
as per Specifications – 21.1

Quantity: 2 UOM: EA Price: *No response* Total: *No response*

5 Package Header

Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Body)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

5.1 Purchase Price- 27 Cubic Yard Dump Trailer (Body)
as per Specifications – 21.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

6 Package Header

Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

6.1 Purchase Price- Truck Tractor (Cab & Chassis)
as per Specifications – 22.1

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

7 Package Header

Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

7.1 Purchase Price- Roll-Off Trailer Hoist (Body)
as per Specifications – 22.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

8 Package Header

Section VA– Camel 1200 Combination Truck (Cab & Chassis)

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

8.1 Purchase Price- Camel 1200 Combination Truck (Cab & Chassis)
as per Specifications – 23.1

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

9 **Package Header**

Section VB– Camel 1200 Combination Truck (Body)

Quantity: 1 UOM: EA ***No Bid***

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

9.1 Purchase Price- Combination Sewer Cleaner (Body)
as per Specifications – 23.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

10 **Package Header**

Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA ***No Bid***

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

10.1 Purchase Price- Dump Truck Cab & Chassis
as per Specifications – 24.1

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

11 **Package Header**

Section VIB– 14-16 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA ***No Bid***

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

11.1 Purchase Price- 14-16 Yard Dump (Body)
as per Specifications – 24.2

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Response Total: $70,624.00

City of Laredo
Purchasing Division

#3

February 7, 2019

Addendum No. 1

Ref: Bid: **Heavy Duty Trucks – Various City of Laredo Departments**
FY19-036
Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following **modifications to the Bid**:

On **page 13** modification of specification 20.1
Addition of Vertical Exhaust specification.

On **page 20** modification of specification 24.1
Addition of Vertical Exhaust specification.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

★ Acknowledgement of Addendum #1 Bill Rees 02/19/19
(Please sign/ date and include with bid submittals)

XC Purchasing File

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

HEAVY DUTY TRUCKS
VARIOUS DEPARTMENTS

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 the purchase of heavy duty trucks for various City of Laredo Departments.

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 held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Duty Trucks – Various City of Laredo Departments
FY19-036

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of heavy duty trucks for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 19, 2019** and all bids received will be **opened** and read publicly on **February 20, 2019 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Heavy Duty Trucks – Various City of Laredo Departments
FY19-036

Bids can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 25th DAY OF JANUARY 2019.

for: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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 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 its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Heavy Duty Trucks
Various City of Laredo Departments

15.0 Scope of Work

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 the purchase of heavy duty trucks for various City of Laredo Departments. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department Point of Contact:

Contact	Phone#	Email
Ron W. Miller	(956) 727-6450	rmiller@ci.laredo.tx.us

15.1 All questions for this bid shall be submitted in writing or by email no later than, February 5, 2019 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

15.2 All heavy duty equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 Contract Provisions

16.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

16.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

16.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.4 TAX, TITLE, AND LICENSE: All equipment purchase prices shall exclude tax, title, and license fees.

17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: _____

Address: _____

Phone Number: _____

Service Manager: _____

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 Road Construction Sweeper Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Broce Broom RCT-350 Sweeper or Equivalent

19.1 Minimum specifications

Engine, Diesel	85 HP, Turbo Charged Cummins USA, Tier 4 Final
Transmission	Sauer-Danfoss Hydrostatic Pump and Motor Coupled to a 2-Speed Gearbox with Neutral Shift for Towing, Low Gear 13 MPH, High Gear 34 MPH
Roll Over Certification	Certified Roll over Structure & Canopy with ISO3471
Main Frame	All Welded 6" Channel, Heavy Structural Steel w/ Gussets at Stress Points
Bumpers	6" Rectangular Tubing on Front & Rear Bumpers
Weight	5,000 lbs.
Overall Length	172"
Overall Width	96"
Overall Height	102"
Inside Turning Radius	13'
Brakes	Equipped w/Dual Master Cylinder, Four Wheel Hydraulic Self Adjusting on Rear & Disc on Front, Mechanical Parking Brk
Brush Core	8' all Steel Welded Construction
Brush Filter	10" x 32" Wafers - Prostran
Sweeping Width	96"
Brush Drive	Direct Drive Motor enclosed in Core, 192 RPM under Load
Core Cover	140 degrees 14 Gauge Steel with Rock Deflector
Swing Frame	Mounted on 9 Heavy Duty Sealed Ball Bearings
Sweeping Angle	45 Degrees L/R

Broom Controls	Single Lever Joystick Control Valve w/ Adj. Down Pressure and Float Position
Hydraulic Tank Capacity	27 US Gallons w/100 Mesh Suction Strainer
Operating Pressure	3,000 PSI
Pump Capacity	26 GPM at 2600 RPM
Filter	2 – 10 Micron Replaceable Element (suction & return)
Front Axle	HD Oscillating w/ Disc Brakes
Rear Axle	Dana HD Truck Type w/ Drum Brakes
Wheels	6 x 16 – 6 Bolt on 5 ½ Centers
Tires	LT225/75R/16, 10 Ply
Steering	Orbital Type Power Steering
Seats	Padded Seat w/ Arm Rest & Seat Belts (ISO 6683)
Optional Equipment	150 Gallon Water Sprinkling System w/ Poly Tank Tilt & Telescoping 7 ½' Scraper Blade Light Group – Turn Signals, Warning Lights, Halogen Head & Tail Lights Rear Work Lights, Strobe Light Extension Air Cleaner Stack Spare Tire w/ mount Enclosed Cab w/Safety Glass & Wiper Cab Heater, Defroster, A/C Front Windshield Wiper Hydraulic Temp. Gauge Military Tow Hitch w/ chains 96" Poly Tube Broom Curb & Gutter Brush
Instruments & Controls	Water Temperature, Oil Pressure, Volt Meter, Tachometer, Hour Meter, Fuel Gauge, Reverse Alarm, Rear View Mirror, Controls for Broom Drive, Core Angling, Core Height, Electric Core Lock, Engine Throttle, Brakes, Directional Control, Parking Brake w/ Engaging Light, Traffic Horn

20.0 12-14 Cubic Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer One – 14 yard dump trucks (6x4).

20.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body. Current EPA Compliant.

Description	Minimum Requirements
Engine: Cummins or Equal Approx. HP/TQ	350 HP @ 2000 RPM/, 1000 lb-ft Torque @ 1400 RPM w/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 3500 RDS-P Rugged Duty Service 6-Speed or Equivalent
GVWR	54,000 lb. Minimum
Front Axle	14,600# Dana Spicer W/Shocks or Equivalent
Steering	Power Steering

Rear Axle	40,000# Dana Spicer Tandem , 40,000# Hub Rating or Equivalent
RR Axle Ratio	Approx. 6.17
Front Tires	11R x 22.5 16 Ply
Rear Tires	11Rx 22.5 16 Ply
Steel Wheels	22.5 x 8.25 Front & Rear
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single or Dual
Cab	Severe Service w/Air conditioner, Integral Heater/Defroster
Steering Column	Adjustable/Tilting
Gauges	Fuel, DEF, Temperature, Primary and Secondary Air Pressure, Alt, Oil Pressure, Trans Oil, Engine Coolant Temperature, Auto Transmission, etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey or Black Interior

20.2 Dump Body Specifications 14 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	14ft. Ox Bodies Brand or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	8" x 2" Rec. Tubing
Cross Members	12" Centers, 1.5x3 Tubing
Controls	Tailgate, Air
Floor	3/16" Hardox-400 Or Equivalent
Pump	Permco Air Shift
Cylinder	Muncie 74135
Gate/Cab	56" Front Gate 10 Ga. Cab Ht. 76"
Cab Shield	24" Narrow & Center
Tailgate	50" 3/16" Plate
Hoist	Double Arm 10" W/3" #80 Pipe Extra Heavy
Controls	Cable/Pump/Elec./Hyd./PTO
Tarp	Aluminum Arms Semi Auto. Vinyl
Boards	8" Wood
Attachment	50 Ton PINTLE Hook W/7-Way Connector, Air/Electric Brake Controller
Paint	Light Blue
Warranty Center	Warranty Center Must Be Located within 25 Miles from the City of Laredo Fleet Shop

21.0 27 Cu. Yd. Truck Tractor for Aluminum End Dump Trailer

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer Peterbilt 367 Tractor with 27' Aluminum End Dump or equivalent.

21.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab for Aluminum End Dump Body. Current EPA Compliant.

Description	Minimum Requirements
Engine Cummins X15 450 HP or equivalent	450 HP with Engine Protection Shutdown/Idle Shutdown Carb Engine Idling Compliance, Timer for Impending Shutdown
Frame	10 ¾" Steel Rails to 354", 3/8" Rail Thickness, HD Iron Front Spring Brackets
Transmission	Eaton FRO16210C 10-Speed, Oil-to-Water Cooler, Internal Pump
GVWR	80,000 lbs.
Front Axle	Minimum 12,000 lb. Dana Spicer w/Shocks, 3.5" Drop Taper Leaf Springs
Rear Axle	40,000 lb. Dana Spicer DSP41, PHP10 Aluminum Preset Hubs, Long Stroke Parking Brakes
RR Axle Ratio	3.55 or equivalent
Front Tires	11R22.5, 16-Ply
Rear Tires	11R22.5, 16-Ply
Wheels	Front: Alcoa 985657, 22.5 x 8.25 Clean Buff ALM, Severe Service; Rear: Acc Steal Armor 28827PD, 22.5 x 8.25 Heavy Duty
Air Cleaner	Bendix AD-IS DP Air Dryer w/ Heater & Coalescing Filter; Extended Purge Pull Cords all Air Tanks
Fuel Tank	26" Aluminum 80 Gal. Fuel Tank LH BOC
Cab	Aluminum Cab 123" BBC Fiberglass Hood SFFA w/ Polished Crown & Spring Tilt Assist; Severe Service Cab Package; w/o Sleeper
Steering Column	Adjustable Steering Column; Tilt/Telescope Steering Wheel
Gauges	Instrument Package Graphics Display
Mirrors	(2) Convex 8" SS Mirror, Center Mounted Under Mirror BRKT; includes Dual Door Stops
Air Horn	(2) Air Horns 24.5" Chrome – Round including Polished Horn Shields
Radio	Standard Speaker Package for Cab: (2) Speakers Concert class w/o CD, includes BT Phone & Audio, AM/FM, WB, USB and MP3
Fire Extinguisher	Compliant
Cab Ext/Interior	White w Grey or Black Interior

21.2 Minimum Specifications for a Vantage Trailer Model 91, 27'Aluminum End Dump Trailer or equivalent.

Description	Minimum Requirements
Length	27'
Side Height	54"
Width	91"
Wall	Polish Sheet Finish; Tapered Body
Floor	.188 Floor, 14" Crossmember Spacing .16" Sidewalls
Frame	SHRQ Steel Half Round Quarter Frame End Dump Trailer
Body	Tapered Body Standard Flat Nose Steps on Nose Steps Roadside Rear at Front Axel In & Out Rear Fenders (As required by width) Lights – LED, Center Mount Turn Signals Conspicuity Tape on Lower Side Rail/Tailgate Steel Parts Painted Black
Axles and Suspension	Meritor Standard – Tandem Closed Tandem HP Spindle – Standard Tandem Air Brakes ABS System – 4S-2M Anti-Skid Hubs/Drums – Meritor Lite (Standard Tandem)
Tires and Wheels	Tires: 11R22.5 Wheels: Outside Polished Wheels (Inner Standard Mill)
Landing Gear	Aluminum Draft Arms w/ Alum Drop Legs Aluminum Drop Legs – Standard
Gate	Top Hinged Watertight Tailgate Seal Gate Locks Standard Gate
Liner	¼" – 3/8" Quicksilver Floor Liner
Tarp System	Shur-Co Trap Roll Manual Tarp (Vinyl) Side to Side When closed, Handle Roadside Color Black Bows – Steel Caps/Flaps – Vinyl Nose Cap, Tail Cap
Other Options	Hydraulic Hose, PSI System, Air/Electric Controls, Backup Lights, Center Rib Lights

22.0 Truck Tractor with Chassis for Roll-Off Trailer Hoist

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer Peterbilt 348 Roll-Off Trailer Master, G & Manufacturing Model 1560 Roll-Off Hoist, or equivalent.

22.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab & Chassis. Current EPA Compliant.

Description	Minimum Requirements
Engine Cummins, Paccar PX-9, 350 HP or equivalent	Minimum 350 HP with Engine Protection Shutdown/Idle Shutdown Carb Engine Idling Compliance, Timer for Impending Shutdown
Frame	10 5/8" Steel Rails to 326-384", 5/16" Rail Thickness, Full Steel Inner Liner, Use w/ 10 ½", 10 ¾", 10 5/8" Rails, 3-Piece Cross members
Automatic Transmission	Minimum Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series, 6-Speed Configuration, TC-419 Torque Converter, 1760 HD Driveline
GVWR	60,000 lbs.
Front Axle	Dana Spicer D2000F 20,000 lb. Shocks, 3.5" Drop Taper Leaf Springs
Rear Axle	Dana Spicer DSP41 40,000 lb. Shocks, Standard Stroke Parking Brakes, Refuse Service Brakes, Steer and Drive Axles
Wheelbase for Roll-off	256"
RR Axle Ratio	Ratio 5.57 Rear Axle or equivalent
Front Tires	315/80R22.5, 20-Ply
Rear Tires	11R22.5, 16-Ply, Rear Tire Quantity: 8
Wheels	Front: Steel Wheels Rear: Steel Wheels
Air & Trailer Equipment	Bendix AD-IS DP Air Dryer w/ Heater & Coalescing Filter; Extended Purge Nylon Chassis Hose, Steel Painted Air Tanks, Polish Alum Air Tanks outside rails, A & E Connection EOF w/7-way socket
Fuel Tank	23" Aluminum 70 Gal. Fuel Tank LH U/C
Cab	Aluminum Cab 108" Metton Hood w/ Bright Finish Crown & Spring Tilt Assist, Severe Service Cab Package, HVAC, etc.
Steering Column	Adjustable Steering Column; Tilt/Telescope Steering Wheel
Mirrors	(2) Convex 8" SS Mirror, Center Mounted Under Mirror BRKT; includes Dual Door Stops
Air Horn	(2) Air Horns 24.5" Chrome – Round including Polished Horn Shields
Radio	Standard Speaker Package for Cab: (2) Speakers Concert class w/o CD, includes BT Phone & Audio, AM/FM, WB, USB and MP3
Fire Extinguisher	Compliant
Miscellaneous	Backup Alarm, Fire Extinguisher (cab mounted), etc.
Cab Ext/Interior	White w/Grey or Black Interior

22.2 Minimum Specification for G & H Manufacturing Model 1560 Roll-Off Trailer Hoist or Equivalent

Description	Minimum Requirements
Standard Equipment to include:	Model 1560 - 60,000 lb. hoist with 6" Reeving & Tilt Cylinders (all interchangeable) Hose ISO 18752 Steel Tubing (4" x 10" x ½") 40 Gallon Side Mount Hydraulic Oil Tank Oil System Filter Grease Fittings at all Wear Points Air Shift PTO w/ Direct Mount Pump (Mfr. Warranty only) Automatic Front Container Latch, Safety Prop Fixed Bumper Ratchet Tie Downs Conspicuity Tape Hoist Up Alarm Poly Fenders Seal Beam Lights Quick Change Rear Roller Sheaves w/ Aluminum Bronze Bushings Side Rollers w/ Aluminum Bronze Bushings Rails 22" Long Outside Rails – 35 ½" wide
Options	Pioneer Tarper 4500RP (Raised Gantry) Inside Air Controls (Dual Lever) Hot Shift PTO (Mfr. Warranty only) 36" Steel Tool Box LED Lights (Tail, Signal, Side Markers) ICC Floating/Gravity Bumper Container Support Brackets (Rail Helpers) Backup Alarm Pintle Hook w/ Hydraulics *Tractor Truck to have Trailer Package Factory Installed at Rear of Chassis

23.0 Camel 1200 Combination Truck

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer Peterbilt 365 Tractor with Camel – 1200EJ Model Truck Mounted Combination High Pressure Jet/ Vacuum Machine 12 Cubic Yard/1500 Gallon Ejector Type Debris Body or equivalent.

23.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with Camel 1200 EJ Model Truck Mounted Combination High Pressure Jet/Vacuum Machine 12 Cubic Yard/1500 Gallon Ejector Type Debris Body. Current EPA Compliant.

Description	Minimum Requirements
Engine Paccar PX-9 or equivalent	370 HP@1900 GOV@2100 1250@1400 Engine Idle Shutdown Timer Disabled, Enable EIST Ambient Temp Overrule, Carb Engine Idling Compliance, Engine Protection Shutdown, High Efficiency Cooling System

Base Model	Model 365, Tanker – Liquid Bulk, Vacuum
Frame	10 ¾" Steel Rails, Full Steel Inner Liner, FEPTO Provisions
Transmission	Allison 3000 RDS-P Transmission, Gen 5, 1760 HD Driveline, 3 Midship Bearings, , Allison 6-Speed Configuration, Close Ratio Gears, Dash Mounted Push Button Shifter
GVWR	60,000 lbs.
Front Axle	Dana Spicer D2000F 20,000 lb., 3.5" Drop Taper Leaf Springs, Shocks 20,000 lb.
Steering	Power Steering TRW TAS65 Dual, Power Steering Reservoir Frame Mounted w/ Cooler, PHP 10 Iron Preset PLUS Hubs, Greasable Front Spring Pins, Bendix Air Cam Front Drum Brakes 16.5x6, Gusseted Cam Brackets, Steer Axle
Rear Axle	Dana Spicer DSP41, 40,000 lb., PHP10 Aluminum Preset PLUS Hubs, Standard Stoke Parking Brakes, Veeder Root Hubodometer, Miles, Bear Brake Camshaft Reinforcement, Lube Pump, Drive Axle(s), SBM Valve, Anti-Lock Braking System (ABS) 4S4M, Synthetic Axle Lubricant All Axles, Bendix Air Cam Rear Drum Brakes 16.5x7
RR Axle Ratio	5.29
Front Tires	425/65R22.5, 20-Ply, Goodyear
Rear Tires	11R22.5, 16-Ply, Goodyear
Wheels	Front: Alcoa 823627, 22.5 x 12.25 Clean Buff ALM, Severe Service; Rear: Accur Steel Armor 50291PK, 22.5 x 8.25 Heavy Duty, Two Hand Holes, Code-rear Rim Qty. 8
Fuel Tank	26" Aluminum 80 Gal. Fuel Tank LH BOC
Cab	Aluminum Cab 115" BBC Fiberglass Hood SBFA w/ Polished Crown & Spring Tilt Assist; Severe Service Cab Package; w/o Sleeper, Thermal Insulation Package in Cab
Steering Column	Adjustable Steering Column; Tilt/Telescope Steering Wheel
Gauges	Main Instrumentation Panel, Graphics Display
Mirrors	Stainless Steel Mirrors 7x16 w/ Heat Element, (2) Convex 8" SS Mirrors, Polished Lower Mirror Bracket Covers
Air Horn	(1) Air Horns 15" Painted – Mounted under cab
Radio	Standard Speaker Package for Cab: (2) Speakers Concert class w/o CD, includes BT Phone & Audio, AM/FM, WB, USB and MP3
Fire Extinguisher	Compliant
Cab Ext/Interior	Gray or Black Interior

23.2 Minimum Specifications for Ejector Type Camel 1200 / 12 yd. (9.2 m) Combination Sewer Cleaner or equivalent

Description	Minimum Requirements
Water Storage Tanks	1,500 Gallon Minimum Usable Capacity Divided into 6 – 250 Gallon Water Storage Saddle Tanks. Water Storage Saddle Tanks mounted no Lower than Chassis Frame Rails Rotational Molded Non-Cross Linked Polyethylene Construction with Ultraviolet Stabilizer & Minimum ¼" Thick Wall Repairable Type. Bottom of Tank protected by ¼" Steel Tank to Pump Suction Shut-Off Valve w/ Cast Iron, "Y" Type Strainer w/ Stainless Steel Filter Element. Minimum 5" Air Gap on Fill Tube
ECO Water Pump	Double acting, Single Piston Hydraulic Powered Water Pump with 1:1 Oil to Water Ratio. Rated Design Capacity of 100 GPM and 3,000 PSI Continuous Duty Hydraulic and Water Pump Sized to Produce 80 GPM @ 2500 PSI Water Wash Down System with Pressure Regulated from 0 to 2000 PSI Available at Handgun.
Vacuum System	Vacuum Pump Rotary Lobe Positive Displacement "Roots Type" Equipped w/ High Efficiency Exhaust Silencer Vacuum Pump Shall Produce 4500 CFM and 18" Hg Roots Model 824RCS Vacuum Pump
Debris Body – Ejector Unloading & Compaction Dewatering System	Minimum Volumetric Capacity of 12 CY Designed to withstand 360" of Water Vacuum Cylindrical-Shaped Body Constructed of Abrasion & Corrosion Resistant ¼" Exten Steel, w/ a yield Strength of 50000 PSI and Tensile Strength of 70000 PSI. Hydraulic Powered Open and Close, Full Height and Width Flat Rear Door w/ Self Compensating, Double Lipped Neoprene Seal on Door. Debris Level Indicator, Ejector Plate Unloading System 24" Raise, Remote Control Dumping & Truck Mounted Controls, 5" Diameter Front Body Drain. Rear Splash Shield.
Hose & Reel	270° Manual Rotation (Front Mounted at Center of Unit) 18" Hydraulic Extension Reel Minimum Capacity of 1000' of 1" Hose or 600' of 1 ¼" Hose 1 ¼" Plumbing from Water Pump to Reel Core 800' of 1" Diameter Plastic Sewer Cleaner Hose w/ 2500 PSI, Working, 6250 PSI Burst Pressure Rating Minimum.
Power Boom	8" Vacuum System w/ HD Channel-Reinforced Elbow Boom Reach of 26' from Centerline of Unit, 217° Hydraulic Worm Gear Rotation, Lockable in any position, 21' (44°) Vertical Lift, and 4' (9°) Downward Pivot from Rotational Position. 8' Hydraulic Boom Extension
Front-Mounted Control Panel	7" Color Digital Display Operation screen w/ Advanced Diagnostic and Trouble-Shooting Capabilities. 8 Button Sealed Keypad for Vacuum Mode/Dump Mode, Vacuum Pump Engagement, Vent Door, Vacuum Booster, Wastewater Recycling, Winter Recirculation, Boom & Work Lights. Vacuum Increase/Decrease Dial Water Pressure & Flow Dial Emergency Stop LED Panel Lights
Miscellaneous	Three (3) Lockable Diamond Plate Alum. Toolboxes, (2) 18"x18"x48" Frame

	Mounted, Passenger Side & (1) 22"x14"x60" Frame Mounted, Driver Side. Urethane Paint – White Warranty: (Defects on Materials and Workmanship) Minimum one (1) Year on Sewer/Catch Basin Cleaner Minimum Ten (10) Years on Debris & Water Tank Lifetime Rust-Through and Corrosion on Water Tanks Minimum three (3) Years on Single Piston Water Pump

24.0 14-16 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer 16 Cubic Yard Dump Truck (6x4).

24.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body. Current EPA Compliant.

Description	Minimum Requirements
Engine Cummins X15 485HP/1650TQ or Equivalent	485HP @ 1950 RPM/1650ft-lb @ 1150 RPM w/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph w/Cruise Control - Approx.
Automatic Transmission	Allison 4500 RDS-P Rugged Duty Service 5-Speed overdrive, PTO Provision, Less Retarder, Including Oil Level Sensor, On/Off Highway Omit Item (Clutch & Control) or Equivalent
GVWR	58,000# To 60,000#
Front Axle	18,000# Dana Spicer w/Shocks or Equivalent
Steering	Power
Rear Axle	40,000# Meritor MT-040-14X-4DER,Tandem w/Driver Controlled Locking Differential or Equivalent
RR Axle Ratio	Approx. 4.33
Front Tires	385/65R 22.5 Load Range J MSA (Goodyear or Equal)
Rear Tires	11RX22.5 Load Range H G751 MSA (Goodyear or Equal)
Wheels	Front Disc 22.5 x 9.00 Aluminum 10 Stud; Rear Dual Disc, 22.5 x 8.25 Rims Powder Coat steel 10 Stud
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service Air conditioning, Integral Heating/Defroster
Steering Column	Adjustable/Tilting
Gauges	Fuel, DEF, Temperature, Primary and Secondary Air Pressure, Alt, Oil Pressure, Trans Oil, Engine Coolant Temperature, Auto Transmission, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Miscellaneous	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White w/Grey or Black Interior

24.2 Dump Body Specifications 16 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	16ft. Warren FLS or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	7" Structural Channel
Cross Members	4" Structural Channel 12" C/L
Controls	Tailgate, Air
Floor	3/16" Hardox-AR450 Or Equivalent
Cylinder	Muncie 74135
Gate/Cab	48" Front Gate
Cab Shield	24" Narrow & Center to Fit Truck
Tailgate	48" 3/16" Plate
Hoist	Front Telescopic
Controls	Full Air Controls
Pump	Permco Air Shift
P.T.O.	Muncie or Equivalent
Tarp	Aluminum Arms Donovan or Equivalent
Boards	3/16" Formed Steel
Attachment	50 Ton PINTLE Hook W/7-Way Connector, Air/Electric Brake Controller
Paint	Light Blue
Warranty Center	Warranty Center Must Be Located within 25 miles from the City of Laredo Fleet Shop

25.0 Technical Training

After delivery of the specified equipment to the Fleet Department, a factory technician with experience in the application of all requested equipment shall provide training to instruct the City of Laredo personnel in the use, operation and maintenance of the requested equipment. An additional follow-up visit shall be mutually arranged within one year of equipment acceptance.

26.0 Manuals & Parts

Two (2) service, parts and troubleshooting manuals will be provided with each machine. The manuals will include all systems schematics and specific component literature. The manufacturer will maintain an inventory of common machine parts used on the specified unit.

26.1 All parts shall be identical to the in-place installed parts used in the construction of the requested equipment. Spare parts furnished shall not exempt from warranty any of the component installed items. In addition, the spare parts listed above shall be warranted the same as the installed items.

27.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications and shall 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.

27.1 The City of Laredo reserves the right to purchase additional heavy duty trucks within a 90 day period after award of contract.

28.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

29.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) NUECES POWER EQUIPMENT

Signature Bill Rees Date 02/19/19
of person authorized to sign bid

Print Name BILL REES
of person authorized to sign bid

Title: SALES

Business Address: P.O. BOX 4789

City, State, Zip Code: CORPUS CHRISTI, TX. 78469

Telephone Number: 361-289-0066 Fax Number: 361-289-7424

Contact Person Email Address: bill@npetex.com

Federal Tax ID Number: 74-1649707

Bidders Principal/Corporate Place of Business Address: 7510 IH37, CORPUS CHRISTI, TX. 78409

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: DELAWARE

State how long under its present business name: 1988

If applicable, list all other names under which the Business identified above operated in the last five years.

NUECES FARM CENTER, INC. DBA NUECES POWER EQUIPMENT

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

30.0 Tab B Price Schedule

30.1 Section I – Road Construction Sweeper

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Road Construction Sweeper as per Specifications – 19.0	1	$ 70,624.00	$ 70,624.00

Make and Model: # BROCE RCT350

Model Year: 2019

Estimated Time of Delivery: 60 Days

**** The quantities are estimates and are based on the best available information***

30.2 Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Dump Truck Cab & Chassis as per Specifications – 20.1	5		NO BID

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.3 Section IIB– 12-14 Cubic Yard Dump Truck (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 12-14 Yard Dump (Body) as per Specifications – 20.2	5		NO BID

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.4 Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis) as per Specifications – 21.1	2	$	$ NO BID

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.5 Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 27 Cubic Yard Dump Trailer (Body) as per Specifications – 21.2	1	$	$ NO BID

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.6 Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Truck Tractor (Cab & Chassis) as per Specifications – 22.1	1	$	$ NO BID

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.7 Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Roll-Off Trailer Hoist (Body) as per Specifications – 22.2	1	$	$ NO BID

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.8 Section VA– Camel 1200 Combination Truck (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Camel 1200 Combination Truck (Cab & Chassis) as per Specifications – 23.1	1	$	$ NO BID

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.9 Section VB– Camel 1200 Combination Truck (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Combination Sewer Cleaner (Body) as per Specifications – 23.2	1	$	$ NO BID

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.10 Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Dump Truck Cab & Chassis as per Specifications – 24.1	1		NO BID

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.11 Section VIB– 14-16 Cubic Yard Dump Truck (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14-16 Yard Dump (Body) as per Specifications – 24.2	1		NO BID

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

31.0 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

☑ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

BILL REES — Name
Bill Rees — Signature
02/19/19 — 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.**

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

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:
2019-452786

Date Filed:
02/14/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NUECES POWER EQUIPMENT
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.
FY19-036
Purchase of Heavy Duty Trucks for Various City of Laredo Departments

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 WILLIAM REES, and my date of birth is 11/14/1960.

My address is 33 BROADCREST DR., LAREDO, TX., 78045, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Webb County, State of TX, on the 19 day of February 20 19.
(month) (year)

TIFFANY L. FRANKLIN
Notary Public, State of Texas
Comm. Expires 11-13-2019
Notary ID 130439701

Jeff K. Franklin
Signature of authorized agent of contracting business entity
(Declarant)

32.0 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 AN OFFICER
(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.

TIFFANY L. FRANKLIN
Notary Public, State of Texas
Comm. Expires 11-13-2019
Notary ID 130439701

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 19 day of February 19.

Notary Public

My commission expires:

11/13/2019

33.0 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 of 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: BILL M.I. ___ Last: REES Suffix: MR.

***2. Contract Information:**

a) Contract or project name: FY19-036 HEAVY DUTY TRUCKS

b) Originating department: VARIOUS CITY DEPARTMENTS

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

NUECES POWER EQUIPMENT

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: BILL REES **Title:** SALES

Company Name or DBA: NUECES POWER EQUIPMENT **Date:** 02/19/19

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

35.0 Vendors Instructions:

Hand held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Equipment – Various City of Laredo Departments
FY19-036

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

WHY THE BROCE 350 SERIES?

Hydraulically controlled broom: Allows operator to make smaller adjustments as needed.

Hydrostatic drive w/ 2 speed gear box: Unique hydrostatic drive train with a hot oil shuttle built into the drive motor for continuous oil flow back to the cooler.

Low maintenance: Use of Aeroquip hoses and flat faced O-ring hydraulic fittings; hydraulic cut-off valve for ease of changing oil. Brake master cyclinder is easily accessible; has front disc brakes.

Large scraper blade: Ensures no material spill over. Optional 7 1/2 foot blade available.

Easy access to parts: Most parts on hand with just a call. We even carry the competitors parts.

Emergency exit: Instead of crawling over the control panel and breaking a window, we have an easy emergency exit.

COMPARE US WITH THE COMPETITION

American owned with over 50 years of manufacturing experience. Broce Manufacturing Company is the only road broom manufacturer with actual contractor experience. The 350 Series Broce Broom offers comfort and performance with more standard equipment at competitive prices.

BROCE 350 SERIES

- Broom controls are within reach of the operator so they are not taking their eyes off road
- 2 cab doors are standard
- Cross ventilation in the cab
- 14 gauge steel canopy
- Round brush cover resulting in less material build-up
- Enclosed, heavy duty, tilt back engine cover for giving full access.
- Broce has over 50 years in the construction business

OUR COMPETITORS

- Electronic, push button broom controls are located at the operators hip requiring a look away
- 1 cab door. 2 doors are an option
- No cross ventilation in the cab
- Canopy is plastic / fiberglass
- Brush cover not rounded allowing build up of materials in dead corners
- Engine cover doesn't tilt; more than 50 bolts to be removed for access.
- The competition has less than 20 years experience

STANDARD FEATURES

- Mulitple engine options
- 16" tires with 6-hole wheels
- Front disc brakes
- Brush controls totally hydraulic
- Positive neutral shift for towing
- Heavy structural steel with gussets at stress points
- Certified rollover structure & canopy complies with ISO3471

OPTIONAL EQUIPMENT

- 150 gallon water system
- Tilt and telescoping steering wheel
- 2-door cab with heater and air conditioning
- Tow hitch w/ safety chains - surge brake available
- Curb and gutter brush
- 7'6" angling scraper blade
- Varispeed brush

POPULAR APPLICATIONS

- Road paving clean-up
- Chip seal sweeping
- Cleaning behind milling machines
- State and municipal sweeping maintenance
- Landfill road maintenance
- Quarry road maintenance
- Industrial yard and trucking yard sweeping
- Airport runway and maintenance sweeping

Broce Broom is the **original**, construction sweeper company and continues to lead the industry with rugged and versatile brooms for any size project.

With over 50 years in the business, Broce Brooms provide unequaled quality and performance at a competitive price.

THE CONSTRUCTION BROOM COMPANY

Sales: (866) 579-2488
www.brocebroom.com

Alonso Perez Espinosa
105 Guadalupe
Laredo, TX 78040
Phone (956) 722-1066

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BY

43

CITY OF LAREDO - CITY SECRETARY
C/O JOSE A VALDEZ JR.
CITY HALL - THIRD FLOOR
1110 HOUSTON ST.
LAREDO, TX. 78040

BID. #
EV10-026

FY19-036 Heavy Duty Trucks Addendum 1
Rush Truck Center, Laredo
Supplier Response

Event Information

Number: FY19-036 Heavy Duty Trucks Addendum 1
Title: FY19-036 Heavy Duty Trucks - Various Departments
Type: Request For Bid
Issue Date: 1/25/2019
Deadline: 2/19/2019 05:00 PM (CT)

Contact Information

Contact: Jose A. Valdez, Jr.
Address: 1110 Houston St
3rd floor

City Secretary
City Hall
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Rush Truck Center, Laredo Information

Contact: Cindy Martinez
Address: 10216 Union Pacific Blvd
Laredo, TX 78045
Phone: (956) 724-7383
Email: martinezclar@rushenterprises.com

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

Tiffany Franklin on behalf of Rush Truck Center
Signature

martinezclar@rushenterprises.com
Email

Submitted at 2/19/2019 10:35:00 AM

Response Attachments

fy19-036 rush truck center bid response.pdf

Manual bid response from Rush Truck Center-FY19-036

Bid Attributes

1 Award By Section

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

No response

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

Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo; Lewis Woodal 956-724-7383

4 State how long under has the business been in its present business name

April 2000

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.

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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.

11 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

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)

Lewis Woodal

16 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

a) Heavy Duty Trucks FY19-036
b) Various City of Laredo Departments

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Rush Truck Centers of Texas dba Rush Truck Center, Laredo

18 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

It applies to my business

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.

See attachment

20 **Question 5. List any individuals or entitites 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

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. Discloure of Conflict of Interest**

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

I am not aware of any conflict of interest

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 Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

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) Lewis Woodal 2) General Mgr. 3) Rush Truck Center, Laredo 4) 2/08/19
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. 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 HAND DELIVERED 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 by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications. (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract. (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order. (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale". (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers. (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid. 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications. 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled. 11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042. (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

40 **Addendum**

Addendum Requires Acknowledgement

Acknowledge

Bid Lines

1 **Package Header**

Section I – Road Construction Sweeper

Quantity: 1 UOM: EA **No Bid**

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

1.1 Purchase Price- Road Construction Sweeper
as per Specifications – 19.0

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

2 Package Header

Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $534,770.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

2.1 Purchase Price- Dump Truck Cab & Chassis
as per Specifications – 20.1

Quantity: 5 UOM: EA Price: $106,954.00 Total: $534,770.00

Supplier Notes: Peterbilt 348, 2019, Estimated Time of Delivery: 60-90 days

3 Package Header

Section IIB– 12-14 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA Total: $107,970.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

3.1 Purchase Price- 12-14 Yard Dump (Body)
as per Specifications – 20.2

Quantity: 5 UOM: EA Price: $21,594.00 Total: $107,970.00

Supplier Notes: Maverick (Ox Bodies), 2019, Estimated Time of Delivery: 30 days after chassis arrival

4 Package Header

Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Cab & Chassis)

Quantity: 1 UOM: EA Total: $255,050.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

4.1 Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis)
as per Specifications – 21.1

Quantity: 2 UOM: EA Price: $127,525.00 Total: $255,050.00

Supplier Notes: Peterbilt 567, 2019, Estimated Time of Delivery: 30-60 days

5 Package Header

Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Body)

Quantity: 1 UOM: EA Total: $51,900.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

5.1 Purchase Price- 27 Cubic Yard Dump Trailer (Body)
as per Specifications – 21.2

Quantity: 1 UOM: EA Price: $51,900.00 Total: $51,900.00

Supplier Notes: Vantage Alum End dump, 2019, Estimated Time of Delivery: 45 days

6 Package Header

Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)

Quantity: 1 UOM: EA Total: $115,404.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

6.1 Purchase Price- Truck Tractor (Cab & Chassis)
as per Specifications – 22.1

Quantity: 1 UOM: EA Price: $115,404.00 Total: $115,404.00

Supplier Notes: Peterbilt 348, 2019, Estimated Time of Delivery: 45 days

7 Package Header

Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)

Quantity: 1 UOM: EA Total: $43,066.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

7.1 Purchase Price- Roll-Off Trailer Hoist (Body)
as per Specifications – 22.2

Quantity: 1 UOM: EA Price: $43,066.00 Total: $43,066.00

Supplier Notes: G&H Model 1560, 2019, Estimated Time of Delivery: 60 days

8 Package Header

Section VA– Camel 1200 Combination Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $130,697.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

8.1 Purchase Price- Camel 1200 Combination Truck (Cab & Chassis)
as per Specifications – 23.1

Quantity: 1 UOM: EA Price: $130,697.00 Total: $130,697.00

Supplier Notes: Peterbilt 365 or 567, 2019, Estimated Time of Delivery: 160 days

9 Package Header

Section VB– Camel 1200 Combination Truck (Body)

Quantity: 1 UOM: EA Total: $251,385.85

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

9.1 Purchase Price- Combination Sewer Cleaner (Body)
as per Specifications – 23.2

Quantity: 1 UOM: EA Price: $251,385.85 Total: $251,385.85

Supplier Notes: **Price is Base Specs** Alternative price with additional options: $269,605.79 Camel 1200/12 yd, 2019, Estimated Time of Delivery: 90 days

10 Package Header

Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)

Quantity: 1 UOM: EA Total: $106,954.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

10.1 Purchase Price- Dump Truck Cab & Chassis
as per Specifications – 24.1

Quantity: 1 UOM: EA Price: $106,954.00 Total: $106,954.00

Supplier Notes: **Price is Model 348** Model 567 price is $127,525 Peterbilt 348/Peterbilt 567, 2019, Estimated Time of Delivery: 30-60 days

1
1

Package Header

Section VIB– 14-16 Cubic Yard Dump Truck (Body)

Quantity: 1 UOM: EA Total: $22,414.00

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

11.1 Purchase Price- 14-16 Yard Dump (Body)
as per Specifications – 24.2

Quantity: 1 UOM: EA Price: $22,414.00 Total: $22,414.00

Supplier Notes: Maverick, 2019, Estimated Time of Delivery: 90 days

Response Total: $1,619,610.85

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

#1

HEAVY DUTY TRUCKS
VARIOUS DEPARTMENTS

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 the purchase of heavy duty trucks for various City of Laredo Departments.

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 held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Duty Trucks – Various City of Laredo Departments
FY19-036

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

February 7, 2019

Addendum No. 1

Ref: Bid: **Heavy Duty Trucks – Various City of Laredo Departments**
FY19-036
Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following **modifications to the Bid:**

On **page 13** modification of specification 20.1
Addition of Vertical Exhaust specification.

On **page 20** modification of specification 24.1
Addition of Vertical Exhaust specification.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

* Acknowledgement of Addendum #1 _____
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of heavy duty trucks for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 19, 2019** and all bids received will be **opened** and read publicly on **February 20, 2019 at 3:00 PM.**

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FY19-036

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Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 25th DAY OF JANUARY 2019.

for: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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 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 its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Heavy Duty Trucks
Various City of Laredo Departments

15.0 Scope of Work

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 the purchase of heavy duty trucks for various City of Laredo Departments. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department Point of Contact:

Contact	Phone#	Email
Ron W. Miller	(956) 727-6450	rmiller@ci.laredo.tx.us

15.1 All questions for this bid shall be submitted in writing or by email no later than, February 5, 2019 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

15.2 All heavy duty equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 Contract Provisions

16.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

16.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

16.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.4 TAX, TITLE, AND LICENSE: All equipment purchase prices shall exclude tax, title, and license fees.

17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: Rush Truck Center

Address: 10216 Union Pacific Laredo TX 78045

Phone Number: (956) 724 7383

Service Manager: Juan Garza

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 Road Construction Sweeper Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Broce Broom RCT-350 Sweeper or Equivalent

19.1 Minimum specifications

Engine, Diesel	85 HP, Turbo Charged Cummins USA, Tier 4 Final
Transmission	Sauer-Danfoss Hydrostatic Pump and Motor Coupled to a 2-Speed Gearbox with Neutral Shift for Towing, Low Gear 13 MPH, High Gear 34 MPH
Roll Over Certification	Certified Roll over Structure & Canopy with ISO3471
Main Frame	All Welded 6" Channel, Heavy Structural Steel w/ Gussets at Stress Points
Bumpers	6" Rectangular Tubing on Front & Rear Bumpers
Weight	5,000 lbs.
Overall Length	172"
Overall Width	96"
Overall Height	102"
Inside Turning Radius	13'
Brakes	Equipped w/Dual Master Cylinder, Four Wheel Hydraulic Self Adjusting on Rear & Disc on Front, Mechanical Parking Brk
Brush Core	8' all Steel Welded Construction
Brush Filter	10" x 32" Wafers - Prostran
Sweeping Width	96"
Brush Drive	Direct Drive Motor enclosed in Core, 192 RPM under Load
Core Cover	140 degrees 14 Gauge Steel with Rock Deflector
Swing Frame	Mounted on 9 Heavy Duty Sealed Ball Bearings
Sweeping Angle	45 Degrees L/R

Broom Controls	Single Lever Joystick Control Valve w/ Adj. Down Pressure and Float Position
Hydraulic Tank Capacity	27 US Gallons w/100 Mesh Suction Strainer
Operating Pressure	3,000 PSI
Pump Capacity	26 GPM at 2600 RPM
Filter	2 – 10 Micron Replaceable Element (suction & return)
Front Axle	HD Oscillating w/ Disc Brakes
Rear Axle	Dana HD Truck Type w/ Drum Brakes
Wheels	6 x 16 – 6 Bolt on 5 ½ Centers
Tires	LT225/75R/16, 10 Ply
Steering	Orbital Type Power Steering
Seats	Padded Seat w/ Arm Rest & Seat Belts (ISO 6683)
Optional Equipment	150 Gallon Water Sprinkling System w/ Poly Tank Tilt & Telescoping 7 ½' Scraper Blade Light Group – Turn Signals, Warning Lights, Halogen Head & Tail Lights Rear Work Lights, Strobe Light Extension Air Cleaner Stack Spare Tire w/ mount Enclosed Cab w/Safety Glass & Wiper Cab Heater, Defroster, A/C Front Windshield Wiper Hydraulic Temp. Gauge Military Tow Hitch w/ chains 96" Poly Tube Broom Curb & Gutter Brush
Instruments & Controls	Water Temperature, Oil Pressure, Volt Meter, Tachometer, Hour Meter, Fuel Gauge, Reverse Alarm, Rear View Mirror, Controls for Broom Drive, Core Angling, Core Height, Electric Core Lock, Engine Throttle, Brakes, Directional Control, Parking Brake w/ Engaging Light, Traffic Horn

20.0 [redacted]
The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer [redacted]4 yard dump trucks (6x4).

20.1 Chassis Minimum Specifications Diesel Powered
Conventional Cab with end dump body. Current EPA Compliant.

Description	Minimum Requirements
Engine: Cummins or Equal Approx. HP/TQ	350 HP @ 2000 RPM/, 1000 lb-ft Torque @ 1400 RPM w/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph W/Cruise Control -Approx.
Automatic Transmission	Allison 3500 RDS-P Rugged Duty Service 6-Speed or Equivalent
GVWR	54,000 lb. Minimum
Front Axle	14,600# Dana Spicer W/Shocks or Equivalent
Steering	Power Steering

Rear Axle	40,000# Dana Spicer Tandem , 40,000# Hub Rating or Equivalent
RR Axle Ratio	Approx. 6.17
Front Tires	11R x 22.5 16 Ply
Rear Tires	11Rx 22.5 16 Ply
Steel Wheels	22.5 x 8.25 Front & Rear
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single or Dual
Cab	Severe Service w/Air conditioner, Integral Heater/Defroster
Steering Column	Adjustable/Tilting
Gauges	Fuel, DEF, Temperature, Primary and Secondary Air Pressure, Alt, Oil Pressure, Trans Oil, Engine Coolant Temperature, Auto Transmission, etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Misc	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White W/Grey or Black Interior

20.2 Dump Body Specifications 14 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	14ft. Ox Bodies Brand or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	8" x 2" Rec. Tubing
Cross Members	12" Centers, 1.5x3 Tubing
Controls	Tailgate, Air
Floor	3/16" Hardox-400 Or Equivalent
Pump	Permco Air Shift
Cylinder	Muncie 74135
Gate/Cab	56" Front Gate 10 Ga. Cab Ht. 76"
Cab Shield	24" Narrow & Center
Tailgate	50" 3/16" Plate
Hoist	Double Arm 10" W/3" #80 Pipe Extra Heavy
Controls	Cable/Pump/Elec./Hyd./PTO
Tarp	Aluminum Arms Semi Auto. Vinyl
Boards	8" Wood
Attachment	50 Ton PINTLE Hook W/7-Way Connector, Air/Electric Brake Controller
Paint	Light Blue
Warranty Center	Warranty Center Must Be Located within 25 Miles from the City of Laredo Fleet Shop

21.0 27 Cu. Yd. Truck Tractor for Aluminum End Dump Trailer

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer Peterbilt 367 Tractor with 27' Aluminum End Dump or equivalent.

21.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab for Aluminum End Dump Body. Current EPA Compliant.

Description	Minimum Requirements
Engine Cummins X15 450 HP or equivalent	450 HP with Engine Protection Shutdown/Idle Shutdown Carb Engine Idling Compliance, Timer for Impending Shutdown
Frame	10 ¾" Steel Rails to 354", 3/8" Rail Thickness, HD Iron Front Spring Brackets
Transmission	Eaton FRO16210C 10-Speed, Oil-to-Water Cooler, Internal Pump
GVWR	80,000 lbs.
Front Axle	Minimum 12,000 lb. Dana Spicer w/Shocks, 3.5" Drop Taper Leaf Springs
Rear Axle	40,000 lb. Dana Spicer DSP41, PHP10 Aluminum Preset Hubs, Long Stroke Parking Brakes
RR Axle Ratio	3.55 or equivalent
Front Tires	11R22.5, 16-Ply
Rear Tires	11R22.5, 16-Ply
Wheels	Front: Alcoa 985657, 22.5 x 8.25 Clean Buff ALM, Severe Service; Rear: Acc Steal Armor 28827PD, 22.5 x 8.25 Heavy Duty
Air Cleaner	Bendix AD-IS DP Air Dryer w/ Heater & Coalescing Filter; Extended Purge Pull Cords all Air Tanks
Fuel Tank	26" Aluminum 80 Gal. Fuel Tank LH BOC
Cab	Aluminum Cab 123" BBC Fiberglass Hood SFFA w/ Polished Crown & Spring Tilt Assist; Severe Service Cab Package; w/o Sleeper
Steering Column	Adjustable Steering Column; Tilt/Telescope Steering Wheel
Gauges	Instrument Package Graphics Display
Mirrors	(2) Convex 8" SS Mirror, Center Mounted Under Mirror BRKT; includes Dual Door Stops
Air Horn	(2) Air Horns 24.5" Chrome – Round including Polished Horn Shields
Radio	Standard Speaker Package for Cab: (2) Speakers Concert class w/o CD, includes BT Phone & Audio, AM/FM, WB, USB and MP3
Fire Extinguisher	Compliant
Cab Ext/Interior	White w Grey or Black Interior

21.2 Minimum Specifications for a Vantage Trailer Model 91, 27'Aluminum End Dump Trailer or equivalent.

Description	Minimum Requirements
Length	27'
Side Height	54"
Width	91"
Wall	Polish Sheet Finish; Tapered Body
Floor	.188 Floor, 14" Crossmember Spacing .16" Sidewalls
Frame	SHRQ Steel Half Round Quarter Frame End Dump Trailer
Body	Tapered Body Standard Flat Nose Steps on Nose Steps Roadside Rear at Front Axel In & Out Rear Fenders (As required by width) Lights – LED, Center Mount Turn Signals Conspicuity Tape on Lower Side Rail/Tailgate Steel Parts Painted Black
Axles and Suspension	Meritor Standard – Tandem Closed Tandem HP Spindle – Standard Tandem Air Brakes ABS System – 4S-2M Anti-Skid Hubs/Drums – Meritor Lite (Standard Tandem)
Tires and Wheels	Tires: 11R22.5 Wheels: Outside Polished Wheels (Inner Standard Mill)
Landing Gear	Aluminum Draft Arms w/ Alum Drop Legs Aluminum Drop Legs – Standard
Gate	Top Hinged Watertight Tailgate Seal Gate Locks Standard Gate
Liner	¼" – 3/8" Quicksilver Floor Liner
Tarp System	Shur-Co Trap Roll Manual Tarp (Vinyl) Side to Side When closed, Handle Roadside Color Black Bows – Steel Caps/Flaps – Vinyl Nose Cap, Tail Cap
Other Options	Hydraulic Hose, PSI System, Air/Electric Controls, Backup Lights, Center Rib Lights

22.0 Truck Tractor with Chassis for Roll-Off Trailer Hoist

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer Peterbilt 348 Roll-Off Trailer Master, G & Manufacturing Model 1560 Roll-Off Hoist, or equivalent.

22.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab & Chassis. Current EPA Compliant.

Description	Minimum Requirements
Engine Cummins, Paccar PX-9, 350 HP or equivalent	Minimum 350 HP with Engine Protection Shutdown/Idle Shutdown Carb Engine Idling Compliance, Timer for Impending Shutdown
Frame	10 5/8" Steel Rails to 326-384", 5/16" Rail Thickness, Full Steel Inner Liner, Use w/ 10 ½", 10 ¾", 10 5/8" Rails, 3-Piece Cross members
Automatic Transmission	Minimum Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series, 6-Speed Configuration, TC-419 Torque Converter, 1760 HD Driveline
GVWR	60,000 lbs.
Front Axle	Dana Spicer D2000F 20,000 lb. Shocks, 3.5" Drop Taper Leaf Springs
Rear Axle	Dana Spicer DSP41 40,000 lb. Shocks, Standard Stroke Parking Brakes, Refuse Service Brakes, Steer and Drive Axles
Wheelbase for Roll-off	256"
RR Axle Ratio	Ratio 5.57 Rear Axle or equivalent
Front Tires	315/80R22.5, 20-Ply
Rear Tires	11R22.5, 16-Ply, Rear Tire Quantity: 8
Wheels	Front: Steel Wheels Rear: Steel Wheels
Air & Trailer Equipment	Bendix AD-IS DP Air Dryer w/ Heater & Coalescing Filter; Extended Purge Nylon Chassis Hose, Steel Painted Air Tanks, Polish Alum Air Tanks outside rails, A & E Connection EOF w/7-way socket
Fuel Tank	23" Aluminum 70 Gal. Fuel Tank LH U/C
Cab	Aluminum Cab 108" Metton Hood w/ Bright Finish Crown & Spring Tilt Assist, Severe Service Cab Package, HVAC, etc.
Steering Column	Adjustable Steering Column; Tilt/Telescope Steering Wheel
Mirrors	(2) Convex 8" SS Mirror, Center Mounted Under Mirror BRKT; includes Dual Door Stops
Air Horn	(2) Air Horns 24.5" Chrome – Round including Polished Horn Shields
Radio	Standard Speaker Package for Cab: (2) Speakers Concert class w/o CD, includes BT Phone & Audio, AM/FM, WB, USB and MP3
Fire Extinguisher	Compliant
Miscellaneous	Backup Alarm, Fire Extinguisher (cab mounted), etc.
Cab Ext/Interior	White w/Grey or Black Interior

22.2 Minimum Specification for G & H Manufacturing Model 1560 Roll-Off Trailer Hoist or Equivalent

Description	Minimum Requirements
Standard Equipment to include:	Model 1560 - 60,000 lb. hoist with 6" Reeving & Tilt Cylinders (all interchangeable) Hose ISO 18752 Steel Tubing (4" x 10" x ½") 40 Gallon Side Mount Hydraulic Oil Tank Oil System Filter Grease Fittings at all Wear Points Air Shift PTO w/ Direct Mount Pump (Mfr. Warranty only) Automatic Front Container Latch, Safety Prop Fixed Bumper Ratchet Tie Downs Conspicuity Tape Hoist Up Alarm Poly Fenders Seal Beam Lights Quick Change Rear Roller Sheaves w/ Aluminum Bronze Bushings Side Rollers w/ Aluminum Bronze Bushings Rails 22" Long Outside Rails – 35 ½" wide
Options	Pioneer Tarper 4500RP (Raised Gantry) Inside Air Controls (Dual Lever) Hot Shift PTO (Mfr. Warranty only) 36" Steel Tool Box LED Lights (Tail, Signal, Side Markers) ICC Floating/Gravity Bumper Container Support Brackets (Rail Helpers) Backup Alarm Pintle Hook w/ Hydraulics *Tractor Truck to have Trailer Package Factory Installed at Rear of Chassis

23.0 Camel 1200 Combination Truck

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer Peterbilt 365 Tractor with Camel – 1200EJ Model Truck Mounted Combination High Pressure Jet/ Vacuum Machine 12 Cubic Yard/1500 Gallon Ejector Type Debris Body or equivalent.

23.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with Camel 1200 EJ Model Truck Mounted Combination High Pressure Jet/Vacuum Machine 12 Cubic Yard/1500 Gallon Ejector Type Debris Body. Current EPA Compliant.

Description	Minimum Requirements
Engine Paccar PX-9 or equivalent	370 HP@1900 GOV@2100 1250@1400 Engine Idle Shutdown Timer Disabled, Enable EIST Ambient Temp Overrule, Carb Engine Idling Compliance, Engine Protection Shutdown, High Efficiency Cooling System

Base Model	Model 365, Tanker – Liquid Bulk, Vacuum
Frame	10 ¾" Steel Rails, Full Steel Inner Liner, FEPTO Provisions
Transmission	Allison 3000 RDS-P Transmission, Gen 5, 1760 HD Driveline, 3 Midship Bearings, , Allison 6-Speed Configuration, Close Ratio Gears, Dash Mounted Push Button Shifter
GVWR	60,000 lbs.
Front Axle	Dana Spicer D2000F 20,000 lb., 3.5" Drop Taper Leaf Springs, Shocks 20,000 lb.
Steering	Power Steering TRW TAS65 Dual, Power Steering Reservoir Frame Mounted w/ Cooler, PHP 10 Iron Preset PLUS Hubs, Greasable Front Spring Pins, Bendix Air Cam Front Drum Brakes 16.5x6, Gusseted Cam Brackets, Steer Axle
Rear Axle	Dana Spicer DSP41, 40,000 lb., PHP10 Aluminum Preset PLUS Hubs, Standard Stoke Parking Brakes, Veeder Root Hubodometer, Miles, Bear Brake Camshaft Reinforcement, Lube Pump, Drive Axle(s), SBM Valve, Anti-Lock Braking System (ABS) 4S4M, Synthetic Axle Lubricant All Axles, Bendix Air Cam Rear Drum Brakes 16.5x7
RR Axle Ratio	5.29
Front Tires	425/65R22.5, 20-Ply, Goodyear
Rear Tires	11R22.5, 16-Ply, Goodyear
Wheels	Front: Alcoa 823627, 22.5 x 12.25 Clean Buff ALM, Severe Service; Rear: Accur Steel Armor 50291PK, 22.5 x 8.25 Heavy Duty, Two Hand Holes, Code-rear Rim Qty. 8
Fuel Tank	26" Aluminum 80 Gal. Fuel Tank LH BOC
Cab	Aluminum Cab 115" BBC Fiberglass Hood SBFA w/ Polished Crown & Spring Tilt Assist; Severe Service Cab Package; w/o Sleeper, Thermal Insulation Package in Cab
Steering Column	Adjustable Steering Column; Tilt/Telescope Steering Wheel
Gauges	Main Instrumentation Panel, Graphics Display
Mirrors	Stainless Steel Mirrors 7x16 w/ Heat Element, (2) Convex 8" SS Mirrors, Polished Lower Mirror Bracket Covers
Air Horn	(1) Air Horns 15" Painted – Mounted under cab
Radio	Standard Speaker Package for Cab: (2) Speakers Concert class w/o CD, includes BT Phone & Audio, AM/FM, WB, USB and MP3
Fire Extinguisher	Compliant
Cab Ext/Interior	Gray or Black Interior

23.2 Minimum Specifications for Ejector Type Camel 1200 / 12 yd. (9.2 m) Combination Sewer Cleaner or equivalent

Description	Minimum Requirements
Water Storage Tanks	1,500 Gallon Minimum Usable Capacity Divided into 6 – 250 Gallon Water Storage Saddle Tanks. Water Storage Saddle Tanks mounted no Lower than Chassis Frame Rails Rotational Molded Non-Cross Linked Polyethylene Construction with Ultraviolet Stabilizer & Minimum ¼" Thick Wall Repairable Type. Bottom of Tank protected by ¼" Steel Tank to Pump Suction Shut-Off Valve w/ Cast Iron, "Y" Type Strainer w/ Stainless Steel Filter Element. Minimum 5" Air Gap on Fill Tube
ECO Water Pump	Double acting, Single Piston Hydraulic Powered Water Pump with 1:1 Oil to Water Ratio. Rated Design Capacity of 100 GPM and 3,000 PSI Continuous Duty Hydraulic and Water Pump Sized to Produce 80 GPM @ 2500 PSI Water Wash Down System with Pressure Regulated from 0 to 2000 PSI Available at Handgun.
Vacuum System	Vacuum Pump Rotary Lobe Positive Displacement "Roots Type" Equipped w/ High Efficiency Exhaust Silencer Vacuum Pump Shall Produce 4500 CFM and 18" Hg Roots Model 824RCS Vacuum Pump
Debris Body – Ejector Unloading & Compaction Dewatering System	Minimum Volumetric Capacity of 12 CY Designed to withstand 360" of Water Vacuum Cylindrical-Shaped Body Constructed of Abrasion & Corrosion Resistant ¼" Exten Steel, w/ a yield Strength of 50000 PSI and Tensile Strength of 70000 PSI. Hydraulic Powered Open and Close, Full Height and Width Flat Rear Door w/ Self Compensating, Double Lipped Neoprene Seal on Door. Debris Level Indicator, Ejector Plate Unloading System 24" Raise, Remote Control Dumping & Truck Mounted Controls, 5" Diameter Front Body Drain. Rear Splash Shield.
Hose & Reel	270° Manual Rotation (Front Mounted at Center of Unit) 18" Hydraulic Extension Reel Minimum Capacity of 1000' of 1" Hose or 600' of 1 ¼" Hose 1 ¼" Plumbing from Water Pump to Reel Core 800' of 1" Diameter Plastic Sewer Cleaner Hose w/ 2500 PSI, Working, 6250 PSI Burst Pressure Rating Minimum.
Power Boom	8" Vacuum System w/ HD Channel-Reinforced Elbow Boom Reach of 26' from Centerline of Unit, 217° Hydraulic Worm Gear Rotation, Lockable in any position, 21' (44°) Vertical Lift, and 4' (9°) Downward Pivot from Rotational Position. 8' Hydraulic Boom Extension
Front-Mounted Control Panel	7" Color Digital Display Operation screen w/ Advanced Diagnostic and Trouble-Shooting Capabilities. 8 Button Sealed Keypad for Vacuum Mode/Dump Mode, Vacuum Pump Engagement, Vent Door, Vacuum Booster, Wastewater Recycling, Winter Recirculation, Boom & Work Lights. Vacuum Increase/Decrease Dial Water Pressure & Flow Dial Emergency Stop LED Panel Lights
Miscellaneous	Three (3) Lockable Diamond Plate Alum. Toolboxes, (2) 18"x18"x48" Frame

	Mounted, Passenger Side & (1) 22"x14"x60" Frame Mounted, Driver Side. Urethane Paint – White Warranty: (Defects on Materials and Workmanship) Minimum one (1) Year on Sewer/Catch Basin Cleaner Minimum Ten (10) Years on Debris & Water Tank Lifetime Rust-Through and Corrosion on Water Tanks Minimum three (3) Years on Single Piston Water Pump

24.0 14-16 Yard Dump Truck Cab and Chassis

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer 16 Cubic Yard Dump Truck (6x4).

24.1 Chassis Minimum Specifications Diesel Powered

Conventional Cab with end dump body. Current EPA Compliant.

Description	Minimum Requirements
Engine Cummins X15 485HP/1650TQ or Equivalent	485HP @ 1950 RPM/1650ft-lb @ 1150 RPM w/Engine Protection Shutdown/Idle Shutdown
Speed Limit	Maximum 67 To 69 Mph w/Cruise Control - Approx.
Automatic Transmission	Allison 4500 RDS-P Rugged Duty Service 5-Speed overdrive, PTO Provision, Less Retarder, Including Oil Level Sensor, On/Off Highway Omit Item (Clutch & Control) or Equivalent
GVWR	58,000# To 60,000#
Front Axle	18,000# Dana Spicer w/Shocks or Equivalent
Steering	Power
Rear Axle	40,000# Meritor MT-040-14X-4DER,Tandem w/Driver Controlled Locking Differential or Equivalent
RR Axle Ratio	Approx. 4.33
Front Tires	385/65R 22.5 Load Range J MSA (Goodyear or Equal)
Rear Tires	11RX22.5 Load Range H G751 MSA (Goodyear or Equal)
Wheels	Front Disc 22.5 x 9.00 Aluminum 10 Stud; Rear Dual Disc, 22.5 x 8.25 Rims Powder Coat steel 10 Stud
Air Cleaner	Extra Heavy Duty Dry Type
Fuel Tank	100 Gal Aluminum Single Or Dual
Cab	Severe Service Air conditioning, Integral Heating/Defroster
Steering Column	Adjustable/Tilting
Gauges	Fuel, DEF, Temperature, Primary and Secondary Air Pressure, Alt, Oil Pressure, Trans Oil, Engine Coolant Temperature, Auto Transmission, Etc.
Mirrors	Stainless Steel 7"X16" Convex Mirror OVRT RH Door (2) 8" SS Mirror
Air Horn	24.5 Chrome/Round W/Polished Horn Shield
Radio	AM/FM/CD
Wipers	Electric Intermittent
Fire Extinguisher	Compliant
Miscellaneous	Cigar Lighter/Ashtray, Triangle Reflector Kit, Backup Alarm
Cab Ext/Interior	White w/Grey or Black Interior

24.2 Dump Body Specifications 16 Cu. Yd.

Description	Minimum Requirements
Steel End Dump Body	16ft. Warren FLS or Equivalent
Tank	Front Mount Rear Hinge
Sides	42" 10 Ga. Steel Ribbed, Slanted Back
Main Frame	7" Structural Channel
Cross Members	4" Structural Channel 12" C/L
Controls	Tailgate, Air
Floor	3/16" Hardox-AR450 Or Equivalent
Cylinder	Muncie 74135
Gate/Cab	48" Front Gate
Cab Shield	24" Narrow & Center to Fit Truck
Tailgate	48" 3/16" Plate
Hoist	Front Telescopic
Controls	Full Air Controls
Pump	Permco Air Shift
P.T.O.	Muncie or Equivalent
Tarp	Aluminum Arms Donovan or Equivalent
Boards	3/16" Formed Steel
Attachment	50 Ton PINTLE Hook W/7-Way Connector, Air/Electric Brake Controller
Paint	Light Blue
Warranty Center	Warranty Center Must Be Located within 25 miles from the City of Laredo Fleet Shop

25.0 Technical Training

After delivery of the specified equipment to the Fleet Department, a factory technician with experience in the application of all requested equipment shall provide training to instruct the City of Laredo personnel in the use, operation and maintenance of the requested equipment. An additional follow-up visit shall be mutually arranged within one year of equipment acceptance.

26.0 Manuals & Parts

Two (2) service, parts and troubleshooting manuals will be provided with each machine. The manuals will include all systems schematics and specific component literature. The manufacturer will maintain an inventory of common machine parts used on the specified unit.

26.1 All parts shall be identical to the in-place installed parts used in the construction of the requested equipment. Spare parts furnished shall not exempt from warranty any of the component installed items. In addition, the spare parts listed above shall be warranted the same as the installed items.

27.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications and shall 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.

27.1 The City of Laredo reserves the right to purchase additional heavy duty trucks within a 90 day period after award of contract.

28.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

29.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo

Signature of person authorized to sign bid [signature] Date 02/08/2019

Print Name of person authorized to sign bid Lewis Woodul

Title: General Manager

Business Address: 10216 Union Pacific Blvd

City, State, Zip Code: Laredo TX 78045

Telephone Number: 956-724-7383 Fax Number: 956-717-1709

Contact Person Email Address: martinezclar@rushenterprises.com

Federal Tax ID Number: 74-2786264

Bidders Principal/Corporate Place of Business Address: 10216 Union Pacific

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: limited Partnership

If other state business status: _____

State how long under its present business name: April 2000

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

30.0 Tab B Price Schedule

30.1 Section I – Road Construction Sweeper

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Road Construction Sweeper as per Specifications – 19.0	1	$	$

Make and Model: N/A

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

30.2 Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Dump Truck Cab & Chassis as per Specifications – 20.1	5	$106,954	$534,770

Make and Model: Peterbilt 348

Model Year: 2019

Estimated Time of Delivery: 60-90 Days

**** The quantities are estimates and are based on the best available information***

30.3 Section IIB– 12-14 Cubic Yard Dump Truck (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 12-14 Yard Dump (Body) as per Specifications – 20.2	5	$21,594	$107,970

Make and Model: Maverick (Ox Bodies)

Model Year: 2019

Estimated Time of Delivery: 30 days after chas~~Days~~sis arrival

**** The quantities are estimates and are based on the best available information***

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*2/18/2019*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Laredo*		
End User Contact:	***Beto Ramirez***	Phone/Fax	*(956) 727-5400*
Product Description:	***Peterbilt 348-12/14 Yd Dump Bed***		

A: Base Price in Bid/Proposal Number:	521-16			Series:		**348**	$ 73,656.00
B: Published Options(*Itemize Below*)							
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION		AMOUNT
Peterbilt	Full Steel Inner Liner	$ 1,236.00		RTC-0051	21 Pt. Rush Care Inspection		$ 1,236.00
Peterbilt	Dana Spicer 20,000/Taper Leaf Springs 20K	$ 2,768.00		RTC-0006	Dump Body		$ 22,425.00
Peterbilt	Dana Spicer DSP 41 40,000/Air Trac 40,000	$ 10,466.00					
Peterbilt	Paccar PX-9 350@2000 GOV@2200 Class C Brake By Jacobs	$ 5,734.00					
Peterbilt	Allison 3000 RDS-P Transmission	$ 9,833.00					
Peterbilt	Alcoa Aluminum Wheels & GY 14PLY 11R22.5	$ 3,020.00					
Subtotal Column 1:	$ 33,057.00			Subtotal Column 2:	$ 23,661.00		
Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)							$ 56,718.00
C: Subtotal of A + B							$ 130,374.00
D: Non Published Options							
TBEI 12/14 Yd Dump Bed with Options	$ (831.00)						
Subtotal Column 1:	$ (831.00)			Subtotal Column 2:	$ -		
Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)							$ (831.00)
E: Contract Price Adjustment (*If any, explain here*)							
Multi Unit Discount							$ (995.00)
F: Total of C + D +/- E							$ 128,548.00
G: Quantity ordered Units:	5.00	x F					$ 642,740.00
H: BUYBOARD Administrative Fee							$ -
I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)							
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)							$ 642,740.00

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UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT:	20,000.00 LBS		
GAWR FIRST INTER	20,000.00 LBS	SECOND INTER	20,000.00 LBS
GAWR REAR:	0.00 LBS		
GVWR:	60,000.00 LBS		

CODE	DESCRIPTION	PUB CD		WEIGHT
	BASE MODEL			
0003481	MODEL 348 MEDIUM DUTY	P		
0200700	NOT APPLICABLE	P		
	SECONDARY MANUFACTURER			
N0201	0200699 SPARTAN CALIFORNIA			
	FRAME AND EQUIPMENT			
0515010	10-5/8" STEEL RAILS 326-384"	P		236
	5/16" RAIL THICKNESS			
0599990	FRAME APPROVED	U	0	0
N0550	* FRAME APPROVED PER ATK *			
0601500	FULL STEEL INNER LINER	P		697
	USE W/10-1/2, 10-3/4, 10-5/8" RAILS			
0612230	CUSTOM WHEELBASE OR OVERHANG	P	365	0
0613090	THREE-PIECE CROSSMEMBERS	P	0	0
0644090	EOF SQUARE WITHOUT XMBR	P	0	0
	USE WITH BODY BUILDER INSTALLED XMBR			
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0	0
	FRONT AXLE AND EQUIPMENT			
1011360	DANA SPICER D2000F 20,000 LB, 3.5" DROP	P		152
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LB	P		190
1243050	POWER STEERING SHEPPARD HD94 DUAL	P		79
1250250	POWER STEERING RESERVOIR, FRAME MOUNTED W/COOLER	P		2
1353545	PHP10 ALUMINUM PRESET HUBS	P	0	0
1380270	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6	P	102	0
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P	24	0
	REAR AXLE AND EQUIPMENT			
1523300	DANA SPICER DSP41 40,000 LB	P		
1616360	PHP10 ALUMINUM PRESET HUBS	P	111	
1631310	STANDARD STROKE PARKING BRAKES	P	0	0
1680440	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	P	252	0
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	91	9
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	24	2
1680500	SBM VALVE	P	0	0
1680950	STABILITY SYSTEM NOT SELECTED OR NOT AVAILABLE	P	0	0
1682430	ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P	0	0

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UNIT TYPE 2

CODE	DESCRIPTION	PUB CD		WEIGHT
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P	0	0
1687348	TANDEM DRIVE AXLE (MODEL 348)	P	0	0
1705570	RATIO 5.57 REAR AXLE	P	0	0
1821800	PETERBILT AIR TRAC 40,000 LBS, 52" AS LIGHT WEIGHT	P		496
1920385	AIR SPRINGS, INTERNAL BUMPERS AIR TRAC/AIR LEAF SUSPENSIONS	P	52	0
1922260	DASH MTD DUMP SWITCH WITH INDICATOR LIGHT FOR SUSPENSION	P	34	2
	ENGINE AND ENGINE EQUIPMENT			
2074506	PACCAR PX-9 350@2000 GOV@2200 1000@1400 PRODUCTIVITY (2017 EMISSIONS)	P		0
2091305	ENGINE IDLE SHUTDOWN TIMER ENABLED	P	0	0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P	0	0
2091372	EFF EIST NA EXPIRATION MILES	P	0	0
2091640	EFFECTIVE VSL SETTING NA	P	0	0
2140200	CARB ENGINE IDLING COMPLIANCE	P	0	0
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N2133	N207 0.....EXPIRATION DISTANCE (N207)			
N2134	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
N2135	P001 73....MAXIMUM ACCELERATOR PEDAL VE			
N2137	P059 73....MAXIMUM CRUISE SPEED (P059)			
N2140	N203 252...RESERVE SPEED FUNCTION RESET			
N2141	N202 0.....MAXIMUM CYCLE DISTANCE (N202			
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
N2143	N201 0.....RESERVE SPEED LIMIT OFFSET (			
N2144	P015 NO....ENGINE PROTECTION SHUTDOWN (			
N2145	P026 NO....GEAR DOWN PROTECTION (P026)			
N2146	P046 1400..MAX PTO SPEED (P046)			
N2147	P062 NO....CRUISE CONTROL AUTO RESUME (			
N2148	P068 NO....AUTO ENGINE BRAKE IN CRUISE			
N2150	N209 0.....EXPIRATION DISTANCE (N209)			
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	P030 5.....TIMER SETTING (P030)			
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	P234 60....TIMER FOR IMPENDING SHUTDOWN			
N2155	P516 35....ENGINE LOAD THRESHOLD (P516)			
N2157	P031 NO....IDLE SHUTDOWN MANUAL OVERRUL			
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	P172 40....LOW AMBIENT TEMPERATURE THRE			
N2162	P173 60....INTERMEDIATE AMBIENT TEMPERA			
N2163	P171 80....HIGH AMBIENT TEMPERATURE THR			
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P	0	0
2522050	PACCAR STARTER 12V	P	0	0
2538030	2 PACCAR PREMIUM 12V STARTING BATTERIES, 2000 CCA	P	0	0
2539740	KISSLING BATTERY DISCONNECT SWITCH MOUNTED ON BATTERY BOX 2/21/13: R-220 PER ASAP OMD (FJJ)	P	182	2

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UNIT TYPE 2

CODE	DESCRIPTION	PUB CD		WEIGHT
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	370	0
2723210	18.7 CFM AIR COMPRESSOR N/A X15	P	0	0
2812140	C-BRAKE BY JACOBS, PX-9	P		90
2921160	SPIN-ON FUEL/WATER SEPARATOR	P	0	0
2921210	NO FLUID HEAT OPTION FOR FUEL FILTER	P	0	0
2921310	NO ELECTRIC HEAT OPTION FOR FUEL FILTER	P	0	0
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL	P	4	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3211120	RADIAL SEAL, DRY TYPE AIR CLEANER FRONTAL AIR INTAKE	P	0	0
3365270	EXHAUST SINGLE RH SIDE OF CAB DPF/SCR RH UNDER CAB (2017)	P		29
3381770	CURVED TIP STANDPIPE(S)	P	43	0
3387870	24" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P	530	0
	TRANSMISSION AND CLUTCH			
4052110	ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P		110
4099980	TRANSMISSION APPROVED	U	0	0
N4090	** SCAAN # 323742			
4210330	1760 HD DRIVELINE, 2 MIDSHIP BEARINGS	P	716	79
4233030	(1) DASH MTD SINGLE ACTING AIR PTO CTRL	P	56	0
4250160	ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U	0	0
4250420	ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS	U	0	0
4250720	ALLISON FUELSENSE NOT DESIRED	P	0	0
4256480	TC-419 TORQUE CONVERTER ALLISON TRANSMISSION	U	0	0
4256640	ALLISON 6-SPEED CONFIGURATION 3000 SERIES TRANS, CLOSE RATIO GEARS	P	0	0
4256920	DASH MOUNTED PUSH BUTTON SHIFTER	P		0
	AIR AND TRAILER EQUIPMENT			
4510330	BENDIX AD-IS EP AIR DRYER W/HEATER AND COALESCING FILTER; EXTENDED PURGE	P		7
4540420	NYLON CHASSIS HOSE	P	0	0
4543320	STEEL PAINTED AIR TANKS	P	0	0
4543330	POLISH ALUM AIR TANKS OUTSIDE FRM RAILS	P	333	0
4612800	TRAILER HAND VALVE WITH COLUMN-MOUNTED CONTROLS	P	97	11
4612900	A&E CONN EOF W/7-WAY SOCKET (W/CONN EOF STRAPPED TO THE RAIL)	P		15
	TIRES AND WHEELS			
5033410	FF: GY 20PLY 315/80R22.5 ENDURANCE WHA PART: GY756141651 FET: 126	P		53

PETERBILT
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UNIT TYPE 2

CODE	DESCRIPTION	PUB CD		WEIGHT
5133080	RR: GY 14PLY 11R22.5 G572 1AD FUEL MAX PART: GY138953619 FET: 200	P		148
5190008	CODE-REAR TIRE QTY 08.			
5220520	FF: ALCOA 89U637 22.5X9.00 CLEAN BUFF ALM	P		35-
5320410	RR: ALCOA 885657 22.5X8.25 CLEAN BUFF ALM, SEVERE SERVICE	P		132-
5390008	CODE-REAR RIM QTY 08.			
	FUEL TANKS			
5534100	23" ALUM 70 GAL FUEL TANK LH U/C NON-SLIP FUEL TANK STEP LH U/C	P	143	9
5602070	LOCATION LH UNDER CAB 070 GAL.			
5652840	LOCKING FUEL TANK CAP(S)	P	13	0
5652890	DEF TANK MOUNTED LH BOC	P	0	0
5652990	STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0	0
5653000	POLISHED SS COVER FOR DEF TANK	P	176	0
5655019	DEF TANK SMALL	P	0	0
	BATTERY BOX AND BUMPER			
6010670	ALUMINUM SPACE SAVER BATTERY BOX LH BOC BATTERY ACCESS FROM SIDE	P		84-
6030150	RUBBER BATTERY PAD IN BOTTOM (1) BATTERY BOX	P	9	2
6040550	AFTERTREATMENT RH U/C ALUM NON-SLIP CAB ENTRY STEP	P	0	0
6113050	ALUMINUM CHANNEL BUMPER SS CLAD 2 TOW PINS	P	613	4-
	CAB AND EQUIPMENT			
6510110	ALUM CAB 108" BBC METTON HOOD W/BRIGHT FINISH CROWN	P	0	0
6540120	SEVERE SERVICE CAB PACKAGE #1 INCLUDES ALUM SIDE SKINS, ALUM REAR	P		40
6540160	THERMAL INSULATION PACKAGE IN CAB	P	19	2
6800360	FENDER LIPS 2" WIDE	P	95	9
6911700	PETERBILT ULTRARIDE DRIVER SEAT	P	0	0
6921700	PETERBILT ULTRARIDE PASSENGER SEAT	P	0	0
6930500	DRIVERS ARMREST - RH ONLY	P	35	2
6930800	BLACK SEAT COLOR IPO STD COLOR	P	0	0
6939400	AIR RIDE DRIVER	P	0	0
6939420	HIGH BACK DRIVER	P	0	0
6939470	VINYL DRIVER	P	0	0
6939510	NON-AIR RIDE PASSENGER	P	0	0
6939540	LOW BACK PASSENGER	P		0
6939570	VINYL PASSENGER	P		0
7001520	ADJUSTABLE STEERING COLUMN TILT/TELESCOPE	P		11
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0	0
7036120	INTERIOR GREY / BLACK	P	0	0
7210420	DARK WINDOW TINT IPO STD - DAY CAB	P	21	0

PETERBILT
VMXXR036-1

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	:	WEIGHT
7210430	EXTENDED REAR WINDOW IPO STD - DAY CAB	P	68	0
7210540	DAY CAB REAR WINDOW	P	0	0
7230060	ONE-PIECE CURVED WINDSHIELD	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7330700	PB COMFORT CONTROL - CAB	P	21	7
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER OR F/O SLEEPER	P	191	4
7560100	MIRRORS SSTL EACH SIDE HTD & MTRZD (N/A W/6501100)	P	369	2
7560850	(2)CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P		4
7564110	POWER PACKAGE INCLUDES PWR DOOR LOCKS & WINDOWS	P		0
7565180	POLISHED LOWER MIRROR BRACKET COVERS	P	16	0
7610020	(1) AIR HORN 15" PAINTED MOUNTED UNDER CAB	P	169	9
7725710	STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P		4
7725715	CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P		11
7740100	COBRA 40 CHANNEL CB RADIO WITH INTEGRAL SPEAKER	P		11
7748500	CB ANTENNA MOUNTING, LH MIRROR 1.9M AVAIL W/ RAMI, MD AVAIL W/O RAMI	P	42	0
7748510	CB ANTENNA MOUNTING, RH MIRROR 1.9M AVAIL W/ RAMI, MD AVAIL W/O RAMI	P	42	0
7850210	PLUG-IN AUTO RESET CIRCUIT BRKR IPO FUSES IN JUNCTION BOX	P	40	0
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0	0
7851780	CABMATE CAB AIR SUSP	P		15
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P		13
7900270	FIRE EXTINGUISHER, CAB MOUNTED HAZMAT APPROVED UL LISTED/RATED ABC	P	85	9
7901130	BACKUP ALARM (107 DB)	P		2
8011400	MAIN TRANSMISSION OIL TEMPERATURE GAUGE LOCATED IN DRIVER INFORMATION DISPLAY	P		0
8021015	AIR APPLICATION GAUGE LOCATED IN DRIVER INFORMATION DISPLAY	P	0	0
8021380	AIR RESTRICTION INDICATOR MTD ON AIR CLEANER, INTAKE PIPING, OR FIREWALL	P	0	0
8032420	BUZZER ON AIR SUSPENSION DUMP VALVE	P		0
8071340	BRIGHT BEZEL GAUGES IPO BLACK	P		0
8071870	MAIN INSTRUMENTATION PANEL GRAPHICS DISPLAY	P	0	0
8111110	HEADLIGHTS COMPOSITE FENDER MOUNTED INTEGRAL PARK, TURN, & SIDE MARKER	P	0	0
8120980	(5) MARKER LIGHTS, AERO LED	P	0	0
8131130	SWITCH & WIRING FOR F/O FOG/ROADLIGHT W/O BUMPER CUTOUTS	P	5	0

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: UNKNOWN
Customer: 36319

Cynthia Martinez
Rush Peterbilt-Laredo
10216 Union Pacific Blvd
Laredo TX 78045
USA

Phone: 956-237-6229
Fax: 19567171709

Taken By: Justin Poole

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01017593	Net 30 Days	2/12/2019	3/14/2019	LAUREANO, JOSE	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2208874	MV851400-1314YD-56/42/50SL6-STD-I	16,470.00	16,470.00

$21,594.00

FA01017593	Net 30 Days	2/12/2019	3/14/2019	LAUREANO, JOSE	USD

UM	Quantity	Item	Description	Unit Price	Extended Price

Yardage 13/14

Body Style: MAVERICK
Body ID: 85
Body Length: 14'
Hoist Model: 63108
Frame Style: TUBE w/X-MEM 12 C/L
Front Style: STRAIGHT
Rear Style: 6 SLANT
Front Exhaust Notch: NO
Front Height: 56
Side Height Front: 42
Side Height Rear: 42
Rear Height: 50
Side Material: SHEET-10GA-A36
Front Material: SHEET-10GA-A36
Tailgate Material: SHEET-7GA-A36
Floor Material: SHEET-3/16-AR450
Skirt Material: NA
Cabshield Style: NARROW-CENTER
Cabshield Projection: 24
Cabshield Width: 65
Tarp Style: SEMI AUTO
Tailgate Type: STANDARD
Coal Chutes: 0
Tailgate Bracing Style: 1 HORIZONTAL
Horizontal Side Brace: YES
Side Top Rail Style: 4x4x.120 (Standard)
Lineposts: YES
Dump Apron: HEAVY DUTY
Dump Apron Size: 10
Side Light Cutouts: LOWER FRONT
Metro Light Quantity: 1
Dirt Shedding Angle: NO
Board Holder Height: 8

Ladders / Steps: Ladder from Automation Model (STD Ladder)

Body Add-On: Paint
Paint: Match Cab/Custom ***LIGHT BLUE***

Truck: Truck
Truck: Installed
Side Boards: BOARD KIT WOOD 8" - UP TO 17' - NOT SLOPED SIDES
Hydraulic Tank: HYD TANK PYRAMID FLAT BOTTOM STD PHINST
Rear Hinge: ASSEMBLY HINGE REAR REM LARGE(STD) PHINS
Hoist - STD FRAMES W/ TUBING RUNNERS: 1811159 - 63108 HYVA
Cab Controls: Auto Trans: CTRL KIT ES PTO/CABLE TO PUMP PHINS
Pump - Auto Trans: PUMP KIT CS/AUTO G102-D1-2.0(073)C/W ROT
PTO - Auto Transmission: PTO KIT ELEC AT 280GDF-JP-B5RK PHINST
Mud Flaps - Maverick / Chisholm: MUD FLAP KIT 36"TEXAS W/GRAVGUARD
Backup Alarm: STD BACK-UP ALARM KIT PHINST
Front Harness Options: LTS KIT-C/S-2 C/M-PHINST
Side Harness Options: LTS KIT-LWR FRT C/M-10-14-PHINST
Rear Harness Options: LTS KIT-1SET MET-PHINST
Truck Plug Options: PETERBILT (2015&NEW) PIGTAIL
Air Tailgate Kit: TAILGATE KIT AIR PHINST
Body Prop: BODY PROP PHINST KIT <=16FT
Chrome Turnout: Cabshield Installed - Chrome Turnout
Cab Height: Other Cab Height (Specify on Order)

Ox Bodies INC
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Taken By: Justin Poole

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01017593	Net 30 Days	2/12/2019	3/14/2019	LAUREANO, JOSE	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2023938	SEMI AUTO-OX US TARP-4SPR-BULLETPROOF-IN	956.00	956.00
EA	1.00	1250103	HITCH 20" 50TON W/GLADS 7-PIN INSTALL	1,228.00	1,228.00
EA	1.00	1250067	ELECTRIC BRAKE CONTROL INSTALL	330.00	330.00

PTO Maintenance:
Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.
Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

Lift Axle:
Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service. If your chassis will be run in Louisiana, then Ox will need to be aware of this so we can mount your controls outside of the cab per state law.

**By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.

X _____

VIN_____ TRANS_____

ETA_____ DUMP BODY COLOR_____

Gross Sales:	18,984.00
Order Disc	0.00
Sale Amount:	18,984.00

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

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USA

Phone: 956-237-6229
Fax: 19567171709

Taken By: Justin Poole

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01017593	Net 30 Days	2/12/2019	3/14/2019	LAUREANO, JOSE	USD

Freight:	2,610.00
Sales Tax:	0.00
FET Charges:	0.00
Total Amount:	21,594.00

30.4 Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis) as per Specifications – 21.1	2	$ 127,525	$ 255,050

Auto Make and Model: Peterbilt 567

Model Year: 2019

Estimated Time of Delivery: 30-60 Days

**** The quantities are estimates and are based on the best available information***

30.5 Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 27 Cubic Yard Dump Trailer (Body) as per Specifications – 21.2	1	$ 51,900	$ 51,900

Auto Make and Model: Vantage Alum End dump

Model Year: 2019

Estimated Time of Delivery: 45 Days

**** The quantities are estimates and are based on the best available information***

30.6 Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Truck Tractor (Cab & Chassis) as per Specifications – 22.1	1	$ 115,404	$ 115,404

Auto Make and Model: Peterbilt 348

Model Year: 2019

Estimated Time of Delivery: 45 Days

**** The quantities are estimates and are based on the best available information***

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*2/18/2019*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Laredo*		
End User Contact:	***Beto Ramirez***	Phone/Fax	*(956) 727-5400*
Product Description:	***Peterbilt 567 Tractor***		

A: Base Price in Bid/Proposal Number:	*521-16*		Series:	**567**	$ 106,704.00
B: Published Options(*Itemize Below*)					

	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Holland FW35 Fifth Wheel Top Plate	$ 2,007.00	Peterbilt	Alcoa Wheels	$ 1,632.00
Peterbilt	Diff Lock Tandem Axles	$ 1,824.00	RTC-0051	21 Pt. Rush Care Inspection	$ 1,236.00
Peterbilt	Peterbilt Air Trac 40,000	$ 1,035.00	RTC-0125	Refuse Body Prep Package	$ 3,421.00
Peterbilt	X15 450@1800 GOV@1800	$ 4,781.00			
Peterbilt	Exhaust Dual SOC	$ 2,372.00			
Peterbilt	Vocational 121 BBC Aluminum Cab & Metton Hood	$ 2,672.00			
Subtotal Column 1:	$ 14,691.00		Subtotal Column 2:	$ 6,289.00	

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 20,980.00
C: Subtotal of A + B	$ 127,684.00
D: Non Published Options	

Subtotal Column 1:	$ -		Subtotal Column 2:	$ -	

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	$ -
E: Contract Price Adjustment (*If any, explain here*)	
Multi Unit Discount	$ (159.00)
F: Total of C + D +/- E	$ 127,525.00
G: Quantity ordered Units: 1.00 x F	$ 127,525.00
H: BUYBOARD Administrative Fee	$ -
I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)	

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$ 127,525.00

Day Cab

PETERBILT
VMXXR036-1
UNIT TYPE 1

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098170 UNITED STATES REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT:	13,200.00 LBS		
GAWR FIRST INTER	20,000.00 LBS	SECOND INTER	20,000.00 LBS
GAWR REAR:	0.00 LBS		
GVWR:	53,200.00 LBS		

CODE	DESCRIPTION	PUB CD		WEIGHT
	BASE MODEL			
0005671	MODEL 567 CONVENTIONAL	P		
0200700	NOT APPLICABLE SECONDARY MANUFACTURER	P	0	0
	FRAME AND EQUIPMENT			
0514000	10-3/4" STEEL RAILS TO 354" 3/8" RAIL THICKNESS	P		366
0611250	HD IRON FRONT SPRING BRKTS FORWARD & REAR	P		35
0611790	ALUMINUM FRAME RAIL XMBRS EXCLUDES SUSPENSION	P	0	0
0644000	EOF TRACTOR TAPERED WITH XMBR INCL KINGPIN CUTOUT	P	0	0
0651010	PB REAR MUDFLAPS,PB HANGER STRAIGHT	P	0	0
0651220	FURNISH MUDFLAP HNGRS ONLY OMIT FLAPS MUDFLAP/HANGER OPTION REQUIRED	P	21-	9-
0673010	POLYARMOR BLACK QUARTER FENDERS PETERBILT LOGO ON FLAP	P		24
0835860	HOLLAND FW35 FIFTH WHEEL TOP PLATE	P		240
0870040	REAR OR FIXD SETTING BHD C/L BOGIE 004.			
0890090	LH FIFTH WHEEL RELEASE	P	0	0
0890560	8.6"-9.25" FIFTH WHEEL HEIGHT	P	0	99
0890643	HOLLAND HEAVY DUTY AIR SLIDE REQ W/ SUSPENSIONS >40K/NO-TILT	P	0	51
0890670	NO-TILT CONVERTIBLE	P	320	24
0891230	18" AIR SLIDE FOR FIFTH WHEEL	P	38	194
0898030	FIFTH WHEEL SLIDE CONTROLS	P	26	2
0960010	FRAME MTD DECK PLATE AND ACCESS PKG, RH SIDE	P	506	42
	FRONT AXLE AND EQUIPMENT			
1011950	DANA SPICER D1321IL 13,200 LB,3.5" DROP	P	142	2-
1111200	TAPER LEAF SPRINGS, SHOCKS 13,200 LB	P	123	9
1243040	POWER STEERING SHEPPARD HD94	P	0	0
1250180	POWER STEERING RESERVOIR, FRAME MOUNTED	P	0	0
1353550	PHP10 ALUMINUM PRESET+ HUBS - AIR DISC USE WITH FRONT AXLE	P	0	0
1380070	GREASABLE FRONT SPRING PINS	P	44	0
1380240	DANA SPICER WIDE TRACK IPO STD FRONT AXLE(S)	P	87	15

PETERBILT
VMXXR036-1

UNIT TYPE 1

CODE	DESCRIPTION	PUB CD		WEIGHT
1380290	AIR DISC FRONT BRAKES	P	0	0
1380380	TENNECO SHOCKS FOR STEER AXLE	P	0	0
1390630	80 MM FRONT SPRING SPACER BLOCKS	U	0	0
	REAR AXLE AND EQUIPMENT			
1523300	DANA SPICER DSP41 40,000 LB	P		141
1616290	PHP10 ALUMINUM PRESET+ HUBS	P	0	0
1632650	LONG STROKE PARKING BRAKES DRIVE AXLE(S)	P	0	0
1680390	BENDIX ESP ELECTRONIC STABILITY PROGRAM WITH ATC, TRACTOR SERVICE	P	0	0
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P		9
1680470	LUBE PUMP, DRIVE AXLE(S)	P	409	35
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	65	2
1682420	ISO 3731 CONNECTOR TRAILER ABS POWER; MTD ADJACENT TO J560 TRAILER CONNECTOR	P	217	9
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	0	0
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P	0	0
1687090	DIFF LOCK TANDEM AXLES WITH SPEED INTERLOCK	P		60
1703550	RATIO 3.55 REAR AXLE	P		0
1821800	PETERBILT AIR TRAC 40,000 LBS, 52" AS LIGHT WEIGHT	P		170
1921040	(4) HD TRUCKMASTER SHOCKS TANDEM SUSPENSION	P	76	0
1922260	DASH MTD DUMP SWITCH WITH INDICATOR LIGHT FOR SUSPENSION	P		2
1922390	HD TRACKING RODS, AIR LEAF LOW AIR LEAF/LOW LOW AIR LEAF	P	141	11
	ENGINE AND ENGINE EQUIPMENT			
2059965	X15 450@1800 GOV@1800 1650@1000 EFFICIENCY SERIES (2017 EMISSIONS)	P		340
2091140	CECU/VECU ELECTRONICS ARCHITECTURE	P	0	0
2091310	ENGINE IDLE SHUTDOWN TIMER DISABLED	P	0	0
2091372	EFF EIST NA EXPIRATION MILES	P	0	0
2091638	EFFECTIVE VSL SETTING 65.0 MPH OR GREATER (USA)	P	0	0
2140200	CARB ENGINE IDLING COMPLIANCE	P	0	0
2140410	ENGINE BRAKE CONTROLS LOC ON RH COLUMN	P	0	0
2140450	REMOTE PTO/THROTTLE, 12-PIN, ENG BAY REMOTE CONTROL PROVISION	P	29	0
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N2133	N207 0.....EXPIRATION DISTANCE (N207)			
N2134	P112 120...HARD MAXIMUM SPEED LIMIT (P1			
N2135	P001 75....MAXIMUM ACCELERATOR PEDAL VE			
N2136	P110 0.....ACCELERATOR LOWER DROOP (P11			
N2137	P059 75....MAXIMUM CRUISE SPEED (P059)			
N2138	P111 0.....CRUISE CONTROL LOWER DROOP (			
N2140	N203 252...RESERVE SPEED FUNCTION RESET			
N2141	N202 0.....MAXIMUM CYCLE DISTANCE (N202			
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20			

PETERBILT
VMXXR036-1

UNIT TYPE 1

CODE	DESCRIPTION	PUB CD		WEIGHT
N2143	N201 0.....RESERVE SPEED LIMIT OFFSET (			
N2144	P015 YES...ENGINE PROTECTION SHUTDOWN (			
N2145	P026 YES...GEAR DOWN PROTECTION (P026)			
N2146	P046 1400..MAX PTO SPEED (P046)			
N2147	P062 NO....CRUISE CONTROL AUTO RESUME (			
N2148	P068 NO....AUTO ENGINE BRAKE IN CRUISE			
N2150	N209 0.....EXPIRATION DISTANCE (N209)			
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	P030 5.....TIMER SETTING (P030)			
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	P234 60....TIMER FOR IMPENDING SHUTDOWN			
N2155	P516 35....ENGINE LOAD THRESHOLD (P516)			
N2157	P031 NO....IDLE SHUTDOWN MANUAL OVERRUL			
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	P172 40....LOW AMBIENT TEMPERATURE THRE			
N2163	P171 80....HIGH AMBIENT TEMPERATURE THR			
2511400	160 AMP ALTERNATOR, 36 SI BRUSHLESS	P		11
2516070	REMOTE VOLTAGE SENSE WIRING	P	44	0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V SEE SALES TOOL DESC FOR PLUG LOCATION	P	0	0
2522050	PACCAR STARTER 12V	U	0	0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE BATTERIES, 2190 CCA	P	0	0
2539410	BATTERY JUMPER TERMINAL MTD UNDER HOOD LH FRAME RAIL	P		4
2539720	LOW VOLTAGE DISCONNECT SYSTEM	P	0	0
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P		0
2723220	NATURALLY ASPIRATED 18.7 CFM AIR COMPRESSOR X15 ONLY	P	0	0
2812170	INTEBRAKE ISX/ISX15 (FURNISHED ON ENGINE)	P	0	0
2921120	PACCAR FUEL/WATER SEPARATOR EXTENDED SERVICE INTERVAL	P	0	0
2921210	NO FLUID HEAT OPTION FOR FUEL FILTER	P	0	0
2921310	NO ELECTRIC HEAT OPTION FOR FUEL FILTER	P	0	0
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL	P	5	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3281680	DUAL PRE-CLEANERS, UNDER HOOD MOUNTED, SELF CLEANING	P		0
3291680	(1) AIR CLEANER FIREWALL MTD	P	0	0
3365340	EXHAUST DUAL SOC, LH SOC STACK AESTHETIC ONLY, DPF/SCR RH U/CAB (2017)	P		110
3381770	CURVED TIP STANDPIPE(S)	P	50	0
3387880	7" CHROME PLATED STL STANDPIPE(S IPO 5"	P	213	0
3387890	36" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P	68	4
	TRANSMISSION AND CLUTCH			
4040760	EATON FRO16210C 10-SPEED OIL-TO-WATER COOLER, INTERNAL PUMP	P		44

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UNIT TYPE 1

CODE	DESCRIPTION	PUB CD		WEIGHT
4210190	1810 HD DRIVELINE, 1 MIDSHIP BEARING 4.5" X .180 WALL TUBING	P		90
4216590	1710 DRIVELINE INTERAXLE FOR TANDEM REAR AXLES	P	0	0
4233900	(1) DASH MTD SINGLE ACTING EOA PTO CTRL ELECTRIC OVER AIR	P	72	0
4251950	NEUTRAL START SWITCH MANUAL TRANSMISSION	P	47	0
4256100	MANUAL SHIFTER, BLACK	P	0	0
4321000	SELF-ADJUST CLUTCH IPO EASY PEDAL	P		0
4380220	PRE-DAMPED CLUTCH	P		0
4380360	UPGRADE CLUTCH TORQUE CAPACITY USE WITH 1650-1850 TORQUE TRANSMISSION	P		0
4380370	REMOTE LUBE HOSE FOR RELEASE BEARING MOUNTED UNDER HOOD LH RAIL	P	63	2
	AIR AND TRAILER EQUIPMENT			
4510320	BENDIX AD-IS AIR DRYER W/HEATER AND COALESCING FILTER	P	0	0
4520420	PULL CORDS ALL AIR TANKS	P	6	0
4540420	NYLON CHASSIS HOSE	P	0	0
4543320	STEEL PAINTED AIR TANKS	P	0	0
4543390	HIGH MOUNT AIR TANKS LOCATED BOC/BOS WHERE POSSIBLE	P	0	0
4610920	SELF RETURNING BRAKE HAND VALVE, WITH DASH MOUNTED CONTROLS	P	0	0
4611960	HANDVALVE PLUMBED TO ALL SERVICE BRAKES	P		11
4612870	15' A&E LINES COILED & TWO 7-WAY PLUGS BOC SOCKET	P		11
4614810	A&E CONNECTIONS BOC/BOS W/ HOSE TENNA	P	0	0
4614870	LOCATE A&E CONNECTIONS 41"-54" BOC/BOS	P	0	0
	TIRES AND WHEELS			
5006880	FF: YO 16PLY 11R24.5 RY023 PART: Y002378 FET: 70	P		22
5106750	RR: YO 14PLY 11R24.5 703ZL PART: Y077174 FET: 232	P		220
5190008	CODE-REAR TIRE QTY 08.			
5220540	FF: ALCOA 98U637 24.5X8.25 CLEAN BUFF ALM	P		31-
5320540	RR: ALCOA 98U637 24.5X8.25 CLEAN BUFF ALM	P		124-
5390008	CODE-REAR RIM QTY 08.			
	FUEL TANKS			
5552190	26" ALUM 100 GAL FUEL TANK RH BOC	P		9
5556130	26" ALUM 80 GAL FUEL TANK LH BOC	P	54	4
5603100	LOCATION RH BEHIND CAB 100 GAL.			
5604080	LOCATION LH BEHIND CAB 080 GAL.			
5650140	FUEL TANK FILL REAR	P	0	0
5650710	LOCATE BOC FUEL TANK(S) FORWARD AS FAR AS POSSIBLE	P	0	0

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UNIT TYPE 1

CODE	DESCRIPTION	PUB CD		WEIGHT
5652800	ADDITIONAL SENDING UNIT IN SECONDARY FUEL TANK, GAUGE SELECTOR SWITCH	P		2
5652890	DEF TANK MOUNTED LH BOC	P	0	0
5652990	STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0	0
5655029	DEF TANK MEDIUM	P	77	22
	BATTERY BOX AND BUMPER			
6010030	ALUMINUM BATTERY BOX LH U/C NON-SLIP STEP	P	0	0
6030150	RUBBER BATTERY PAD IN BOTTOM (1) BATTERY BOX	P	11	4
6034620	HD BATTERY BOX STEP REINFORCEMENT	P		2
6040550	AFTERTREATMENT RH U/C ALUM NON-SLIP CAB ENTRY STEP	P		0
6111010	ALUMINUM BUMPER SWEPT BACK POLISHED SBFA WITHOUT FEPTO	P	0	0
6132450	HEAVY DUTY EXTERNAL TOW EYE IPO STD, N/A WITH FEPTO	P		42
	CAB AND EQUIPMENT			
6515700	VOC 121 BBC ALUM CAB & METTON HOOD SBFA;STNLS CROWN & GRILLE W/TILT ASSIST	P		31
6540160	THERMAL INSULATION PACKAGE IN CAB	P	19	2
6700000	NO SLEEPER SELECTED	P	0	0
6911100	PETERBILT ST DRIVER	P	0	0
6921140	PETERBILT ST PASSENGER SEAT	P		40
6930500	DRIVERS ARMREST - RH ONLY	P		2
6930590	PASSENGER ARMREST - LH ONLY	P	115	2
6930800	BLACK SEAT COLOR IPO STD COLOR	P	0	0
6939400	AIR RIDE DRIVER	P	0	0
6939420	HIGH BACK DRIVER	P	0	0
6939470	VINYL DRIVER	P	0	0
6939500	AIR RIDE PASSENGER	P	0	0
6939520	HIGH BACK PASSENGER	P	0	0
6939570	VINYL PASSENGER	P	0	0
7001520	ADJUSTABLE STEERING COLUMN TILT/TELESCOPE	P		11
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0	0
7037130	PRESTIGE INTERIOR - STERLING GRAY	P	0	0
7110680	EXTERIOR CAB ENTRY GRABHANDLE TEXTURED; NFPA COMPLIANT	P		7
7210420	DARK WINDOW TINT IPO STD - DAY CAB	P		0
7210530	3-PIECE PLASTIC REAR CAB WINDOW ALL PIECES FIXED	P		0
7210540	DAY CAB REAR WINDOW	P	0	0
7230060	ONE-PIECE CURVED WINDSHIELD	P	0	0
7230360	POWER DOOR LOCKS AND POWER WINDOW LIFTS STANDARD	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7322130	CUP HOLDER (FLOOR MOUNTED)	P	62	4
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER	P		9

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UNIT TYPE 1

CODE	DESCRIPTION	PUB CD		WEIGHT
7510060	AERO REAR VIEW MIRROR HOUSING BRIGHT FINISH	P		0
7514010	PETERBILT AERO REAR VIEW MIRROR MOTORIZED & HEATED W/INTEGRATED CONVEX	P		2
7514050	LOOK DOWN MIRROR OVER PASSENGER DOOR WITH BLACK HOUSING	P	0	0
7620400	(2) PB AIR HORNS ROUND, 23" LENGTH ROOF MTD, ROUND HORN SHIELD	P	682	9
7725710	STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P	58	4
7725725	CONCERTCLASS W/CD, BLUETOOTH PHONE & AUDIO INC. AM/FM, WB, USB & MP3	P	495	11
7740150	CB TERMINAL WIRING, MICROPHONE CLIP, SPEAKER, F/O CB RADIO MTD CTR OF HEADER	P	128	2
7748740	(2) ANTENNAS FOR FACTORY INSTALLED OR F/O CB, MTD RH/LH SIDE OF ROOF	P	186	2
7788055	SmartLINQ REMOTE DIAGNOSTICS	P	0	0
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0	0
7852020	CAB AIR SUSPENSION	P		15
7855120	BUGSCREEN - REMOVABLE EXTERNAL MTD	P		2
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P		13
7900310	FIRE EXTINGUISHER, MTD OUTBOARD DRIVER SEAT	P	65	9
7901130	BACKUP ALARM (107 DB)	P		2
8011400	MAIN TRANSMISSION OIL TEMPERATURE GAUGE LOCATED IN DRIVER INFORMATION DISPLAY	P	27	0
8011410	DRIVE AXLE #1 FRONT OIL TEMP GAUGE 52MM ROUND, BACKLIT	P	153	0
8011420	DRIVE AXLE #2 REAR OIL TEMP GAUGE 52MM ROUND, BACKLIT	P	168	0
8011470	ENGINE OIL TEMPERATURE GAUGE 52MM ROUND, BACKLIT	P	50	0
8021390	AIR FILTER RESTRICTION PRESSURE LOCATED IN DRIVER INFORMATION DISPLAY	P	0	0
8071890	MAIN INSTRUMENT PANEL INC DRIVER INFORMATION DISPLAY	P	0	0
8071900	MANIFOLD PRESSURE GAUGE 52MM ROUND, BACKLIT	P	50	2
8110070	HEADLIGHTS PROJECTOR MODULE POD FENDER MOUNTED TURN SIGNALS	P	0	0
8120990	(5) MARKER LIGHTS, AERO LED ON ROOF, VISOR, OR FAIRING	P	0	0
8132230	(2) 6" SPOTLIGHTS, ROUND HALOGEN LH/RH SWITCH ON DASH FOR RH ONLY	P		7
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES	P	0	0
8140060	LED OVAL STOP/TURN/TAIL/BACKUP IN TRACTOR TAPER EOF XMBR	P		2
8140650	PB SIGNATURE DOOR LIGHT TURN SIGNAL	P	0	0

J&B PAVELKA
TRUCK & TRAILER SALES

NEW 2019 VANTAGE ALUMINUM END DUMP

MODEL: 91 LENGTH: 28 SIDE HGT: 54 WIDTH: 91
EST. YARDAGE: 34 STRAIGHT/TAPERED: Tapered Body QTY: 1

Wall			
Finish:	Polished Sheet Finish		
Wall Option	Smooth Sided Single Wall - STANDARD		
Floor			
Floor Option:	.188 Floor - STANDARD		
CROSSMEMBERS:	14" CROSSMEMBER SPACING		
SIDEWALLS:	0.160"		
Frame Type			
Frame Option:	FRAMELESS - STANDARD		
Body			
NOSE:	STANDARD FLAT NOSE		
STEPS ON NOSE:	NONE - STANDARD		
NOSE STEP LOCATION:	NA		
OPTIONAL FRONT FENDERS:	NONE - STANDARD		
REAR STEPS:	STEPS ROADSIDE REAR AT FRONT AXLE IN & OUT		
REAR FENDERS:	REAR FENDERS (As required by width)		
BULKHEAD DOOR:	NONE - STANDARD		
LIGHTING:	LIGHTS - LED, CENTER MOUNT TURN SIGNALS		
MARKINGS:	CONSPICUITY TAPE ON LOWER SIDE RAIL/TAILGATE		
PAINT:	STEEL PARTS PAINTED BLACK		
Axles and Suspension			
SUSPENSION:	MERITOR STANDARD -TANDEM		
ADDITIONAL AXLES:	NONE		
AXLE SPREAD:	CLOSED TANDEM - Standard		
AXLE LIFT:	NONE	**POSITION:**	NA
BEARINGS:	HP SPINDLE - STANDARD tandem		
Brakes	Air Brakes - STANDARD		
ABS SYSTEM:	4S-2M ANTI-SKID		
HUBS/DRUMS:	MERITOR LITE - STANDARD tandem		
Tires and Wheels			
TIRES SIZE:	11R22.5 - STANDARD		
WHEELS:	OUTSIDE POLISHED WHEELS (Inner Standard Mill)		

Sales Price **$ 49,900.00** + 2000 Fet $51,900
Sales price does not include FET, State Sales Tax or TT&L – Government Exempt.
10% DEPOSIT REQUIRED
EST. COMPLETION LATE JAN -EARLY FEB 2019
FOB VANTAGE FACTORY, KATY TX

4410 County Rd 36 ▪ Robstown, Texas ▪ Phone: 361-387-5010
www.jbpavelkainc.com

Landing Gear			
DRAFT ARMS:	ALUMINUM DRAFT ARMS WITH ALUM DROP LEGS		
LANDING LEGS:	ALUMINUM DROP LEGS - STANDARD		
Gate			
TAILGATE TYPE	TOP HINGED - STANDARD		
GATE SEAL:	WATERTIGHT TAILGATE SEAL (Except with door in gate & barn door)		
COAL/GRAIN DOOR:	NONE		
MANUAL GATE LOCKS:	Add Gate Locks (each)	QTY:	2
GATE STYLE	FLAT - STANDARD		
Liners			
LINER:	1/4"-3/8" Quicksilver Floor Liner		
Tarp System			
TARP SYSTEM:	SHUR-CO TARP ROLL MANUAL TARP (VINYL) SIDE TO SIDE-WHEN CLOSED, HANDLE ROADSIDE		
CLOSED POSITION:	HANDLE ROADSIDE		
TARP COLOR:	Black		
BOWS:	STEEL (included with rollover tarp)		
Vertical Rub Rails:	NONE - STANDARD		
RIDGEPOLE	NONE - STANDARD		
CAPS/FLAPS:	VINYL NOSE CAP, TAIL CAP (inc. with rollover tarp)		
Other Options			
ASPHALT APRON	NONE - STANDARD		
HYDRAULIC HOSE:	NONE - STANDARD		
PSI SYSTEM	MERITOR MTIS TIRE INFLATION SYSTEM - tandem		
AIR/ELECTRIC CONTROLS	NONE - STANDARD		
FULL REAR FLAPS	NONE - STANDARD		
AIR SCALE GAUGE	NONE - STANDARD		
SPARE TIRE CARRIER	NONE - STANDARD		
BACKUP LIGHTS	NONE - STANDARD		
Additional Lights - Rub Rail	NONE - STANDARD		
Additional Lights - Center Rib	NONE - STANDARD		
VIBRATOR:	NONE - STANDARD		
Roll Stability System	NONE STANDARD		
Level Indicator	NONE - STANDARD		
Push Bars	NONE - STANDARD		
CONVERTIBLE KING PIN LOCK	NONE - STANDARD		

Summary Spec

	Verify Frameless, Frame or Quarter Frame Option
	TAPERED BODY - CANNOT ACCEPT CABLE SLIDE TARPS
	FLAT NOSE

Additonal Specifications/Notes

	Set back tandem
	Paint is to be Silver

2 of 3

30.7 Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Roll-Off Trailer Hoist (Body) as per Specifications – 22.2	1	$ 43,066	$ 43,066

Auto Make and Model: G:H model 1560

Model Year: 2019

Estimated Time of Delivery: 60 Days

**** The quantities are estimates and are based on the best available information***

30.8 Section VA– Camel 1200 Combination Truck (Cab & Chassis)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Camel 1200 Combination Truck (Cab & Chassis) as per Specifications – 23.1	1	$ 130,697	$ 130,697

Auto Make and Model: Peterbilt 365 or 567

Model Year: 2019

Estimated Time of Delivery: 160 Days

**** The quantities are estimates and are based on the best available information***

30.9 Section VB– Camel 1200 Combination Truck (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Combination Sewer Cleaner (Body) as per Specifications – 23.2	1 *	$ 251,385.85	$ 251,385.85

Base Specs

Auto Make and Model: Camel 1200/12yd * $269,605.79 / $269,605.79 w/ Add'l options

Model Year: 2019

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information***

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*2/18/2019*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Laredo*		
End User Contact:	***Beto Ramirez***	Phone/Fax	*(956) 727-5400*
Product Description:	***Peterbilt 348 Roll Off***		

A: Base Price in Bid/Proposal Number:		**521-16**		Series:		**348**	$ 73,656.00
B: Published Options(*Itemize Below*)							
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION		AMOUNT
Peterbilt	Full Steel Inner Liner	$ 1,236.00		RTC-0051	21 Pt. Rush Care Inspection		$ 1,236.00
Peterbilt	Dana Spicer 20,000/Taper Leaf Springs 20K	$ 2,768.00		RTC-0125	Refuse Body Prep Package		$ 3,421.00
Peterbilt	Dana Spicer DSP 41 40,000/Air Trac 40,000	$ 10,466.00		RTC-0017	60K Roll Off		$ 38,022.00
Peterbilt	Paccar PX-9 350@2000 GOV@2200 Class C Brake By Jacobs	$ 5,734.00					
Peterbilt	Allison 3000 RDS-P Transmission	$ 9,833.00					
Peterbilt	Alcoa Aluminum Wheels & GY 14PLY 11R22.5	$ 3,020.00					
Subtotal Column 1:	$ 33,057.00			Subtotal Column 2:	$ 42,679.00		
Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)							$ 75,736.00

C: Subtotal of A + B							$ 149,392.00
D: Non Published Options							
G&H Roll Off with Options		$ 9,078.00					
Subtotal Column 1:	$ 9,078.00			Subtotal Column 2:	$ -		
Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)							$ 9,078.00
E: Contract Price Adjustment (*If any, explain here*)							
F: Total of C + D +/- E							$ 158,470.00
G: Quantity ordered Units:		1.00	x F				$ 158,470.00
H: BUYBOARD Administrative Fee							$ -
I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)							
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)							$ 158,470.00

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Roll-off

UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT:	20,000.00 LBS		
GAWR FIRST INTER	20,000.00 LBS	SECOND INTER	20,000.00 LBS
GAWR REAR:	0.00 LBS		
GVWR:	60,000.00 LBS		

CODE	DESCRIPTION	PUB CD		WEIGHT
	BASE MODEL			
0003481	MODEL 348 MEDIUM DUTY	P		
0200700	NOT APPLICABLE	P	0	0
	SECONDARY MANUFACTURER			
0203020	IDENTICAL PREV FRAME LAYOUT CONFIRMED	U	0	0
	FRAME AND EQUIPMENT			
0514080	10-3/4" STEEL RAILS 403-444"	P		
	3/8" RAIL THICKNESS			
0612200	256" WHEELBASE	P	0	0
0613090	THREE-PIECE CROSSMEMBERS	P	0	0
0633405	ADDITIONAL FRAME DRILLING	P	376	0
0644090	EOF SQUARE WITHOUT XMBR	P	0	0
	USE WITH BODY BUILDER INSTALLED XMBR			
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0	0
N0630	0633405 DRILLING FOR 134 CA SAME			
N0631	0633405 AS PREVIOUS CHASSIS 325590.			
	FRONT AXLE AND EQUIPMENT			
1012200	MERITOR MFS20 20,000 LB, 3.5" DROP	P		148
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LB	P		190
1243050	POWER STEERING SHEPPARD HD94 DUAL	P		79
1250250	POWER STEERING RESERVOIR, FRAME MOUNTED W/COOLER	P		2
1354845	PHP10 IRON PRESET HUBS	P	147	0
1380270	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6	P	102	0
1380470	MERITOR WIDE TRACK IPO STD, FRONT AXLE MFS+ 3.5" DROP / MFS 3.74"	P	0	4
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P	24	0
	REAR AXLE AND EQUIPMENT			
1526150	MERITOR MT40-14X 40,000 LB	P		
1599980	REAR AXLE APPROVED	U	0	0
N1590	* REAR AXLE APPROVAL 13915 *			
1616370	PHP10 IRON PRESET HUBS	P	0	0
1631310	STANDARD STROKE PARKING BRAKES	P	0	0
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	91	9
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	24	2
1680500	SBM VALVE	P	0	0
1680950	STABILITY SYSTEM NOT SELECTED OR NOT AVAILABLE	P	0	0

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UNIT TYPE 2

CODE	DESCRIPTION	PUB CD		WEIGHT
1682430	ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P	0	0
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P	0	0
1687348	TANDEM DRIVE AXLE (MODEL 348)	P	0	0
1705290	RATIO 5.29 REAR AXLE	P	0	0
1821800	PETERBILT AIR TRAC 40,000 LBS, 52" AS LIGHT WEIGHT	P		496
1922260	DASH MTD DUMP SWITCH WITH INDICATOR LIGHT FOR SUSPENSION	P	34	2
	ENGINE AND ENGINE EQUIPMENT			
2074506	PACCAR PX-9 350@2000 GOV@2200 1000@1400 PRODUCTIVITY (2017 EMISSIONS)	P		0
2091310	ENGINE IDLE SHUTDOWN TIMER DISABLED	P	0	0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P	0	0
2091372	EFF EIST NA EXPIRATION MILES	P	0	0
2091640	EFFECTIVE VSL SETTING NA	P	0	0
2140150	REMOTE PTO & THROTTLE PROVISION 12-PIN CONNECTOR ON ENGINE HARNESS	P	17	0
2140200	CARB ENGINE IDLING COMPLIANCE	P	0	0
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N2133	N207 0.....EXPIRATION DISTANCE (N207)			
N2134	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
N2135	P001 77....MAXIMUM ACCELERATOR PEDAL VE			
N2137	P059 77....MAXIMUM CRUISE SPEED (P059)			
N2140	N203 252...RESERVE SPEED FUNCTION RESET			
N2141	N202 0.....MAXIMUM CYCLE DISTANCE (N202			
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
N2143	N201 0.....RESERVE SPEED LIMIT OFFSET (			
N2144	P015 YES...ENGINE PROTECTION SHUTDOWN (			
N2145	P026 NO....GEAR DOWN PROTECTION (P026)			
N2146	P046 1400..MAX PTO SPEED (P046)			
N2147	P062 YES...CRUISE CONTROL AUTO RESUME (			
N2148	P068 NO....AUTO ENGINE BRAKE IN CRUISE			
N2150	N209 0.....EXPIRATION DISTANCE (N209)			
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	P030 5.....TIMER SETTING (P030)			
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	P234 60....TIMER FOR IMPENDING SHUTDOWN			
N2155	P516 35....ENGINE LOAD THRESHOLD (P516)			
N2157	P031 NO....IDLE SHUTDOWN MANUAL OVERRUL			
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	P172 40....LOW AMBIENT TEMPERATURE THRE			
N2162	P173 60....INTERMEDIATE AMBIENT TEMPERA			
N2163	P171 80....HIGH AMBIENT TEMPERATURE THR			
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P	0	0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V PLUG LOCATED CENTER LH U/C	P	81	2
2522050	PACCAR STARTER 12V	P	0	0
2538030	2 PACCAR PREMIUM 12V STARTING BATTERIES, 2000 CCA	P	0	0

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UNIT TYPE 2

CODE	DESCRIPTION	PUB CD		WEIGHT
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	370	0
2723210	18.7 CFM AIR COMPRESSOR N/A X15	P	0	0
2812210	VGT EXHAUST BRAKE	P	316	0
2921160	SPIN-ON FUEL/WATER SEPARATOR	P	0	0
2921210	NO FLUID HEAT OPTION FOR FUEL FILTER	P	0	0
2921320	12V HEAT FOR FUEL FILTER	P	58	0
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL	P	4	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3211120	RADIAL SEAL, DRY TYPE AIR CLEANER FRONTAL AIR INTAKE	P	0	0
3365270	EXHAUST SINGLE RH SIDE OF CAB DPF/SCR RH UNDER CAB (2017)	P	346	29
3381770	CURVED TIP STANDPIPE(S)	P	43	0
3387870	24" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P	530	0
	TRANSMISSION AND CLUTCH			
4052110	ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P		110
4099980	TRANSMISSION APPROVED	U	0	0
N4050	ALLISON SCAAN #357606			
4210320	1710 HD DRIVELINE, 2 MIDSHIP BEARINGS	P		99
4250160	ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U	0	0
4250420	ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS	U	0	0
4250670	ALLISON FUELSENSE BASIC	P	0	0
4256480	TC-419 TORQUE CONVERTER ALLISON TRANSMISSION	U	0	0
4256640	ALLISON 6-SPEED CONFIGURATION 3000 SERIES TRANS, CLOSE RATIO GEARS	P	0	0
4256920	DASH MOUNTED PUSH BUTTON SHIFTER	P		0
	AIR AND TRAILER EQUIPMENT			
4510320	BENDIX AD-IS AIR DRYER W/HEATER AND COALESCING FILTER	P	0	0
4520420	PULL CORDS ALL AIR TANKS	P	6	0
4540420	NYLON CHASSIS HOSE	P	0	0
4543320	STEEL PAINTED AIR TANKS	P	0	0
4611930	BODY CONNECTIONS 5FT BOC	P	132	4
4612780	A&E CONN EOF, 7WAY SOCKET,4' ADDL LINES COILED & STRAPPED TO FRAME, W/O GLADHDS	P	236	0
	TIRES AND WHEELS			
5068590	FF: BR 20PLY 315/80R22.5 M860A PART: BR244329 FET: 122	P	562	93
5169430	RR: BR 14PLY 11R22.5 M710 ECOPIA PART: BR233330 FET: 200	P		44
5190008	CODE-REAR TIRE QTY 08.			

PETERBILT
VMXXR036-1

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD		WEIGHT
5210550	FF: ACC STL ARMOR 29039PK 22.5X9.00	P		75
5310600	RR: ACC STL ARMOR 50291PK 22.5X8.25 HEAVY DUTY	P		132
5390008	CODE-REAR RIM QTY 08.			
	FUEL TANKS			
5554160	26" ALUM 90 GAL FUEL TANK LH U/C NON-SLIP FUEL TANK STEP LH U/C	P		13
5602090	LOCATION LH UNDER CAB 090 GAL.			
5652890	DEF TANK MOUNTED LH BOC	P	0	0
5652990	STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0	0
5655019	DEF TANK SMALL	P	0	0
	BATTERY BOX AND BUMPER			
6010780	ALUMINUM SPACE SAVER BATTERY BOX RH BOC BATTERY ACCESS FROM SIDE	P		
6040550	AFTERTREATMENT RH U/C ALUM NON-SLIP CAB ENTRY STEP	P	0	0
6113050	ALUMINUM CHANNEL BUMPER SS CLAD 2 TOW PINS	P		
	CAB AND EQUIPMENT			
6510110	ALUM CAB 108" BBC METTON HOOD W/BRIGHT FINISH CROWN	P	0	0
6540120	SEVERE SERVICE CAB PACKAGE #1 INCLUDES ALUM SIDE SKINS, ALUM REAR	P		40
6800360	FENDER LIPS 2" WIDE	P	95	9
6911700	PETERBILT ULTRARIDE DRIVER SEAT	P	0	0
6921700	PETERBILT ULTRARIDE PASSENGER SEAT	P	0	0
6930800	BLACK SEAT COLOR IPO STD COLOR	P	0	0
6939400	AIR RIDE DRIVER	P	0	0
6939420	HIGH BACK DRIVER	P	0	0
6939470	VINYL DRIVER	P	0	0
6939510	NON-AIR RIDE PASSENGER	P	0	0
6939540	LOW BACK PASSENGER	P		0
6939570	VINYL PASSENGER	P	0	0
7000015	ADJUSTABLE STEERING COLUMN - TILT ONLY	P	0	0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0	0
7036120	INTERIOR GREY / BLACK	P	0	0
7210430	EXTENDED REAR WINDOW IPO STD - DAY CAB	P	68	0
7210540	DAY CAB REAR WINDOW	P	0	0
7230060	ONE-PIECE CURVED WINDSHIELD	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER OR F/O SLEEPER	P		4
7511010	STNLS STL MIRRORS 7"X16" W/HEAT ELEMENT	P	70	2
7560850	(2)CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P	239	4
7564110	POWER PACKAGE INCLUDES PWR DOOR LOCKS & WINDOWS	P		0
7610020	(1) AIR HORN 15" PAINTED MOUNTED UNDER CAB	P		9

PETERBILT
VMXXR036-1

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD		WEIGHT
7725710	STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P		4
7725715	CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P		11
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0	0
7851780	CABMATE CAB AIR SUSP	P		15
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P	17	13
7900270	FIRE EXTINGUISHER, CAB MOUNTED HAZMAT APPROVED UL LISTED/RATED ABC	P		9
7901130	BACKUP ALARM (107 DB)	P	56	2
8011400	MAIN TRANSMISSION OIL TEMPERATURE GAUGE LOCATED IN DRIVER INFORMATION DISPLAY	P	12	0
8021380	AIR RESTRICTION INDICATOR MTD ON AIR CLEANER, INTAKE PIPING, OR FIREWALL	P	0	0
8032420	BUZZER ON AIR SUSPENSION DUMP VALVE	P	10	0
8071870	MAIN INSTRUMENTATION PANEL GRAPHICS DISPLAY	P	0	0
8111110	HEADLIGHTS COMPOSITE FENDER MOUNTED INTEGRAL PARK, TURN, & SIDE MARKER	P	0	0
8120980	(5) MARKER LIGHTS, AERO LED	P	0	0
8140120	INCANDESCENT SQR STOP/TURN/TAIL/BACKUP LH/RH SQUARE EOF OR DROPPED A-BRACE	P	0	0
	PAINT			
8500710	STANDARD PAINT COLOR SELECTION	P		0
8530770	(1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD	P		0
N8502	A - L0006EY WHITE			
N8520	FRAME N0001EA BLACK			
N8530	FENDER L0006EY WHITE			
N8540	HOOD TOP L0006EY WHITE			
N8550	CAB ROOF L0006EY WHITE			
8999990	SHIPPING DESTINATION OTHER THAN DEALER (SPECIFY	P	0	0
N8990	8999990			
N8991	8999990			
N8992	8999990			
N8993	8999990			
	MISCELLANEOUS			
9400091	PETERBILT CLASS 7 STANDARD COVERAGE 1 YEAR/UNLIMITED MILES/KM	P	0	0
9400094	PACCAR PX-9 STANDARD COVERAGE 2 YRS/250,000 MI (402,336 KM)/6,250 HRS	P	0	0
9409800	2017 EPA EMISSIONS ENGINE WARRANTY ONLY	P	0	0
9490082		U	0	0
N9495				
N9496				
N9497				

G & H Manufacturing

Quotation

affiliate of Roll Offs USA

1015 Commercial Blvd. S
Arlington, TX 76001
Phone (817) 467-9883 Fax (817) 472-5548

DATE February 8, 2019
Quotation # 90210
Customer ID
City of Laredo
Quotation valid until: March 10, 2019
Prepared by: Delia

Bill To:
Cindy Martinez
Rush Truck Center
10216 Union Pacific Blvd
Laredo, TX 78045
800-259-1738 Office
Fax
956-237-6229
martinezclar2@rushenterprises.com

Minimum Chassis Requirements

GVWR	Front	Tandem
62,000 lbs	18000 lbs	44,000 lbs
CT	AF	
186"	59"	

Comments or special instructions:
Not including Freight and Federal Excise Tax **FACTORY INSTALLATION**

STANDARD EQUIPMENT

Model 1560 - 60,000 lb. Hoist with 6" Reeving & Lift Cylinders (ALL INTERCHANGEABLE)

Hose ISO 18752
Steel Tubing (4" x 10" 1/2")
40 Gallon Side Mount Hydraulic Oil Tank
Oil System Filter
Grease Fittings at All Wear Points
Air Shift PTO with Direct Mount Pump - **(Manufacturers Warranty Only)**
Automatic Front Container Latch, Safety Prop
Fixed Bumper
Ratchet Tie Downs
Conspicuity Tape
Hoist Up Alarm
Poly Fenders
Seal Beam Lights
Quick Change Rear Roller
Sheaves with Aluminum Bronze Bushings
Side Rollers with Aluminum Bronze Bushings
Rails: 22' Long Outside Rails - 35 1/2" wide

OPTIONS

Pioneer Tarper 4500RP (Raised Gantry)
Inside Air Controls (Dual Lever)
Hot Shift PTO **(Manufacturer Warranty Only)**
36" Steel Tool Box
LED Lights (Tail, Signal, Side Markers)
ICC Floating/Gravity Bumper
Container Support Brackets (Rail Helpers)
Back Up Alarm
Pintle Hook w/Hydraulics

Chassis to come Installed with Trailer Package from Factory at Rear

Please Sign Below & List PO Number Here! _____

Please review this quote in it's entirety for accuracy	***Signature:*** _____
of product description and price. Sign, print and date	***Print Name:*** _____
this quote to confirm acknowledgement of your order	***Date:*** _____

Fax Signed Acknowledgement to : (817) 472-5548 **TOTAL** **$ 43,066.00**
Email Signed Acknowledgement to : Delia Galindo - dgalindo@ghmfg.com

If you have any questions concerning this quotation, please contact - Delia Galindo
E-Mail: dgalindo@ghmfg.com

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*2/18/2019*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Laredo*		
End User Contact:	***Beto Ramirez***	Phone/Fax	*(956) 727-5400*
Product Description:	***Peterbilt 365-Base Camel Option***		

A: Base Price in Bid/Proposal Number:	*521-16*		Series:	**365**	$ 101,412.00
B: Published Options(*Itemize Below*)					

	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Full Steel Inner Liner	$ 1,411.00	Peterbilt	1760 HD Driveline	$ 1,818.00
Peterbilt	FEPTO Provision 31" Reinforced	$ 2,372.00	Peterbilt	GY 16PLY 11R22.5	$ 1,092.00
Peterbilt	Dana Spicer D2000F 20,000 lb.	$ 1,715.00	RTC-0051	21 Pt. Rush Care Inspection	$ 1,236.00
Peterbilt	Power Steering TRW TAS65 Dual	$ 1,004.00	RTC-0125	Refuse Body Prep Package	$ 3,421.00
Peterbilt	Hendrickson RT403 40,000 lb, 52" AS	$ 2,763.00	RTC-1057	Jetter System	$ 213,000.00
Peterbilt	Allison 3000 RDS-P Transmission	$ 10,063.00			
Subtotal Column 1:	$ 19,328.00		Subtotal Column 2:	$ 220,567.00	
Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)					$ 239,895.00

C: Subtotal of A + B					$ 341,307.00
D: Non Published Options					
Camel Sewer Sytem with Basic Options	$ 42,775.85				
Subtotal Column 1:	$ 42,775.85	Subtotal Column 2:	$ -		
Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)					$ 42,775.85
E: Contract Price Adjustment (*If any, explain here*)					
F: Total of C + D +/- E					$ 384,082.85
G: Quantity ordered Units:	1.00	x F			$ 384,082.85
H: BUYBOARD Administrative Fee					$ -
I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)					
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)					$ ~~384,082.85~~

(-2000)

$ 382,082.85

Cuthbs

* Base Specs

Super Products

TRUCK MOUNTED VACUUM EQUIPMENT

Address:	17000 West Cleveland Avenue
City, State, Zip	New Berlin, WI 53151
Phone:	800-837-9711
Fax:	262-784-9561

Pricing Effective:	3/1/2018

Quote Number:	020519-01
Customer:	City of Laredo
Customer Contact:	Angel Leon
Customer Address:	5816 Daugherty Rd.
City:	Laredo
State:	Texas
Zip:	78041
Phone:	956-721-2022
Email:	aleon@ci.laredo.tx.us

Account Rep:	PEC
Quoted By:	David
Bid Date:	2/20/2019
Quote Date:	2/5/2019
Dist. PO Number:	
Unit Serial Number:	
FET Exempt	Yes

Quote is Valid Until: Thursday, March 7, 2019

Part No.	Quantity	Description
CM MAX EI	1	EJECTOR TYPE CAMEL 1200 / 12 YD (9.2m) COMBINATION SEWER CLEANER~
32798	1	8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500 cfm~
32314	1	Pleated final filter assembly~
2231	1	6" diameter front body drain, knife valve, 35' x 6" fabric drain hose, camlock cap~
1973	1	Rear splash shield~
32539	1	80 GPM @ 2500 PSI~
2387	1	Retractable hose reel with live center with 50' x 1/2" hose~
32608	1	Manual accumulator shut-off valve~
2486	1	Assy, Body, Camel, 12yd~
29379	1	Assy, Water system, w/o Recycl (must select w/Assy, Body, Camel, 12yd)~
32187	1	Wireless remote~
3665-80000	1	800' 1" hose - 2500 psi~
32801	1	Manual level wind~
32160	1	LED Package 2 - (2) Tailgate beacon omni-directional strobe, (2) Boom beacon omni-directional strobe, Directional arrowstik~
2395	1	Lower curbside toolbox 18" x 18" x 48"~
5822	1	Curbside toolbox 18" x 18" x 48"~
2671	1	Driverside toolbox 22"x 14" x 60"~
Paint	1	Urethane paint finish, unit only, white - paint number below~
25085	1	Hose, 25', plastic - Single Jacket Filler Hose~
23397	1	Washdown handgun~
Cust Supplied Chassis	1	Customer supplied chassis~
Mounting charge	1	Mount body onto Chassis~
888160	1	Steel Surcharge
888175	1	Fuel Surcharge
1522	1	Make Ready
FREIGHT	1	Freight Charges~

Total: $251,385.85

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*2/18/2019*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Laredo*		
End User Contact:	***Beto Ramirez***	Phone/Fax	*(956) 727-5400*
Product Description:	***Peterbilt 365- Camel Additional Option***		

A: Base Price in Bid/Proposal Number:	521-16		Series:	**365**	$ 101,412.00
B: Published Options(*Itemize Below*)					

	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Full Steel Inner Liner	$ 1,411.00	Peterbilt	1760 HD Driveline	$ 1,818.00
Peterbilt	FEPTO Provision 31" Reinforced	$ 2,372.00	Peterbilt	GY 16PLY 11R22.5	$ 1,092.00
Peterbilt	Dana Spicer D2000F 20,000 lb.	$ 1,715.00	RTC-0051	21 Pt. Rush Care Inspection	$ 1,236.00
Peterbilt	Power Steering TRW TAS65 Dual	$ 1,004.00	RTC-0125	Refuse Body Prep Package	$ 3,421.00
Peterbilt	Hendrickson RT403 40,000 lb, 52" AS	$ 2,763.00	RTC-1057	Jetter System	$ 213,000.00
Peterbilt	Allison 3000 RDS-P Transmission	$ 10,063.00			
Subtotal Column 1:	$ 19,328.00		Subtotal Column 2:	$ 220,567.00	
Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)					$ 239,895.00

C: Subtotal of A + B						$ 341,307.00
D: Non Published Options						
Camel Sewer Sytem with Additional Options	$ 62,270.94					
Subtotal Column 1:	$ 62,270.94		Subtotal Column 2:	$ -		
Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)						$ 62,270.94
E: Contract Price Adjustment (*If any, explain here*)						
F: Total of C + D +/- E						$ 403,577.94
G: Quantity ordered Units:	1.00	x F				$ 403,577.94
H: BUYBOARD Administrative Fee						$ -
I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)						
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)						$ ~~403,577.94~~ 400,302.79

* w/options

Super Products
TRUCK MOUNTED VACUUM EQUIPMENT

Address: 17000 West Cleveland Avenue
City, State, Zip: New Berlin, WI 53151
Phone: 800-837-9711
Fax: 262-784-9561

Pricing Effective: 3/1/2018

Quote Number: 020519-02
Customer: City of Laredo
Customer Contact: Angel Leon
Customer Address: 5816 Daugherty Rd.
City: Laredo
State: Texas
Zip: 78041
Phone: 956-721-2022
Email: aleon@ci.laredo.tx.us

Account Rep: PEC
Quoted By: David
Bid Date: 2/20/2019
Quote Date: 2/5/2019
Dist. PO Number:
Unit Serial Number:

FET Exempt: Yes

Quote is Valid Until: Thursday, March 7, 2019

Part No.	Quantity	Description
CM MAX EJ	1	EJECTOR TYPE CAMEL 1200 / 12 YD (9.2m) COMBINATION SEWER CLEANER~
32798	1	8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500 cfm~
32314	1	Pleated final filter assembly~
2231	1	6" diameter front body drain, knife valve, 35' x 6" fabric drain hose, camlock cap~
1973	1	Rear splash shield~
8781	1	420gpm trash pump on front body, 3" plumbing from front drain / trash pump to front bumper~
32539	1	80 GPM @ 2500 PSI~
2387	1	Retractable hose reel with five center with 50' x 1/2" hose~
32190	1	Low water warning light and alarm with water capacity digital display~
32608	1	Manual accumulator shut-off valve~
2486	1	Assy, Body, Camel, 12yd~
29379	1	Assy, Water system, w/o Recycl (must select w/Assy, Body, Camel, 12yd)~
32187	1	Wireless remote~
3665-80000	1	800' 1" hose - 2500 psi~
32380	1	Fully automatic power level wind~
32877	1	Hose reel tensioning system~
32770	1	Hose reel digital counter~
32257	1	LED Boom work lights~
32253	1	LED Flood light package, tailgate area, power unit area~
32160	1	LED Package 2 - (2) Tailgate beacon omni-directional strobe, (2) Boom beacon omni-directional strobe, Directional arrowstik~
2395	1	Lower curbside toolbox 18" x 18" x 48"~
5822	1	Curbside toolbox 18" x 18" x 48"~
2671	1	Driverside toolbox 22"x 14" x 60"~
2393	1	Back of cab vertical tube rack~
2382	1	Front / rear tow hooks~
Paint	1	Urethane paint finish, unit only, white - paint number below~
30935	1	Hydro excavation kit~
6000-02015-6520	1	STANDARD NOZZLE 1~
6000-02011-8020	1	LARGE CHISEL NOZZLE~
9050-00038-0002	1	1" standard nozzle extension~
25085	1	Hose, 25', plastic - Single Jacket Filler Hose~
3736-12000-0016	1	Loader Hose 1" x 10'~
23397	1	Washdown handgun~
3000-02601	1	Tigertail Sewer Hose Guide~
3000-01242	1	Hydrant wrench~
3000-01244	1	Puller hook~
4510-00245	1	Fluidizing Suction Tube Nozzle 8" x 24"~
3000-00824	1	Supertube Lock ring 6"~
3000-00825	5	Supertube Lock ring 8"~
3500-00206	1	Gaskets for Supertube O-ring, Gasket 6"~
3500-00205	5	Gaskets for Supertube O-ring, Gasket 8"~
8500-00453	1	8" X 36" Nozzle w/ Crown~
8510-01374	2	8" x 60" Supertube - Aluminum~
8510-01375	2	8" x 84" Supertube - Aluminum~
Cust Supplied Chassis	1	Customer supplied chassis~
Mounting charge	1	Mount body onto Chassis~
888160	1	Steel Surcharge
888175	1	Fuel Surcharge
1522	1	Make Ready
FREIGHT	1	Freight Charges~

Total: $269,605.79

CAMEL MAXXX 1200

CAMEL OPTIONS

(Options price apply to Laredo Bid FY19-036 if requested prior to start of unit module construction)

1. Low water warning light and alarm with water capacity digital display~ - $562.50
2. Hose reel tensioning system~ - $2265.00
3. Fully automatic power level wind~ - $3547.50
4. Hose reel digital counter~- $525.00
5. LED Boom work lights~ - $412.50
6. LED Flood light package, tailgate area, power unit area~- $1177.50
7. Back of cab vertical tube rack~ $802.50
8. Front / rear tow hooks~ - $202.50
9. Hydro excavation kit~- $1948.00
10. STANDARD NOZZLE 1~ - $205.60
11. LARGE CHISEL NOZZLE~- $315.20
12. 1" standard nozzle extension~ - $18.86
13. Leader Hose 1" x 10'~- $110.53
14. 1/2" dia x 35' Whip hose with quick disconnects~-$274.34
15. Tigertail Sewer Hose Guide~- $37.32
16. Hydrant wrench~- $74.82
17. Puller hook~- 53.50
18. Fluidizing Suction Tube Nozzle 8" x 24"~- $170.78
19. Supertube Lock ring 6"~- $18.87
20. Supertube Lock ring 8"~- $20.09
21. Gaskets for Supertube O-ring, Gasket 6"~- 2.55/ea.
22. Gaskets for Supertube O-ring, Gasket 8"~- $2.25/ea.
23. 8" X 36" Nozzle w/ Crown~- $148.15/ea.
24. 8" x 60" Supertube - Aluminum~- $151.87/ea.
25. 8" x 84" Supertube - Aluminum~- $172.86/ea.

Camel Specs

Phone:	**Phone:**
Fax:	**Fax:**
Email:	**Contact Email:**
	Prepared for:

Vehicle Summary

Unit

Model:	Model 365
Type:	Full Truck
Description:	CAMEL-1200EJ 2019 MY

Application

Intended Serv.:	Tanker, Liquid Bulk
Commodity:	Other Commodity

Body

Type:	Vacuum
Length (ft):	20
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs)	40000
G.C.W. (lbs):	60000
Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	257
Overhang (in):	52
Fr Axle to BOC (in):	68.9
Cab to Axle (in):	188.1
Cab to EOF (in):	240.1
Overall Comb. Length (in):	387

Special Req.

United States Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com. PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	*Complete*	Model Number:	Model 365
Effective Date:		Quote/DTPO/CO:	
Prepared by:		Version Number:	

Phone:	**Phone:**
Fax:	**Fax:**
Email:	**Contact Email:**
	Prepared for:

Data	Code	Description		Weight
Base Model				
		Model 365		
		Other Commodity	0	0
		Tanker, Liquid Bulk General freight (linehaul) service using a liquid bulk tanker body or tanker trailer.	0	0
		Vacuum	0	0
		United States Registry	0	0
Configuration				
		Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
	O	**10-3/4in Steel Rails 355-384in** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair		575
		Full Steel Inner Liner		799
		Heavy-Duty Iron Front Spring Brackets Forward and Rear		35
		FEPTO Prov,31in Reinforced Front Frame Extension Includes Stationary Grille and Engine Adapter for 1350 Flange Yoke.		119
		Additional Frame Drilling		0
		Raised Steel X-Tie		20
		EOF Square without Xmbr For use with body builder installed crossmember.		
		Omit Rear Mudflaps and Hangers		
Front Axle & Equipment				

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	***Complete***	Model Number:	Model 365
Effective Date:		Quote/DTPO/CO:	
Prepared by:		Version Number:	

Data	Code	Description		Weight
		Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.		137
		Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.		132
		Power Steering TRW TAS65 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.		0
		Power Steering Reservoir Frame Mounted w/Cooler		2
		PHP10 Iron PreSet PLUS Hubs		
		Greasable Front Spring Pins		0
		Bendix Air Cam Front Drum Brakes 16.5x6 Includes automatic slack adjusters & outboard mounted brake drums.		0
		Gusseted Cam Brackets, Steer Axle		0
Rear Axle & Equipment				
		Dana Spicer DSP41 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.		125
		PHP10 Aluminum PreSet PLUS Hubs	0	0
		Standard Stroke Parking Brakes Drive Axle(s). Not for use on U.S. or Canada Tractors, other than Car Carriers.		
		Veeder Root Hubodometer, Miles		0
		Rear Brake Camshaft Reinforcement		9
		Lube Pump, Drive Axle(s)		36
		Gusseted Cam Brackets, Drive Axle(s)		2
		SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.		0

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Printed: *Complete* Model Number: Model 365
Effective Date: Quote/DTPO/CO:
Prepared by: Version Number:

Data	Code	Description		Weight
		Stability System Not Selected or Not Available ✓		0
		Anti-Lock Braking System (ABS) 4S4M ✓ ABS-6. Includes air braking system.		
		Synthetic Axle Lubricant All Axles	0	0
		Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life. ✓		
		Bendix Air Cam Rear Drum Brakes 16.5x7 ✓	0	0
		Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.		
		Ratio 5.29 Rear Axle ✓	0	0
		Hendrickson RT403 40,000 lb, 52in Axle Spacing ✓		
Engine & Equipment				
		PACCAR PX-9 370@1900 GOV@2100 1250@1400		
		Performance (2017 Emissions)		
		N21320 N205 120..Standard Maximum Speed Limit [LSL]		
		N21330 N207 0....Expiration Distance		
		N21340 P005 120..Hard Maximum Speed Limit		
		N21350 P001 70...Maximum Accelerator Pedal Vehicle Speed		
		N21370 P059 70...Maximum Cruise Speed		
		N21400 N203 252..Reserve Speed Function Reset Distance ✓		
		N21410 N202 0....Maximum Cycle Distance		
		N21420 N206 10...Maximum Active Distance		
		N21430 N201 0....Reserve Speed Limit Offset		
		N21440 P015 YES..Engine Protection Shutdown		
		N21450 P026 NO...Gear Down Protection		
		N21460 P046 1400.Max PTO Speed		
		N21470 P062 NO...Cruise Control Auto Resume		
		N21480 P068 NO...Auto Engine Brake in Cruise		
		N21500 N209 0....Expiration Distance		
		N21510 P520 YES..Enable Idle Shutdown Park Brake Set		
		N21520 P030 5....Timer Setting		
		N21530 P233 YES..Enable Impending Shutdown Warning		
		N21540 P234 60...Timer For Impending Shutdown Warning		
		N21550 P516 35...Engine Load Threshold		
		N21570 P031 NO...Idle Shutdown Manual Overrule		
		N21590 P230 YES..Enable Hot Ambient Automatic Overrule		
		N21610 P172 40...Low Ambient Temperature Threshold		
		N21620 P173 60...Intermediate Ambient Temperature Threshold		
		N21630 P171 80...High Ambient Temperature Threshold		
		Engine Idle Shutdown Timer Disabled	0	0
		Enable EIST Ambient Temp Overrule	0	0
		Eff EIST NA Expiration Miles	0	0
		Effective VSL Setting NA	0	0

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Data	Code	Description		Weight
		Remote PTO And Throttle Provision		0
		CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
		Bed Plate for PX-9, L9N		0
		PACCAR 160 Amp Alternator, Brushed	0	0
		Immersion Type Block Heater 110-120V Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0	0
		PACCAR 12V Starter	0	0
		3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
		Kissling Battery Disconnect Switch Mounted on battery box		3
		2-Speed Fan Clutch For Frequent Start/Stops		0
		18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
		PACCAR Fuel/Water Separator Standard Service Interval	0	0
		No Fluid Heat Option for Fuel Filter	0	0
		12V Heat for Fuel Filter		0
		Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.		0
		High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0	0
		(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
		Exhaust Single RH Side Of Cab DPF/SCR RH Under Cab (2017).	0	0

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Data	Code	Description		Weight
		Curved Tip Standpipe(s)		0
		24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	0	0

Transmission & Equipment

Allison 3000 RDS-P Transmission, Gen 5
Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.03)

		1760 HD Driveline, 3 Midship Bearings		220
		Allison FuelSense Not Desired	0	0
		Allison MD/HD/RDS 4th Gear Lockup AJ Allison Vocation Package 150. Split Shaft PTO Pumper/Vacuum except Fire Truck Pumper.		0
		Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions	0	0
		Dash Mounted Push Button Shifter Available with Allison Transmissions.		0

Air & Trailer Equipment

		Bendix AD-IS Air Dryer W/Heater And Coalescing Filter	0	0
		Pull Cords All Air Tanks		0
		Nylon Chassis Hose	0	0
		Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
		Omit Standard Trailer Connection Package (Omits 12ft A&E lines, Hose Tenna, and Hand Valve)		
		Body Connection w/(1) Trucklite Junction Box LH EOF		8

Tires & Wheels

FF: GY 20ply 425/65R22.5 G296 MSA
Diameter = 44.4 inches; SLR = 20.6 inches

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Printed:	2/6/2018 10:12:09 AM	*Complete*	Model Number:	Model 365
Effective Date:	Jul 1, 2017		Quote/DTPO/CO:	Q74912051
Prepared by:	Administrator		Version Number:	35.20

Data	Code	Description		Weight
		RR: GY 16ply 11R22.5 G182 RSD GHG Diameter= 42.1 inches; SLR= 19.6 inches		88
		Code-rear Tire Qty 08	0	0
		FF: Alcoa 823627 22.5X12.25 Clean Buff Finish Aluminum		-10
		RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes		136
		Code-rear Rim Qty 08	0	0
Fuel Tanks				
		26in Aluminum 70 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.		18
		Location LH U/C 70 Gallon	0	0
		Fuel Cooler Required with single fuel tank.		15
		Polish All Fuel / Hydraulic Tank Straps Does not apply to Rectangular Def Tank straps.		0
		DEF Tank Mounted LH BOC Models 210, 220 and 320 mounted LH cab fender.	0	0
		Standard DEF To Fuel Ratio 2:1 Or Greater	0	0
		DEF Tank Small	0	0
		RH Tank None Furnished		-86
Battery Box & Bumper				
		Aluminum Space Saver Battery Box RH BOC Battery Access From Side		-20
		Rubber Battery Pad In Bottom Of (1) Battery Box (Mat in box that holds batteries only)		4
		Aftertreatment RH U/C Alum Non-Slip Cab Entry Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.	0	0
		Steel Bumper Swept Back Painted Black, With FEPTO With two tow pin holes and step plates on top of bumper.		79
Cab & Equipment				

Data	Code	Description		Weight
		Alum Cab 115in BBC Fiberglass Hood SBFA Fenders w/polished crown, spring tilt assist. Proprietary anti-blow-down locking mechanism that keeps hood open during servicing & prevents unintentional closing. Hood latch each side secures hood to cowl. Proprietary all-alum cab is light weight & durable for long service life. One-piece roof reduces potential for leaks. Two-piece windshield for cost effective windshield replacement. Lap seam construction & aircraft fasteners has greater clamp load than rivets. Bulkhead style doors provide virtually water-tight, rattle-free performance. Extruded alum door frames for strength & durability. Full length, heavy-duty piano-type stainless steel door hinges & pins provide durability. View window in RH door for safety. Electric windshield wipers & washers w/intermittent wiper function. Grab handles mtd on cab LH & RH for cab access. Convex mirror over RH door & below each rear view mirror for improved visibility & safety.	0	170
		Thermal Insulation Package in Cab ✓ Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.		2
		No Sleeper Selected	0	0
		Rubber Fender Lips 4 inch Extra Wide ✓		8
		Peterbilt UltraRide Driver Seat ✓	0	0
		Peterbilt UltraRide Passenger Seat ✓	0	0
		Drivers Armrest - RH Only ✓ Required in Model 587 with Evolution LX seats. Optional with Evolution ST and Rolltek Seats.		2
		Passenger Armrest - LH only ✓ Required with Evolution LX seats, optional with Evolution ST Seats.		2
		Black Seat Color ipo Standard Color ✓	0	0
		Air Ride Driver ✓	0	0
		High Back Driver ✓	0	0
		Vinyl Driver ✓	0	0
		Non-Air Ride Passenger ✓	0	0
		High Back Passenger ✓	0	0
		Vinyl Passenger ✓	0	0
		Adjustable Steering Column - Tilt/Telescope ✓		11
		Steering Wheel with Peterbilt Logo ✓ Steering Wheel with embossed Peterbilt logo over horn button.	0	0

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Model Number: Model 365
Quote/DTPO/CO:
Version Number:

Data	Code	Description		Weight
		ProBilt Interior - Arctic Gray Includes rugged charcoal instrument panels, gray dash with glare-resistant, charcoal soft-touch upper, dark gray hard trim, black bezels on gauges, cigar lighter and ashtray with power port, monochromatic dark gray durable doorpads with map pocket on driver's side, dark gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted domelight, driver and passenger dome/reading lights, footwell lighting, integrated "dead pedal", (5) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, cup holder and map bin in dash.	0	0
		Dark Window Tint ipo STD Tint - Day Cab		0
		Extended Rear Window ipo Std Window-Day Cab The extended rear window protrudes two inches more than the standard conventional rear cab window. Take this into consideration when determining your loadspace.		0
		Day Cab Rear Window	0	0
		Two Piece Flat Windshield		0
		Power Lift Windows - Both Doors For use with ProBilt or Prestige Interior	0	0
		Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
		Cup Holder (Floor Mounted) Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.		4
		Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper or furnished by owner sleeper.		4
		Stainless Steel Mirrors 7x16 with Heat Element Right Click on Option to see Picture in Product Portfolio.		2
		(2) Convex 8 Inch SS Mirrors Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	0	0
		Polished Lower Mirror Bracket Covers		0
		(1) Air Horn 15in Painted Mounted under cab.		0
		Standard Speaker Package For Cab (2) Speakers		4
		ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.		10
		Plug-In Auto Reset Circuit Breaker in place of fuses in junction box.		0
		Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0

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Data	Code	Description		Weight
		Unibilt Cab Air Suspension Includes dual air bag suspension, leveling valve, and tracking rod.		25
		Triangle Reflector Kit Shipped Loose		13
		Fire Extinguisher; Cab Mounted Hazmat approved UL listed/rated ABC.		8
		Backup Alarm (107dB)		3
		Air Restriction Indicator Mounted on air cleaner,intake piping, or firewall.	0	0
		Bright Bezel Gauges		0
		Main Instrumentation Panel, Graphics Display Includes speedometer with tripodometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0	0
		(2) Additional Air Rockers w/Blank Labels Guards and indicator l ights, plumbed to firewall. (occupies the space of two gauges)		0
		Headlights Projector Module Pod Integral Turn Signals		0
		(5) Marker Lights, Aero LED Light Emitting Diodes	0	0
		Switch And Wiring For F/O Beacon/Strobe 10ft coiled wire BOC/BOS at rear sill.		2
		Daytime Running Lights (Required on Canadian units)		0
		LED Stop/Turn/Tail/Backup Bracket mounted LH/RH EOF		2
		Moveable EOF Xmbr For Mounting Taillights Square EOF with or without EOF xmbr.		10
		(1) F/O Load Light, Switch & 10ft Wire Coil Under / in cab / sleeper		2
Paint				
		Standard Paint Color Selection		0
		(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85400 HOOD TOP L0006EY WHITE N85500 CAB ROOF L0006EY WHITE	0	0

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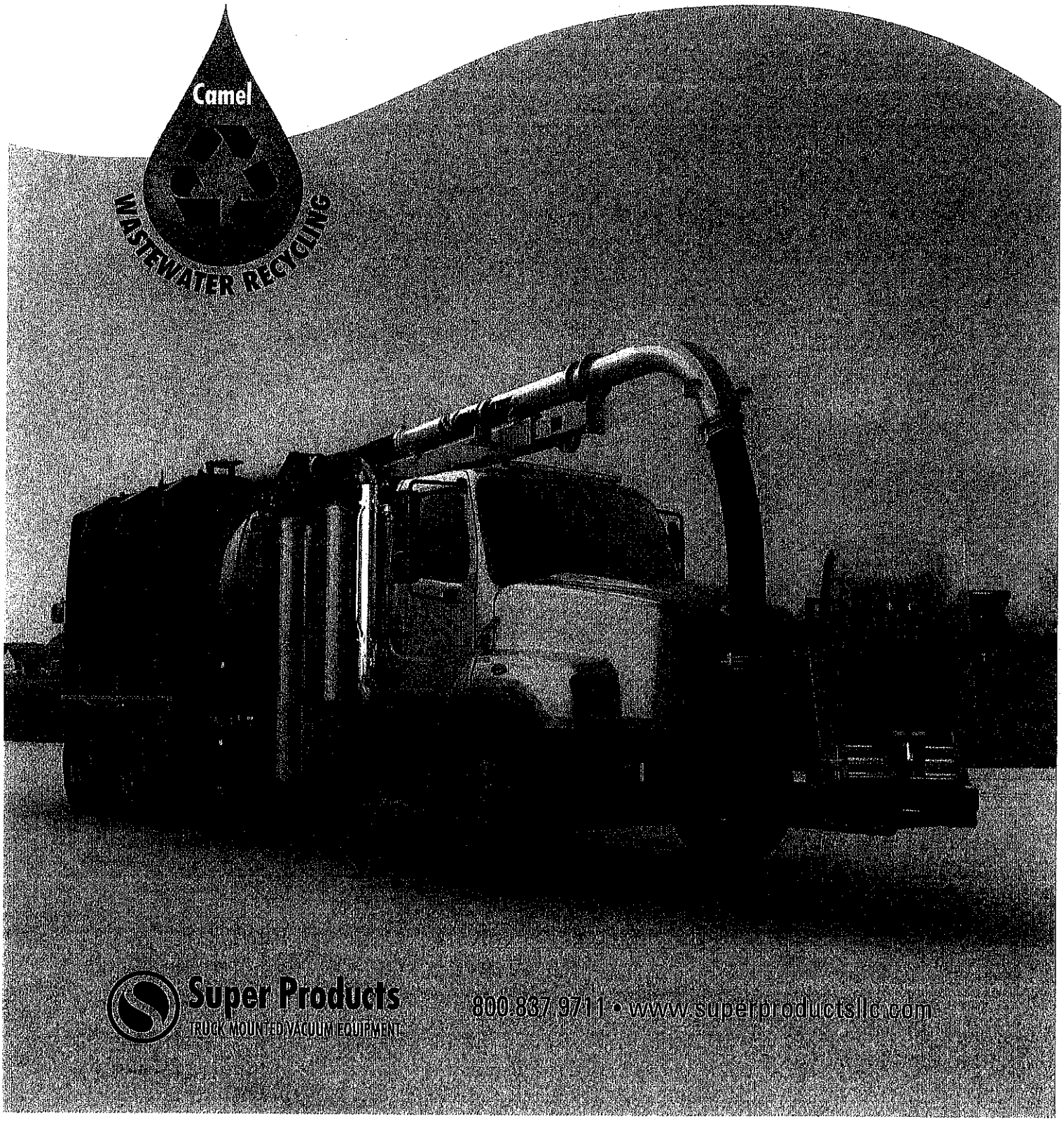
Quote/DTPO/CO:
Version Number:

Model 365

Camel Maxxx®

Camel Maxxx
SEWER & CATCH BASIN CLEANERS

12 YARD SEWER AND CATCH BASIN CLEANER



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TRUCK MOUNTED VACUUM EQUIPMENT

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OUTSTANDING FEATURES, UNIQUE CAPABILITIES

A SINGLE-ENGINE DESIGN

- Lighter weight unit design capable of carrying large payloads
- Up to 40% reduction in fuel usage compared to dual-engine units
- 15% lower operating rpm than other single-engine units

B FRONT- MOUNTED CONTROL PANEL

- 7" color digital display operation screen with advanced diagnostic and trouble-shooting capabilities
- 8 button sealed keypad for vac mode/dump mode, vacuum pump engagement, vent door, vacuum booster, wastewater recycling, winter recirculation, boom lights and work lights
- Vacuum increase/decrease dial
- Water pressure and flow dial
- Emergency stop
- LED panel lights enables readability in dark environments

C WATER TANKS

- Total water capacity of 1500 gallons
- Constructed of non-cross linked polyethylene, a repairable material if tank is ever damaged
- 4" rear mounted, stainless-steel crossover enables quick filling of tanks. Replenish 1500 gallon water supply in less than 10 minutes!

D WATER PUMP

- Double-acting, single piston hydraulic-powered water pump offers 1:1 oil to water ratio and rated design capacity of 100 gpm and 3000 psi continuous duty
- Heavy-duty industrial, cast iron groove-lock water piping for maximum durability and long lasting life
- Nitrogen-charged accumulators with on/off valve allow operators to selectively activate blockage busting feature
- For easy serviceability, pump does not have to be removed from chassis and requires only three seals for reassembly

E FRONT-MOUNTED HOSE REEL

- 270° manual rotation facilitates manhole entry and reduces traffic flow interruption. Rotation occurs between the headlights and in a centered position at all times, keeping the operator out of traffic
- 18" hydraulic extension offers maximum flexibility for manhole set-up
- Reel capacity of 1000' of 1" hose or 600' of 1 ¼" hose
- For improved water flow efficiency, 1 ¼" plumbing from water pump to reel core
- In addition to using the joy stick, a wireless remote can rotate the reel. Combined with the hands-free automatic level wind system, the wireless remote makes for the easiest front-reel unit to operate on the market today

F VACUUM SYSTEM

- 18" to 27" hg, 3500 to 6000 cfm
- Low-maintenance vacuum pump direct shaft driven from transfer case without use of belts, poly chains or intermediate hydraulic or hydrostatic systems. Efficiently transfers engine horse power to vacuum system
- Lower engine operating rpm results in lower dba levels
- Heavy-duty, industrial-size cyclone separator located between positive displacement vacuum pump and debris tank with a 16" diameter clean-out door for easy maintenance. Cyclone has 2012 cubic inch internal operating size and separates down to 50 micron

G POWER BOOM

- 8" vacuum system with a heavy-duty, channel-reinforced elbow for maximum durability. For easy replacement, the boom elbow is bolted
- Boom offers 26' reach from centerline of unit; 250° hydraulic worm gear rotation, lockable in any position; 21' (44°) vertical lift; and 3' (19°) downward pivot from horizontal position
- 8' hydraulic boom extension is a true telescoping "tube inside of tube" design extends and retracts without affecting vertical position of working end. Boom structural support tubes are equipped with ultra high-density polyethylene slides to reduce friction and do not require grease lubrication

H DEBRIS COLLECTOR BODY

- Total debris capacity of 12 cubic yards
- Cylindrical-shaped body constructed of abrasion and corrosion-resistant 1/4" Exten steel for added strength
- Four mechanical, wedge-style, hydraulically-operated tailgate latches secure rear debris tank door. Latching is accomplished by single hydraulic cylinder with mechanical linkage, separate from door open-close cylinders. Designed so tailgate will not open if hydraulic power is lost
- Dual make/break connection between debris inlet pipe and boom will compensate for uneven road and ground conditions by way of spring loaded and gasketed mating plates –no more drips and dribbles down the front of tank
- Debris inlet pipe constructed of heavy-duty 3/8" thick AR steel bolted to the debris tank and can be replaced without cutting or welding to replace

I DEBRIS BODY UNLOADING

Ejection – Tilt

- Ejector plate unloading system safely and effectively removes all debris from collector body
- Internal body flush-out system makes cleanup fast and easy at the dump site
- Ejection system requires no high-angle elevation of the debris tank to dump the load which reduces the chance of hitting overhead obstructions
- Ejector plate acts as a baffle to reduce load sloshing during transit and enables outstanding debris/water separation for the draining of excess liquid
- Body-tilt feature enables unloading the unit where the front of the truck is in a nose-down position, the forward section of the debris tank can raise 24" to assist in cleanout

Body Dump

- The Camel 1200 is also available with an unloading method that raises the body up to a 50° angle with a telescopic hydraulic cylinder

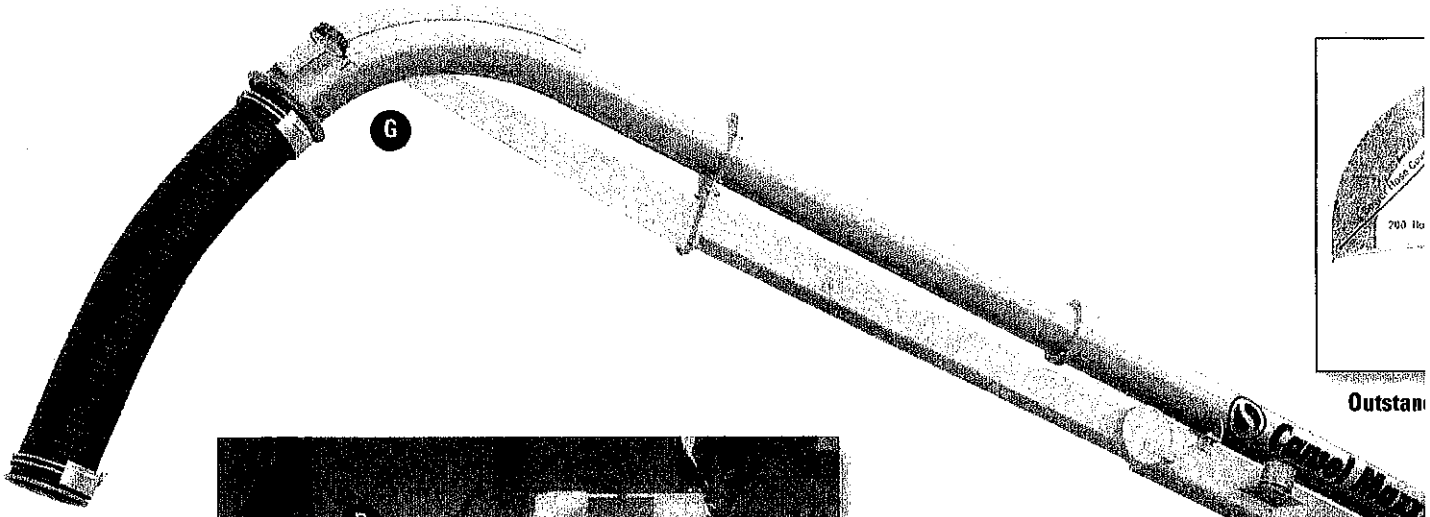
Whether ejection or body-dump unloading, all controls for discharging debris from the collector body are located curbside of chassis cab or on the wireless remote

J LOW OVERHEAD HEIGHT

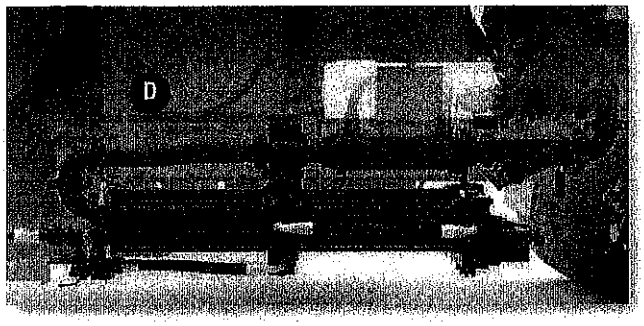
- 11' 6" overall height results in unit having a lower center of gravity for increased stability

Camel Maxxx®

12 YARD

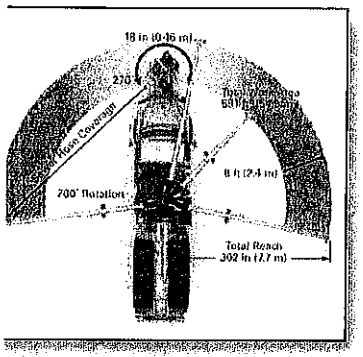


Outstan

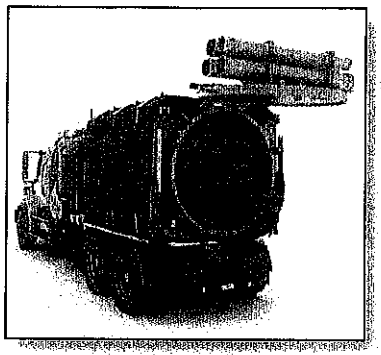


Featuring the sewer industry's most efficient and technologically advanced water pump!

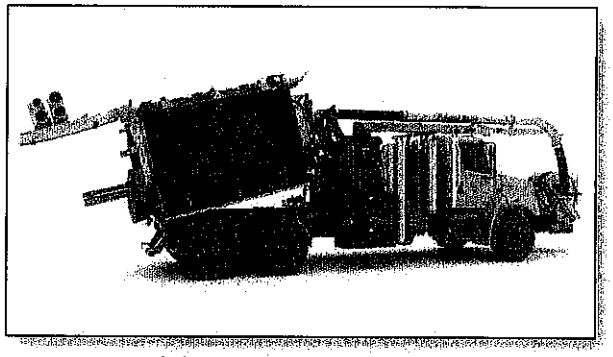
RD SEWER CLEANER



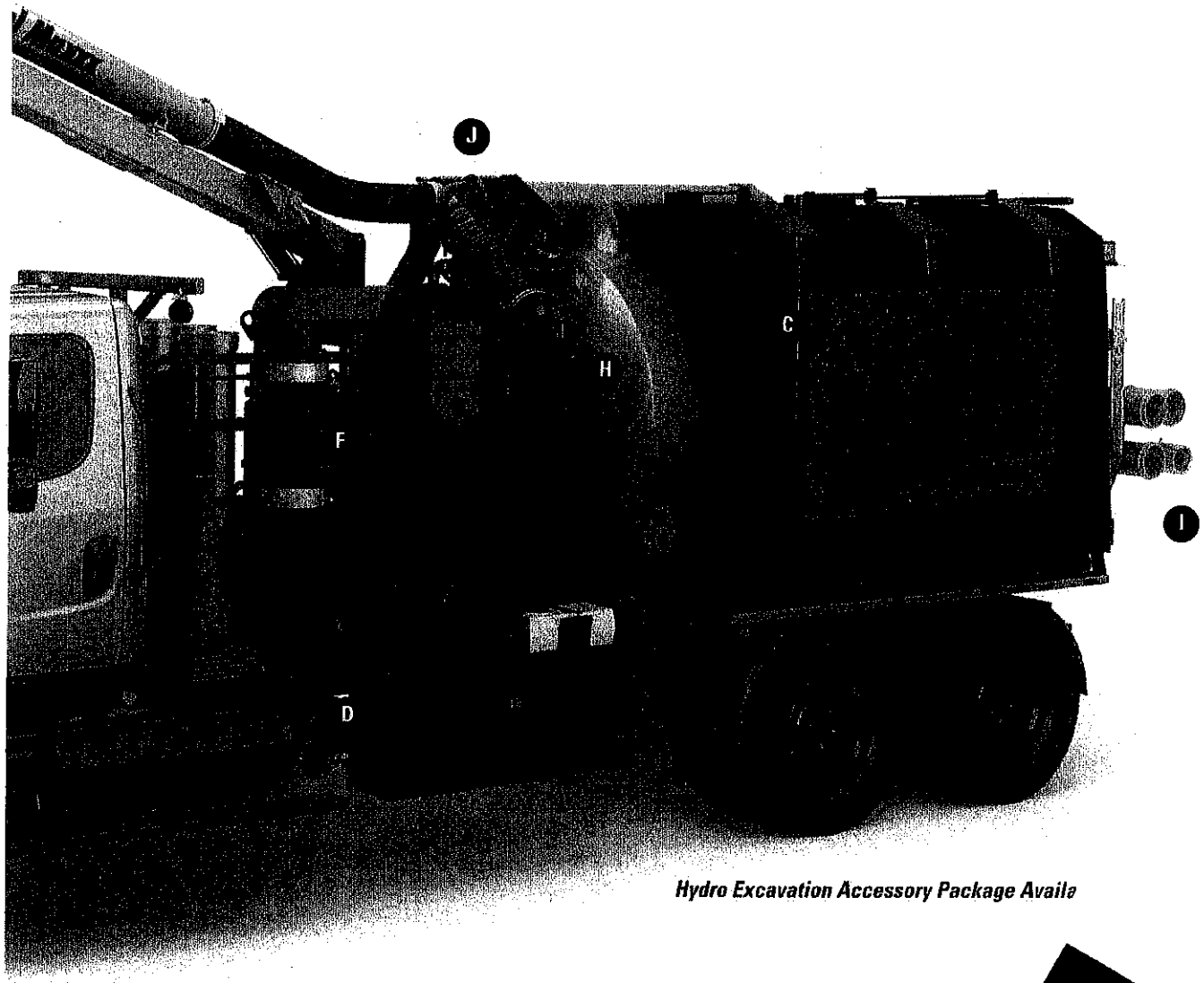
Outstanding Boom Movement



Ejection Unloading System



Collector Body Tilt Capability



Hydro Excavation Accessory Package Availa

ACCU-LEVEL *Load Sensor System*

The Camel 1200 is available with Super Products' patented Accule... body level sensor with digital display at front-mounted control panel fo...

WASTEWATER RECYCLING

Camel
WASTEWATER RECYCLING

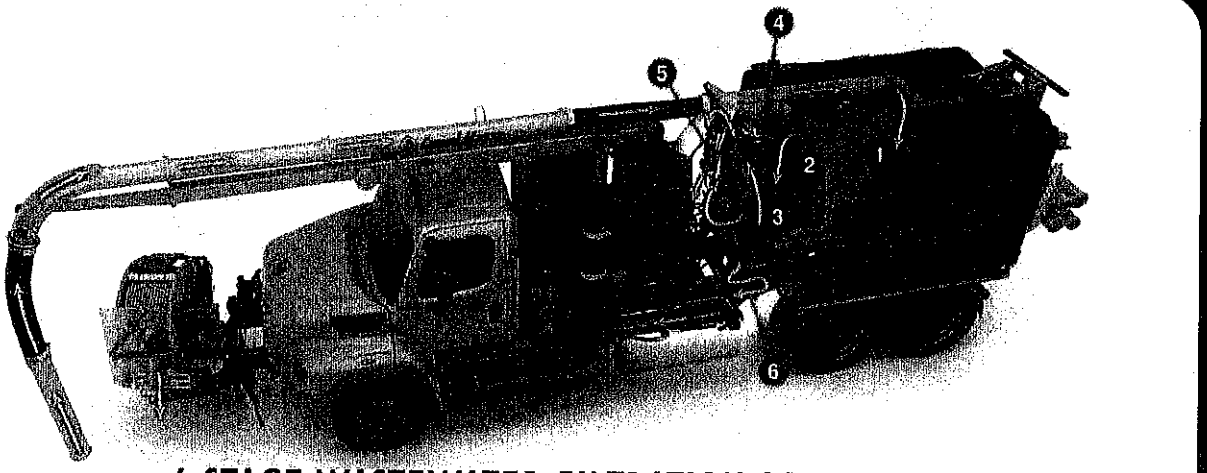
View the video; request your demo:
www.camelsaves.com

Available exclusively from Super Products, the Camel 1200's wastewater recycling system enable operators to clean sewers without the use of fresh water. And this can translate into substantial savings.

SAVE WATER!
Clean 2,500 feet of pipe a day; save 50,000 gallons of water a week.
Good for productivity. Good for the environment.

SAVE TIME!
Longer on-site performance. Clean 78% more pipe a day.
That's like adding two more days to the five day work week.

SAVE MONEY!
Saving water, saving time: Saves money.
Double your profits. Pay your unit off in months.



6-STAGE WASTEWATER FILTRATION PROCESS

1. Stage one of the separation of water and debris takes place inside the debris body. All debris and affluent material enters the debris tank on the front side of the ejector plate where initial water and debris separation takes place.
2. During the second stage the ejector plate separates liquid from solids in the debris body. The ejector plate has small clearances and passages to allow liquids to pass to the rear side of the ejector plate, holding solids on the front side.
3. The third stage consists of the settling area behind the ejector plate where water accumulates for the recycling process.
4. Stage four includes an oscillating, self–cleaning filter screen located inside the body on the rear side of the ejector plate. The oscillation creates a counter flow and agitates materials and liquids around it. This filter screen includes two self–cleaning spray bars. One is a low–pressure spray bar using recycled water that is constantly cleaning the outside of the screen. The other is an internal intermittent high–pressure spray bar that uses fresh water to internally clean the screen.
5. The fifth stage relies on a centrifugal separator located on the front tank head of debris body. This separator is designed to remove particles from the liquid via centrifugal action. The system includes an automatic continuous discharge of particles back into the debris body.
6. The sixth – and final – stage consists of a Y-type cast-iron strainer with a stainless-steel filter element that filters the liquid prior to the high-pressure water pump.

YOUR AUTHORIZED CAMEL REPRESENTATIVE

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30.10 Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)

Equipment Type		Qty.	Unit Price	Total
Purchase Price- Dump Truck Cab & Chassis as per Specifications – 24.1	model 348	1	$106,954	$106,954
	model 567	1	$127,525	$127,525

Make and Model: Peterbilt 348 / Peterbilt 567

Model Year: 2019

Estimated Time of Delivery: 30-60 Days

**** The quantities are estimates and are based on the best available information***

30.11 Section VIB– 14-16 Cubic Yard Dump Truck (Body)

Equipment Type	Qty.	Unit Price	Total
Purchase Price- 14-16 Yard Dump (Body) as per Specifications – 24.2	1	$22,414.	$22,414.

Make and Model: Maverick

Model Year: 2019

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information***

W/348

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*2/18/2019*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Laredo*		
End User Contact:	***Beto Ramirez***	Phone/Fax	*(956) 727-5400*
Product Description:	***Peterbilt 348-14/16 Yd Dump Bed***		

A: Base Price in Bid/Proposal Number:	*521-16*	Series: **348**	$ 73,656.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT
Peterbilt	Full Steel Inner Liner	$ 1,236.00
Peterbilt	Dana Spicer 20,000/Taper Leaf Springs 20K	$ 2,768.00
Peterbilt	Dana Spicer DSP 41 40,000/Air Trac 40,000	$ 10,466.00
Peterbilt	Paccar PX-9 350@2000 GOV@2200 Class C Brake By Jacobs	$ 5,734.00
Peterbilt	Allison 3000 RDS-P Transmission	$ 9,833.00
Peterbilt	Alcoa Aluminum Wheels & GY 1 PLY 11R22.5	$ 3,020.00
Subtotal Column 1:	$ 33,057.00	

OPT #	DESCRIPTION	AMOUNT
RTC-0051	21 Pt. Rush Care Inspection	$ 1,236.00
RTC-0006	Dump Body	$ 22,425.00
Subtotal Column 2:	$ 23,661.00	

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 56,718.00
C: Subtotal of A + B	$ 130,374.00

D: Non Published Options

TBEI 14/16 Yd Dump Bed with Options	$ (11.00)				
Subtotal Column 1:	$ (11.00)		Subtotal Column 2:	$ -	

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	$ (11.00)

E: Contract Price Adjustment (*If any, explain here*)

Multi Unit Discount			$ (995.00)

F: Total of C + D +/- E	$ 129,368.00
G: Quantity ordered Units: 1.00 x F	$ 129,368.00
H: BUYBOARD Administrative Fee	$ -

I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$ 129,368.00

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

02/12/2019 11:18 AM

Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: UNKNOWN
Customer: 36319
Cynthia Martinez
Rush Peterbilt-Laredo
10216 Union Pacific Blvd
Laredo TX 78045
USA

Phone: 956-237-6229
Fax: 19567171709

Taken By: Justin Poole

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01017596	Net 30 Days	2/12/2019	3/14/2019	LAUREANO, JOSE	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2208882	MV851600-1517YD-56/42/50SL6-STD-I	17,290.00	17,290.00

$22,414

FA01017596	Net 30 Days	2/12/2019	3/14/2019	LAUREANO, JOSE	USD

UM	Quantity	Item	Description	Unit Price	Extended Price

Yardage 15/17

Body Style: MAVERICK
Body ID: 85
Body Length: 16'
Hoist Model: 74133
Frame Style: TUBE w/X-MEM 12 C/L
Front Style: STRAIGHT
Rear Style: 6 SLANT
Front Exhaust Notch: NO
Front Height: 56
Side Height Front: 42
Side Height Rear: 42
Rear Height: 50
Side Material: SHEET-10GA-A36
Front Material: SHEET-10GA-A36
Tailgate Material: SHEET-7GA-A36
Floor Material: SHEET-3/16-AR450
Skirt Material: NA
Cabshield Style: NARROW-CENTER
Cabshield Projection: 24
Cabshield Width: 65
Tarp Style: SEMI AUTO
Tailgate Type: STANDARD
Coal Chutes: 0
Tailgate Bracing Style: 1 HORIZONTAL
Horizontal Side Brace: YES
Side Top Rail Style: 4x4x.120 (Standard)
Lineposts: YES
Dump Apron: HEAVY DUTY
Dump Apron Size: 10
Side Light Cutouts: LOWER FRONT
Metro Light Quantity: 1
Dirt Shedding Angle: NO
Board Holder Height: 8

Ladders / Steps: Ladder from Automation Model (STD Ladder)

Body Add-On: Paint
Paint: Match Cab/Custom ***LIGHT BLUE***

Truck: Truck
Truck: Installed
Side Boards: BOARD KIT WOOD 8" - UP TO 17' - NOT SLOPED SIDES
Hydraulic Tank: HYD TANK PYRAMID FLAT BOTTOM STD PHINST
Rear Hinge: ASSEMBLY HINGE REAR REM LARGE(STD) PHINS
Hoist - STD FRAMES W/ TUBING RUNNERS: 1811159 - 63108 HYVA
Cab Controls: Auto Trans: CTRL KIT ES PTO/CABLE TO PUMP PHINS
Pump - Auto Trans: PUMP KIT CS/AUTO G102-D1-2.0(073)C/W ROT
PTO - Auto Transmission: PTO KIT ELEC AT 280GDF-JP-B5RK PHINST
Mud Flaps - Maverick / Chisholm: MUD FLAP KIT 36"TEXAS W/GRAVGUARD
Backup Alarm: STD BACK-UP ALARM KIT PHINST
Front Harness Options: LTS KIT-C/S-2 C/M-PHINST
Side Harness Options: LTS KIT-LWR FRT C/M-16 MAV-PHINST
Rear Harness Options: LTS KIT-1SET MET-PHINST
Truck Plug Options: PETERBILT (2015&NEW) PIGTAIL
Air Tailgate Kit: TAILGATE KIT AIR PHINST
Body Prop: BODY PROP PHINST KIT <=16FT
Chrome Turnout: Cabshield Installed - Chrome Turnout
Cab Height: Other Cab Height (Specify on Order)

Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: UNKNOWN
Customer: 36319
Cynthia Martinez
Rush Peterbilt-Laredo
10216 Union Pacific Blvd
Laredo TX 78045
USA

Phone: 956-237-6229
Fax: 19567171709

Taken By: Justin Poole

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01017596	Net 30 Days	2/12/2019	3/14/2019	LAUREANO, JOSE	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2023938	SEMI AUTO-OX US TARP-4SPR-BULLETPROOF-IN	956.00	956.00
EA	1.00	1250103	HITCH 20" 50TON W/GLADS 7-PIN INSTALL	1,228.00	1,228.00
EA	1.00	1250067	ELECTRIC BRAKE CONTROL INSTALL	330.00	330.00

PTO Maintenance:
Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.
Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

Lift Axle:
Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service. If your chassis will be run in Louisiana, then Ox will need to be aware of this so we can mount your controls outside of the cab per state law.

**By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.

X _____

VIN_____ TRANS_____

ETA_____ DUMP BODY COLOR_____

Gross Sales:	20,714.00
Order Disc	910.00
Sale Amount:	19,804.00

Quote Response Form

Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: UNKNOWN
Customer: 36319

Cynthia Martinez
Rush Peterbilt-Laredo
10216 Union Pacific Blvd
Laredo TX 78045
USA

Phone: 956-237-6229
Fax: 19567171709

Taken By: Justin Poole

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01017596	Net 30 Days	2/12/2019	3/14/2019	LAUREANO, JOSE	USD

Freight:	2,610.00
Sales Tax:	0.00
FET Charges:	0.00
Total Amount:	22,414.00

31.0 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

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Lewis Woodall — Name
Signature — Date: 02/08/2019

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

32.0 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 Lewis Woodul
(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 08 day of Feb 2019.

Notary Public

My commission expires:
Jan 26, 2020

RUSH TRUCK CENTERS OF TEXAS, LP

Written Consent of Sole Director
In Lieu of Special Meeting

Pursuant to Section 141 of the General Corporation Law of the State of Delaware, the undersigned, being the sole director of Rushtex, Inc., a Delaware corporation (the "Company") and the sole general partner of Rush Truck Centers of Texas LP, dba Rush Truck Center, Laredo, a Texas limited partnership (the "Partnership"), in lieu of a special meeting, the notice and call of which are hereby expressly waived, does hereby consent to the adoption of the following resolution:

> RESOLVED, that Lewis Woodul, General Manager, is hereby authorized to execute on behalf of the Partnership any documents required in connection with quotes, requests for bids, quotations and proposals, and all contracts and related documents contemplated thereby, until he is no longer employed by the Partnership.

Dated effective September 11, 2015

W.M. "Rusty" Rush

BEING THE SOLE DIRECTOR

33.0 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 of 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: Lewis M.I. ____ Last: Woodul Suffix: ____

***2. Contract Information:**

a) Contract or project name: Heavy Duty Trucks FY-19-036

b) Originating department: Various City of Laredo Departments

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

Rush Truck Centers of Texas dba Rush Truck Center, Laredo

***4. List any business entity(ies) that is a partner, parent or 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.

☒ Names of partner, parent, or subsidiary business entities: See attachment

***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 have been retained to assist in seeking this contract.**

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

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

Rush Truck Centers of Texas, L.P.
Ownership

Summary:

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. is a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB.

Rushtex, Inc., General Partner
555 IH35 South, Suite 500
New Braunfels, TX 78130

Officers and Directors:

W. M. "Rusty" Rush, Sole Director, President and CEO
Derrek R. Weaver, VP, Sec'y, Treas.
Scott Anderson, VP, Finance and Insurance
Steve Keller, Assistant Secretary
Michael Lyons, Assistant Secretary

Address for all officers is as set forth above.

Rushco, Inc., Limited Partner
P.O. Box 200105
San Antonio, TX 78220-0105

Officers and Directors: **SAME AS ABOVE**

***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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☒ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Lewis Woodul **Title:** General Mgr

Company Name or DBA: Rush Truck Center, Laredo **Date:** 02/08/19

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

34.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

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

Statutory Declaration Regarding
Exemption from Filing Form 1295
for
Rush Truck Centers of Texas, LP

I, Michael S. Lyons, Assistant Secretary of Rushtex, Inc., a Delaware corporation and the sole general partner of Rush Truck Centers of Texas, LP, a Texas limited partnership, do hereby declare that:

1. Rush Truck Centers of Texas, LP is a wholly owned subsidiary of Rush Enterprises, Inc.
2. Rush Enterprises, Inc. is a public company traded on NASDAQ under the symbols RUSHA and RUSHB.
3. As a result of changes to Form 1295 made effective on January 1, 2018, a Form 1295 is not required for "a contract with a publicly traded business entity, ***including a wholly owned subsidiary of the business entity***. (Emphasis added.) See Texas Government Code § 2252.908(c)(4). (A copy of the statute is attached for reference.)
4. Pursuant to the foregoing, Rush Truck Centers of Texas, LP, as a wholly owned subsidiary of a public company, is not required to submit a Form 1295.

Acknowledged

Michael S. Lyons
Assistant Secretary

State of Texas)
)
County of Comal)

PERSONALLY appeared before me Michael S. Lyons who executed and attested the execution of this document.

SWORN TO BEFORE ME this 12th day of January 2018.

Cynthia Shedd
Notary Public for The State of Texas
My Commission Expires: 2/28/2019

CYNTHIA SHEDD
Notary Public
STATE OF TEXAS
My Commission Expires
02-28-2019
ID #12602250-6

TEXAS ETHICS COMMISSION

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 2252.908. DISCLOSURE OF INTERESTED PARTIES.

(a) In this section:

(1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

(2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.

(3) "Interested party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

(4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 61.003, Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

(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.

(c) Notwithstanding Subsection (b), this section does not apply to:

(1) a sponsored research contract of an institution of higher education;

(2) an interagency contract of a state agency or an institution of higher education;

(3) a contract related to health and human services if:

(A) the value of the contract cannot be determined at the time the contract is executed; and

(B) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

(5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or

(6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, 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.

(e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

(1) a list of each interested party for the contract of which the contracting business entity is aware; and

(2) a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:

"My name is _____, my date of birth is _____, and my address is

_____, _____, _____, _____,
(Street) (City) (State) (Zip Code)

_____. I declare under penalty of
(Country)

perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, _____.
(Month) (Year)

_____
Declarant".

(f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.

(g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's Internet website.

Added by Acts 2015, 84th Leg., R.S., Ch. 1024 (H.B. 1295), Sec. 3, eff. September 1, 2015.
Amended by:

Acts 2017, 85th Leg., R.S., Ch. 526 (S.B. 255), Sec. 5, eff. September 1, 2017.

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all repair and maintenance services performed by Rush for a customer ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

FEDERAL EXCISE TAX
Exemption Certificate
for Use by States & Local Governments
Treas. Reg. 48.4221-5

I hereby certify that I am _____ (title of officer) of the _____ (state or local government) ("Purchaser"), that I am authorized to execute this certificate on behalf of Purchaser, and that:

(check applicable type of certificate)

A. _____ the article/articles specified in the accompanying order or below:

Article/Articles (by VIN):

_____ _____

_____ _____

(if more room is needed, attach list of additional articles to this certificate)

OR

B. __X__ all orders placed by Purchaser for the period commencing January 1, 2019 (date) and ending December 31, 2021 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of Texas, LP (**"Dealer"**) for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than $10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

PURCHASER

By: _____

Name: _____

Title: _____

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

35.0 Vendors Instructions:

Hand held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

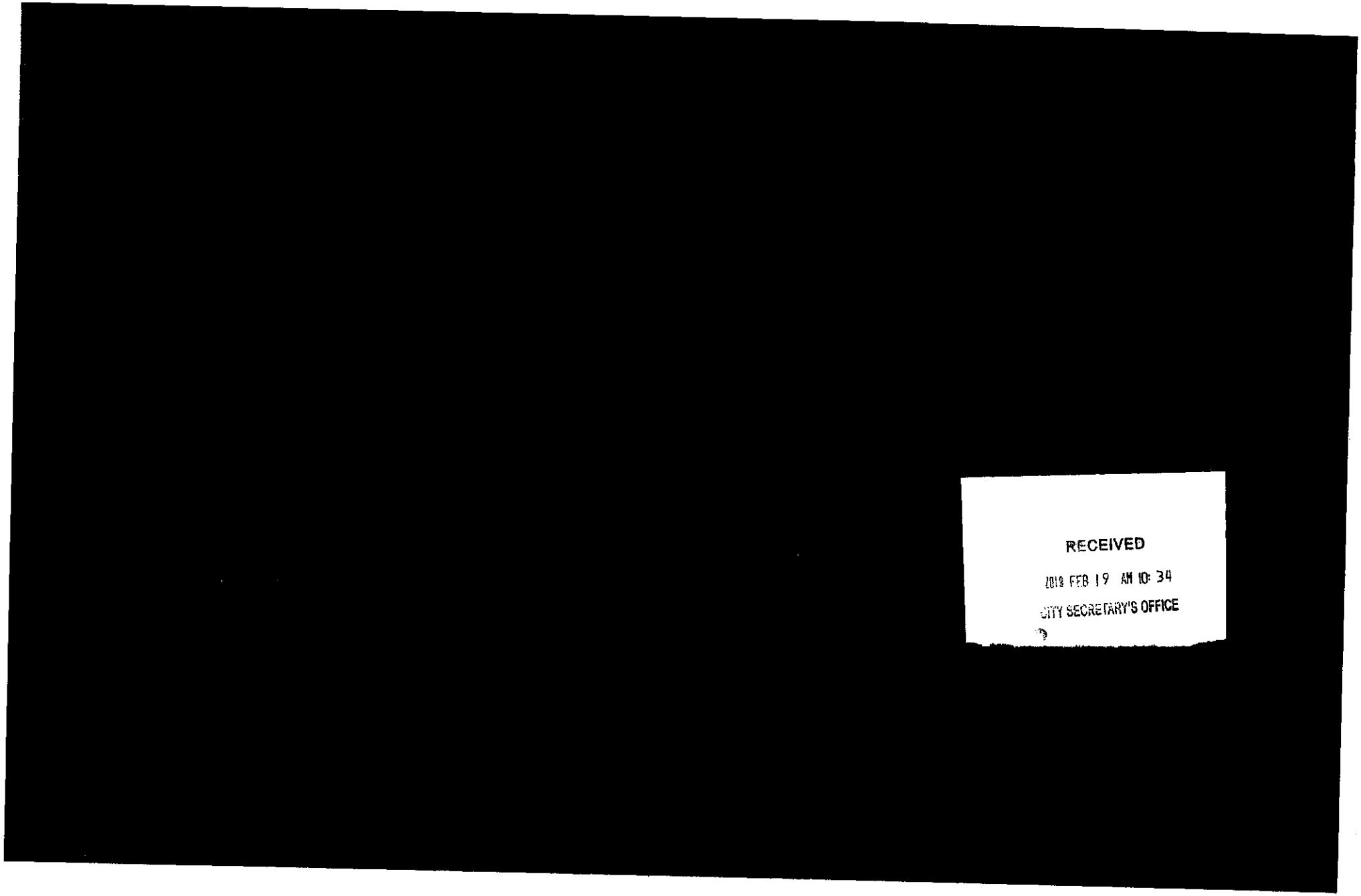
Bid: Heavy Equipment – Various City of Laredo Departments
FY19-036

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040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2019 FEB 19 AM 10:34
CITY SECRETARY'S OFFICE

				Nueces Power Equipment		DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC		Kyrish Truck Center (Santex Truck Centers)		Rush Truck Center, Laredo (Rush Truck Centers of Texas)	
				Total Price	$70,624.00	Total Price	$638,218.00	Total Price	$884,050.00	Total Price	$1,619,610.85
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I – Road Construction Sweeper	1	EA	**$70,624.00**	$70,624.00	No Bid				No Bid	
1.1	Purchase Price- Road Construction Sweeper as per Specifications – 1	1	EA	**$70,624.00**				No Bid			
2	Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)	1	EA	No Bid		**$413,480.00**	$413,480.00	$453,750.00	$453,750.00	$534,770.00	$534,770.00
2.1	Purchase Price- Dump Truck Cab & Chassis as per Specifications – 20.	5	EA			**$82,696.00**		$90,750.00		$106,954.00	
3	Section IIB– 12-14 Cubic Yard Dump Truck (Body)	1	EA	No Bid		**$86,250.00**	$86,250.00	**$86,250.00**	$86,250.00	$107,970.00	$107,970.00
3.1	Purchase Price- 12-14 Yard Dump (Body) as per Specifications – 20.2	5	EA			**$17,250.00**		**$17,250.00**		$21,594.00	
4	Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (C	1	EA	No Bid		No Bid		**$213,000.00**	$213,000.00	$255,050.00	$255,050.00
4.1	Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis) as per Specifica	2	EA					**$106,500.00**		$127,525.00	
5	Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (B	1	EA	No Bid		No Bid		No Bid		**$51,900.00**	$51,900.00
5.1	Purchase Price- 27 Cubic Yard Dump Trailer (Body) as per Specificatio	1	EA							**$51,900.00**	
6	Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)	1	EA	No Bid		No Bid				**$115,404.00**	$115,404.00
6.1	Purchase Price- Truck Tractor (Cab & Chassis) as per Specifications – 2	1	EA					No Bid		**$115,404.00**	
7	Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)	1	EA	No Bid		No Bid		No Bid		**$43,066.00**	$43,066.00
7.1	Purchase Price- Roll-Off Trailer Hoist (Body) as per Specifications – 22	1	EA							**$43,066.00**	
8	Section VA– Camel 1200 Combination Truck (Cab & Chassis)	1	EA	No Bid		No Bid				**$130,697.00**	$130,697.00
8.1	Purchase Price- Camel 1200 Combination Truck (Cab & Chassis) as pe	1	EA					No Bid		**$130,697.00**	
9	Section VB– Camel 1200 Combination Truck (Body)	1	EA	No Bid		No Bid		No Bid		**$251,385.85**	$251,385.85
9.1	Purchase Price- Combination Sewer Cleaner (Body) as per Specificatic	1	EA							**$251,385.85**	
10	Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)	1	EA	No Bid		$120,538.00	$120,538.00	$113,100.00	$113,100.00	**$106,954.00**	$106,954.00
10.1	Purchase Price- Dump Truck Cab & Chassis as per Specifications – 24.	1	EA			$120,538.00		$113,100.00		**$106,954.00**	
11	Section VIB– 14-16 Cubic Yard Dump Truck (Body)	1	EA	No Bid		**$17,950.00**	$17,950.00	**$17,950.00**	$17,950.00	$22,414.00	$22,414.00
11.1	Purchase Price- 14-16 Yard Dump (Body) as per Specifications – 24.2	1	EA			**$17,950.00**		**$17,950.00**		$22,414.00	

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WATER UTILITIES DEPARTMENT
Capital Outlay Request
Water & Sewer

Fiscal Year: **2018-2019**

	CURRENT YEAR APPROVED CAPITAL OUTLAY					
	Qty.	Description	New/Replace?	Amount	Total	Notes
	Machinery and Equipment					
4130	1	Towed Street Sweeper	New	$55,000	$55,000	Would like to keep existing sweeper
		Total Machinery & Equipment	**TOTAL**		**$55,000**	

	Automotive					
4130	3	International 7400 Dump Truck	Replacement	$105,000	$315,000	Replacements
4210	1	12 YD Dump Truck (Unit #14325)	Replacement	$95,000	$95,000	Replace Unit #14325
4210	1	12 YD Dump Truck (Unit #14332)	Replacement	$95,000	$95,000	Replace Unit #14332
4210	1	27 CU.Yard Tractor-End Dump Trailer (Unit # 14322)	Replacement	$200,000	$200,000	Replace Unit#14322
4210	1	2008 Peterbuilt Tractor (Unit 14351)	Replacement	$200,000	$200,000	Replace Unit #14351
4210	1	2012 roll off trailer Benlee (Unit#14397 YR2012)	Replacement	$150,000	$150,000	Replace Unit 14397
4220	1	Camel 1200 Combination Truck	New	$354,240	$354,240	12 yard combination truck
4220	1	12-16 Yd Dump Truck	Replacement	$125,980	$125,980	Replacement of unit 14353 model 2008
		Total Automotive	**TOTAL**		**$1,535,220**	
		Total Machinery & Equipment & Automotive	**TOTAL**		**$1,590,220.00**	

				Nueces Power Equipment		DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC			Kyrish Truck Center (Santex Truck Centers)			Rush Truck Center, Laredo (Rush Truck Centers of Texas)			eta
				Total Price	$70,624.00	Total Price	eta	$638,218.00	Total Price	eta	$884,050.00	Total Price		$1,619,610.85	
Line #	Description	QTY	UOM	Unit	Extended	Unit		Extended	Unit		Extended	Unit		Extended	
1	Section I – Road Construction Sweeper	1	EA	$70,624.00	$70,624.00	No Bid						No Bid			
1.1	Purchase Price- Road Construction Sweeper as per Specifications – 19.0	1	EA	$70,624.00					No Bid						
2	Section IIA– 12-14 Cubic Yard Dump Truck (Cab & Chassis)	1	EA	No Bid		$413,480.00		$413,480.00	$453,750.00		$453,750.00	$534,770.00		$534,770.00	
2.1	Purchase Price- Dump Truck Cab & Chassis as per Specifications – 20.1	5	EA			$82,696.00	120-210 days		$90,750.00	200 days		$106,954.00	60-90 days		
3	Section IIB– 12-14 Cubic Yard Dump Truck (Body)	1	EA	No Bid		$86,250.00	30 days after	$86,250.00	$86,250.00	15 days after	$86,250.00	$107,970.00	30days after	$107,970.00	
3.1	Purchase Price- 12-14 Yard Dump (Body) as per Specifications – 20.2	5	EA			$17,250.00			$17,250.00			$21,594.00			
4	Section IIIA– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Cab & Chassis)	1	EA	No Bid		No Bid			$213,000.00		$213,000.00	$255,050.00		$255,050.00	
4.1	Purchase Price- 27 Cubic Yard Tractor (Cab & Chassis) as per Specifications – 21.1	2	EA						$106,500.00	90 days		$127,525.00	30-60 days		
5	Section IIIB– 27 Cubic Yard Tractor for Aluminum End Dump Trailer (Body)	1	EA	No Bid		No Bid			No Bid			$51,900.00		$51,900.00	
5.1	Purchase Price- 27 Cubic Yard Dump Trailer (Body) as per Specifications – 21.2	1	EA									$51,900.00			
6	Section IVA– Truck Tractor for Roll-Off Trailer Hoist (Cab & Chassis)	1	EA	No Bid		No Bid						$115,404.00		$115,404.00	
6.1	Purchase Price- Truck Tractor (Cab & Chassis) as per Specifications – 22.1	1	EA						No Bid			$115,404.00			
7	Section IVB– Truck Tractor for Roll-Off Trailer Hoist (Body)	1	EA	No Bid		No Bid			No Bid			$43,066.00		$43,066.00	
7.1	Purchase Price- Roll-Off Trailer Hoist (Body) as per Specifications – 22.2	1	EA									$43,066.00			
8	Section VA– Camel 1200 Combination Truck (Cab & Chassis)	1	EA	No Bid		No Bid						$130,697.00		$130,697.00	
8.1	Purchase Price- Camel 1200 Combination Truck (Cab & Chassis) as per Specifications – 23.1	1	EA						No Bid			$130,697.00			
9	Section VB– Camel 1200 Combination Truck (Body)	1	EA	No Bid		No Bid			No Bid			$251,385.85		$251,385.85	
9.1	Purchase Price- Combination Sewer Cleaner (Body) as per Specifications – 23.2	1	EA									$251,385.85			
10	Section VIA– 14-16 Cubic Yard Dump Truck (Cab & Chassis)	1	EA	No Bid		$120,538.00		$120,538.00	$113,100.00		$113,100.00	$106,954.00		$106,954.00	
10.1	Purchase Price- Dump Truck Cab & Chassis as per Specifications – 24.1	1	EA			$120,538.00	180-330days		$113,100.00	60-90days		$106,954.00	30-60 days		
11	Section VIB– 14-16 Cubic Yard Dump Truck (Body)	1	EA	No Bid		$17,950.00		$17,950.00	$17,950.00		$17,950.00	$22,414.00		$22,414.00	
11.1	Purchase Price- 14-16 Yard Dump (Body) as per Specifications – 24.2	1	EA			$17,950.00			$17,950.00			$22,414.00			

FLEET MANAGEMENT RECOMMENDEDATION FY19-036		
1.1 NPE RECOMMENDED	$ 70,624.00	
2.1 DOGGETT REOMMENDED	$ 413,480.00	
3.1 DOGGETT RECOMMENDED	$ 86,250.00	
4.1 KYRISH RECOMMENDED	$ 213,000.00	
5.1 RUSH COMMENENTED	$ 51,900.00	
6.1 RUSH COMMENENTED	$ 115,404.00	
7.1 RUSH COMMENENTED	$ 43,066.00	
8.1 RUSH COMMENENTED	$ 130,697.00	
9.1 RUSH COMMENENTED	$ 251,385.85	
10.1 RUSH COMMENENTED	$ 106,954.00	
11.1 RUSH COMMENENTED	$ 22,414.00	

City Council-Regular

Meeting Date: 03/18/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Ronald W. Miller, Acting Fleet Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award contract FY19-033 for the purchase of heavy duty equipment for various city departments to the following low bidders:

1. Nueces Power Equipment, Laredo, Texas in the amount of $1,055,211.00 for the purchase of four (4) backhoes, and one (1) dozer;
2. AG Pro-Company of Texas, Weslaco, Texas in the amount of $170,485.34 for the purchase of one (1) utility tractor, one (1) EZ riding mower, one (1) mini-excavator and four (4) utility vehicles;
3. Ron Grant Equipment, Laredo, Texas in the amount of $43,386.00 for the purchase of three (3) backhoe trailers, and three (3) utility trailers;
4. Holt Texas, Laredo, Texas in the amount of $600,156.37 for the purchase of one (1) skid steer, and one (1) articulated dump truck.

All replacement heavy duty equipment that have reached their useful life-- refer to attachment "Replacement Unit #'s". All this heavy duty equipment will supplement the Utilities Departments operations. Funding is available in the 2018 Solid Waste PPFCO and the Water and Sewer 2018 PPFCO Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bid solicitations and received five (5) bids through Cit-E-Bid for the purchase of heavy duty equipment for various departments. Although Nueces Power Equipment submit a low bid for Section I, the equipment submitted does not meet specifications. A recommendation is being presented to the City Council that contracts be awarded to Nueces Power Equipment, AG Pro-Company of Texas, Ron Grant Equipment, and Holt Texas. The City of Laredo reserves the right to purchase additional equipment at the bid pricing within a 90 day period with the consent of the vendor. Delivery is expected within one hundred twenty to one hundred eighty days after receipt of order.

Summary:

Nueces Power Equipment	Qty	Unit Price	Ext. Price	**AG Pro-Equipment**	Qty	Unit Price	Ext. Price
2019 Case 580N Backhoe (Utilities Dept.)	4	$ 79,372.00	$ 317,488.00	2019John Deere Utility Tractor (Utilities Department)	1	$ 41,931.45	$ 41,931.45
2019 Liebherr Dozer (Solid Waste Services Dept.)	1	$ 737,723.00	$ 737,723.00	2019John Deere EZ Riding Mower (Utilities Department)	1	$ 15,689.17	$ 15,689.17
		Total	**$1,055,211.00**	2019 John Deere Mini-Excavator (Utilities Deparmtent)	1	$ 48,899.80	$ 48,899.80
				2019 John Deere XUV825E Utility Vehicles	4	$ 15,991.23	$ 63,964.92
						Total	**$170,485.34**
Ron Grant Equipment	Qty	Unit Price	Ext. Price	**Holt Texas**	Qty	Unit Price	Ext. Price
2019 Lamar Utility Trailers (Utilities Dept.)	3	$ 4,967.00	$ 14,901.00	2019 Caterpillar 259D Skid Steer (Utilities Dept.)	1	$ 68,604.08	$ 68,604.08
2019 Lamar Backhoe Trailers (Utilities Dept.)	3	$ 9,495.00	$ 28,485.00	2019 Caterpillar 730 Articulated Dump Truck Solid Waste Services Dept	1	$ 531,552.29	$ 531,552.29
		Total	**$ 43,386.00**			**Total**	**$ 600,156.37**

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?: Y
Source of Funds: 2018 PPFCO
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in the following accounts:

Department	Account Number	Amount
Water 2018 PPFCO	557-4175-535-9001 557-4175-535-9004	$ 43,386.00 $ 492,612.50
Sewer 2018 PPFCO	559-4275-535-9004	$ 63,964.92
Solid Waste Services 2018 PPFCO	556-2575-535-9004	$ 1,269,275.29

Attachments

FY19-033 Bid Tabulation & Recommendation
FY19-033 Contracts
FY19-033 Heavy Equipment Replacement Unit#s

				RON GRANT EQUIPMENT, INC		True North Logistics, LLC		AgPro		Nueces Power Equipment		Holt Texas, LTD.	
				Total Price	$43,386.00	Total Price	$63,309.00	Total Price	$188,097.70	Total Price	$1,250,886.00	Total Price	$1,777,010.78
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I – Utility Tractor	1	EA	No Bid		No Bid		$41,931.45	$41,931.45	**$27,500.00**	$27,500.00	No Bid	
1.1	Purchase Price- Utility Tractor as per Specifications – 19.0	1	EA					$41,931.45		**$27,500.00**			
2	Section II– Flex Rotary Wing	1	EA	No Bid		No Bid		**$17,612.36**	$17,612.36	$21,500.00	$21,500.00	No Bid	
2.1	Purchase Price- Flex Rotary Wing as per Specifications – 20.(	1	EA					**$17,612.36**		$21,500.00			
3	Section III– Mower	1	EA	No Bid		No Bid		**$15,689.17**	$15,689.17			No Bid	
3.1	Purchase Price- Mower as per Specifications – 21.0	1	EA					**$15,689.17**		No Bid			
4	Section IV– Skid Steer	1	EA	No Bid		No Bid				$83,608.00	$83,608.00	**$68,604.08**	$68,604.08
4.1	Purchase Price- Skid Steer as per Specifications – 22.0	1	EA					No Bid		$83,608.00		**$68,604.08**	
5	Section V– Mini-Excavator	1	EA	No Bid		No Bid		**$48,899.80**	$48,899.80	$63,067.00	$63,067.00	$52,934.50	$52,934.50
5.1	Purchase Price- Mini-Excavator per Specifications – 23.0	1	EA					**$48,899.80**		$63,067.00		$52,934.50	
6	Section VI– Trailer	1	EA	**$14,901.00**	$14,901.00	$25,251.00	$25,251.00	No Bid				No Bid	
6.1	Purchase Price- Trailer as per Specifications – 24.0	3	EA	**$4,967.00**		$8,417.00				No Bid			
7	Section VII– Trench Roller	1	EA	No Bid		No Bid		No Bid		No Bid		No Bid	
7.1	Purchase Price- Trench Roller as per Specifications – 25.0	1	EA										
8	Section VIII– Backhoe	1	EA	No Bid		No Bid				**$317,488.00**	$317,488.00	$335,229.96	$335,229.96
8.1	Purchase Price- Backhoe as per Specifications - 26.0	4	EA					No Bid		**$79,372.00**		$83,807.49	
9	Section IX– Backhoe Trailer	1	EA	**$28,485.00**	$28,485.00	$38,058.00	$38,058.00			No Bid		No Bid	
9.1	Purchase Price- Backhoe Trailer as per Specifications - 27.0	3	EA	**$9,495.00**		$12,686.00		No Bid		No Bid			
10	Section X– Utility Vehicle	1	EA	No Bid		No Bid		**$63,964.92**	$63,964.92	No Bid		No Bid	
10.1	Purchase Price- Utility Vehicle as per Specifications - 28.0	4	EA					**$15,991.23**					
11	Section XI– Dozer	1	EA	No Bid		No Bid				**$737,723.00**	$737,723.00	$788,689.95	$788,689.95
11.1	Purchase Price- Dozer as per Specifications – 29.0	1	EA					No Bid		**$737,723.00**		$788,689.95	
12	Section XII– Articulated Dump Truck	1	EA	No Bid		No Bid				No Bid		**$531,552.29**	$531,552.29
12.1	Purchase Price- Articulated Dump Truck as per Specification:	1	EA					No Bid				**$531,552.29**	

Fleet Management recommendations

Section I – Utility Tractor			$41,931.45	
Section II– Flex Rotary Wing			**$17,612.36**	
Section III– Mower			**$15,689.17**	
Section IV– Skid Steer				**$68,604.08**
Section V– Mini-Excavator			**$48,899.80**	
Section VI– Trailer	$ 14,901.00			
Section VII– Trench Roller				
Section VIII– Backhoe				**$317,488.00**
Section IX– Backhoe Trailer	**$28,485.00**			
Section X– Utility Vehicle			**$63,964.92**	
Section XI– Dozer				**$737,723.00**
Section XII– Articulated Dump Truck				**$531,552.29**
total				
totals	**$ 43,386.00**		**$188,097.70**	**$1,055,211.00**	**$600,156.37**
	RON GRANT EQUIPMENT, INC	True North Logistics, LLC	AgPro	Nueces Power Equipment	Holt Texas, LTD.

FY19-033 Heavy Equipment - Various Departments Add

AgPro

Supplier Response

Event Information

Number: FY19-033 Heavy Equipment - Various Departments Add
Title: FY19-033 Heavy Equipment - Various Departments
Type: Request For Bid
Issue Date: 1/18/2019
Deadline: 2/12/2019 05:00 PM (CT)

Contact Information

Contact: Jose A. Valdez, Jr.

Address: 1110 Houston St
3rd floor
City Secretary
City Hall
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

AgPro Information

Contact: RD Machen
Address: 2000 E Expy 83
Weslaco, TX 78596
Phone: (956) 535-0507
Email: rmachen@agproco.com

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

RD Machen
Signature

rmachen@agproco.com
Email

Submitted at 2/11/2019 4:10:04 PM

Bid Attributes

1 Award By Section

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

Yes

2 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

Agpro RD Machen 956-535-0507

4 State how long under has the business been in its present business name

1.5 Years

5 If applicable, list all other names under which the Business identified above operated in the last five years

Neuhaus & Co.

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**

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 Miguel A. Pescador, Purchasing Agent at 956-794-1731.

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**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

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)

RD Machen

16 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

Heavy Equipment FY19-033

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

N/A

18 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

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 entitites 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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. Discloure of Conflict of Interest**

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

I am not aware of any conflict of interest

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 Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

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

RD Machen, Sales Rep. AGPro, 2-11-19

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 compensatio... (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 HAND DELIVERED 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 by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications. (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract. (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order. (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale". (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers. (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid. 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications. 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled. 11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042. (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

40 **Addendum I & II**

Addendum Requires Acknowledgement

Acknowledge

41 ***Attribute deleted as part of an Addendum***

Bid Lines

1 **Package Header**

Section I – Utility Tractor

Quantity: 1 UOM: EA Total: $41,931.45

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

1.1 Purchase Price- Utility Tractor
as per Specifications – 19.0

Quantity: 1 UOM: EA Price: $41,931.45 Total: $41,931.45

2 **Package Header**

Section II– Flex Rotary Wing

Quantity: 1 UOM: EA Total: $17,612.36

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

2.1 Purchase Price- Flex Rotary Wing
as per Specifications – 20.0

Quantity: 1 UOM: EA Price: $17,612.36 Total: $17,612.36

3 **Package Header**

Section III– Mower

Quantity: 1 UOM: EA Total: $15,689.17

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

3.1 Purchase Price- Mower
as per Specifications – 21.0

Quantity: 1 UOM: EA Price: $15,689.17 Total: $15,689.17

4 **Package Header**

Section IV– Skid Steer

Quantity: 1 UOM: EA Total: *No response*

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

4.1 Purchase Price- Skid Steer
as per Specifications – 22.0

Quantity: 1 UOM: EA

No Bid

5 Package Header

Section V– Mini-Excavator

Quantity: 1 UOM: EA Total: $48,899.80

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

5.1 Purchase Price- Mini-Excavator
per Specifications – 23.0

Quantity: 1 UOM: EA Price: $48,899.80 Total: $48,899.80

6 Package Header

Section VI– Trailer

Quantity: 1 UOM: EA

No Bid

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

6.1 Purchase Price- Trailer
as per Specifications – 24.0

Quantity: 3 UOM: EA Price: *No response* Total: *No response*

7 Package Header

Section VII– Trench Roller

Quantity: 1 UOM: EA

No Bid

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

7.1 Purchase Price- Trench Roller
as per Specifications – 25.0

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

8 Package Header

Section VIII– Backhoe

Quantity: 1 UOM: EA Total: *No response*

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

8.1 Purchase Price- Backhoe
as per Specifications - 26.0

Quantity: 4 UOM: EA ***No Bid***

9 Package Header

Section IX– Backhoe Trailer

Quantity: 1 UOM: EA Total: *No response*

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

9.1 Purchase Price- Backhoe Trailer
as per Specifications - 27.0

Quantity: 3 UOM: EA ***No Bid***

10 Package Header

Section X– Utility Vehicle

Quantity: 1 UOM: EA Total: $63,964.92

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

10.1 Purchase Price- Utility Vehicle
as per Specifications - 28.0

Quantity: 4 UOM: EA Price: $15,991.23 Total: $63,964.92

11 **Package Header**

Section XI– Dozer

Quantity: 1 UOM: EA Total: *No response*

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

11.1 Purchase Price- Dozer
as per Specifications – 29.0

Quantity: 1 UOM: EA ***No Bid***

12 **Package Header**

Section XII– Articulated Dump Truck

Quantity: 1 UOM: EA Total: *No response*

Item Notes: **** The quantities are estimates and are based on the best available information***

Package Items

12.1 Purchase Price- Articulated Dump Truck
as per Specifications – 30.0

Quantity: 1 UOM: EA

No Bid

Response Total: $188,097.70

#2 ORIG.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

HEAVY EQUIPMENT
VARIOUS DEPARTMENTS **REVISED 1/22/19**

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 the purchase of heavy equipment for various City of Laredo Departments.

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 held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 12, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Equipment – Various City of Laredo Departments
FY19-033

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

January 22, 2019

Addendum No. 1

Ref: Bid: **Heavy Equipment – Various City of Laredo Departments**
FY19-033
Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following **modifications to the Bid**:

On **page 13** modification of specification 23.0
Change from 35E to 35G.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Acknowledgement of Addendum #1 _____ 2.11.19
(Please sign/ date and include with bid submittals)

XC Purchasing File

Michael Puryear, General Counsel

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of heavy equipment for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 12, 2019** and all bids received will be **opened** and read publicly on **February 13, 2019 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Heavy Equipment – Various City of Laredo Departments
FY19-033

Bids can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 18th DAY OF JANUARY 2019.

Jose A. Valdez Jr
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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 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 its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Heavy Equipment
Various City of Laredo Departments

15.0 Scope of Work

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 the purchase of heavy equipment for various City of Laredo Departments. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department Point of Contact:

Contact	Phone#	Email
Heberto "Beto" L. Ramirez	(956) 727-6455	hramirez@ci.laredo.tx.us

15.1 All questions for this bid shall be submitted in writing or by email no later than, January 24, 2019 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

15.2 All heavy duty equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 Contract Provisions

16.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

16.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

16.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.4 TAX, TITLE, AND LICENSE: All equipment purchase prices shall exclude tax, title, and license fees.

17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: _____

Address: _____

Phone Number: _____

Service Manager: _____

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 Utility Tractor Specifications

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer John Deere 5055E Utility Tractor w/520M Loader, w/MX6 Lift-Type Rotary Cutter-540 RPM PTO or Equivalent.

19.1 Minimum Specifications

Engine	59 (43.9 kW) 97/68/EC Engine Horsepower @ 2100 RPM 41 (30.5 kW) PTO Horsepower @ 2100 RPM 3 Cylinder Turbocharged John Deere Power Tech Diesel Engine 179 C.I.D. (2.9L) EPA Final Tier 4 Compliant
Fuel Tank	19.6 U.S. Gallon (74 L) Fuel Tank Capacity
Transmission	12F/12R PowrReverser, 540/540E(PR)
Hydraulics	Open Center Hydraulic System Tandem Gear Pump 18.2 GPM (68.9 LPM) Maximum Total Flow
Steering	Steering Pump 6.8 GPM (25.7 L/min) Implement Pump 11.4 GPM (43.1 LPM) Loader Prep Package, Dual mid value with Joystick Control
Hitch & Draw Bar	Rear Rockshaft with Position Control, Draft Control, and Adjustable Rate of Drop 3-Point (Category II) Hitch with Sway Bars – Convertible to Category I Adjustable Drawbar
Final Drive	Flanged Rear Axle, Planetary Final Drives; Mechanical Front Wheel Drive
Brakes	Hydrostatic Power Steering,; Hydraulically Actuated Wet Disk Brakes; Self-Equalizing and Self-Adjusting
Tires & Wheels	14.9-28 In. 6PR R1 Bias; 9.5-24 In. 6PR R1 Bias
Dealer Attachments	Backup Alarm Kit, Deluxe Canopy, Canopy Mounting Kit, Non-Contract Rear Hydro Value Kit, Non-Contract Mid Mount Brackets (Loader Setup); Non-Contract 3-Pt Pin Kit, Beacon Light Kit
Loader Attachment	520M Loader; 1850-mm (73 in.) Global Heavy Duty Bucket
Cutter	MX6 Lift-Type Rotary Cutter; 540 RPM PTO, Non-Contract 3PT Pin Kit

20.0 Flex Rotary Wing Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer John Deere R10 Flex-Wing Rotary Cutter or Equivalent

20.1 Minimum specifications

Item	Minimum Specifications
Cutting Width	10' (3.05 m)
Cutting Capacity	4" (101.6 mm)
Tractor PTO HP Range	50 HP (37 kW)
Tractor PTO	540 RPM
Transport Width	8.2' (2.5 M) at Wing Wheels
Deck Thickness – Upper - Lower	7 Gauge (4.55 mm) 0.18"
Shirt Thickness	3 Gauge (6 mm) 0.24"
Approximate Weight	5685 lb. (2578 kg)
Drivelines – Size – Main	CV ASAE Category 6, Splined Telescoping Profiles
Blade Tip Speed	288 fps (87.8 m/s)
Hitch & Stand	Standard Self-Level Hitch Clevis w/ 22.5" (57.2 cm) Narrow Profile Width; Mechanical Jack stand; Hydraulically Operated Height
Wheels	5-Bolt, 24PR Severe Duty Ag Foam Filled 26x9x14.5

21.0 Mower Specifications

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer John Deere Z997R Diesel Zero-Turn Mower or Equivalent.

21.1 Minimum Specifications

Engine, Diesel, Current EPA Compliant	25 HP Approx., liquid cooled diesel engine
Engine Power	Gross at 3,200 rpm
Transmission	Dual hydrostatic wheel drive TuffTorq heavy-duty ground drive with cross porting
Blade Tip	Approx. 18,000 fpm; 5,486 m/min
PTO	V-belt; Electric Clutch
Fuel Tank Capacity	11.5 U.S. Gallons
Mower Deck Size	Side Discharge, 60 inches; 7 gauge
Drive Wheels	24 x 12-12 Michelin Tweel Turf Tires
Caster Wheels	13x5.0-6 Flat Free
Brakes	Dynamic, Twin motion levers
Park Brakes	Internal wet disk integrated in transmission
Hydraulics	Oil Cooler, Radiator Type
Seat	Deluxe with armrests
Dealer Attachments	HD Canopy Kit, HD Belt Kit

22.0 Skid Steer Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2018 or newer, T650, T4 Bobcat Compact Track Loader or Equivalent.

22.1 Minimum Specifications

Engine, Diesel	74 HP, Tier 4, Turbo Diesel Engine
Transmission	Auto Idle, Auto-shift, 2-Speed Travel
Operating Capacity (SAE)	2,570 lbs.
Hydraulic System	
System Relief @ Quick Couplers	3,500 psi
Auxiliary High Flow	30.5 gal/min
Shutdown	Engine/Hydraulics Systems Shutdown
Operating Weight	9,113 lb.
Cab/Canopy	Enclosed Cab with HVAC Meets all ROPS requirements (SAE-J1040 & ISO 3471) Meets all FOPS requirements (SAE-J1043 & ISO 3449) Adjustable Suspension Seat, Top & Rear Windows Seat Bar, Seat Belt Solid Mounted Carriage with 4 Rollers
Tracks	Rubber, 12 ½" Wide
Parking Brake	Spring Applied, Pressure Released
Planer	24" Planer, High Flow, Drum 24 Fastcut
Bucket/Blade	74" Low Profile Buck, Bolt-On Cutting Edge, 74" Hydraulic Breaker with Nail Point, Loader Mounting Frame, Hose Kit Breakers
Fuel Tank Capacity	43.9 gal.
Additional Features	Backup Alarm, Bob-Tach, Bobcat Interlock Control System, Standard Controls, Cylinder Cushioning – Lift/Tilt, Glow Plugs (Automatically Activated), horn, Instrumentation to include: Engine Temperature and Fuel Gauges, Hour Meter, RPM and Warning Lights. Lift Arm Support Machine Warranty: 24 months or 2000 hours

23.0 Mini Excavator Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Tier 4, Mini Excavator John Deere 35G with Extended Boom or Equivalent.

23.1 Minimum Specifications

Engine, Diesel	33.5 HP, Turbocharged, Tier 4 Final, Non DPF
Transmission	Auto Idle, Auto-shift, 2-Speed Travel
Operating Weight	7,450 lbs.
Hydraulics	Auxiliary hydraulics, selectable flow with boom
	Engine/Hydraulic Monitor with Shutdown
	Fingertip Auxiliary Hydraulic Control
	Fingertip Boom Swing Control
Cab/Canopy	Enclosed Cab with HVAC
	Meets all ROPS, FOPS, and TOPS requirements

Arm/Bucket/Blade	Extendable Arm w/ Heavy Counterweight, 2nd Aux. Hyd. Extendable Arm, Clamp w/ Exchange Ext. Arm, Travel Motion Alarm, Hydraulic Angle Blade, 24" MX3 XCHG Teeth, 12" MX3 XCHG
Digging Depth	11'
Lift Capacity	2866 lbs.
Fuel Tank Capacity	14 gal.
Miscellaneous	Hydraulic Joy Stick Controls, Rubber Tracks, Work lights, X-Change (Attachment Mounting System), Zero Tail Swing, Machine Warranty: 24 months or 2000 hours

24.0 Trailer Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Kaufman Trailer for Mini-Excavator with Boom Trailer or Equivalent.

24.1 Minimum specifications

Item	Minimum Specifications
GVWR	Heavy Duty 14,000 lbs.
Deck Length	18'
Deck Width	83"
Deck Height	18"
Overall Width	83"
Overall Length	23' (Ramps in Fold over position)
Fold up Ramps	5'
Hitch	3" Adj. Pintle Eye (35k) Coupler
Jack	(2) 10,000 lb. Speed Jacks
Axles	2-7000 lb. E-Z Lube Axles
Suspension	Slipper Springs
Frame	6" Channel, w/ 3" channel crossmembers, 24" on center
Tongue	6" Channel
Floors	2" Treated Wood
Coupler	2 5/16" Adjustable Ball Coupler
Safety Chains	½" High Test w/ HD Grab Hooks
Tie Downs	Stakepockets and D-Rings on Headboard, 3 per side
Fenders	Diamond Plate
Ramps	5' x 17 ½" Fold Over, Self-Supporting, Spring Assist, Adjustable Load Width
Light Plug	Primary Light Plug (7-Way Plug)
Lights	All D.O.T. Lights (LED), 12 Volt Sealed Beam, Rubber Mounted
Breakaway System	12 Volt w/Battery and Switch
Suspension	7 Leaf x 3" wide, Slipper Spring
Brakes	All Electric Brakes, 12 ¼ x 3 ½"
Wheels	17.5" x 6.75" Dual (8) 10 Bolt Budd Style
Tires	235/80R16, Radial 16-Ply, Plus Spare
Trailer Weight	6500 lbs.
Tool Box	Front Tool Box in Hitch Well
Paint	Primed, 2 Coats of Automotive Grade Enamel, Black

25.0 Trench Roller Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Ammann Trench Roller Model ARR 1575 or Equivalent.

25.1 Minimum Specifications

Engine, Diesel	20 HP, Tier 4 Final, Yanmar 3TNV80F
Power Acc. ISO 14396	14.6 kW (20 HP)
Maximum Torque	18.4/1800 Nm/rpm
No. of Cylinders	3 / Water Cooling
Drive System	Hydrostatic
Operating Weight	1340/1400 kg (2950/3170 lb.)
Compaction Force (Frequency)	40 Hz (2400 VPM)
Machine Length	1980 mm (78")
Wheelbase	1000 mm (39.4")
Machine Height	1317 mm (51.9")
Machine Width	640/850 mm (25.2 / 33.46")
Machine Length	2227 mm (87.7")
Fuel Tank Capacity	28 L (7.4 gal)
Hydraulic Oil Capacity	16 L (4.2 gal)
Steering	Two (2) steering cylinders
Vibratory System	Front & Rear drums vibrate Circular vibrator and 2 amplitude settings
Safety Features	Short/far distance turn off Full compliant with machine directives
Miscellaneous	Articulated Steering Concept Maintenance-Free articulation joint with oscillation IR Remote Control Central Lifting Hook Exciters in both drum axles

26.0 Backhoe Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Backhoe Loader: (Case 580N or Approved Equal).

26.1 Minimum Specifications

Description	Minimum Requirements
Diesel Engine, EPA Compliant Tier 4 Final	83 Net HP (62 kW) at 2200 RPM, 299 lb-ft (405 Nm) @ 1400 RPM Net Torque, Diesel 4-Stroke, Turbocharged, 4 Cylinders
Transmission	4F-4R Power Shuttle Synchromesh Transmission Manual Gear Shift, Fully Synchronized
Brakes	Wet multiple disc, Hydraulically Actuated, Outboard Mounted
Steering	Full power with emergency dead engine steering
Loader Bucket	1.05 cu. Yd. with bolt on cutting edge
Lift Capacity	6,800 lb. (3,086 kg)
Break-out Force, Lift	9,500 lb. (4,228 daN)
Backhoe Bucket	24"H.D.
Counterweights	1,100 lbs.
Digging Depth	Extendable Stick-hoe 14'minimum
Bucket Digging Force	11,500 lbs., extended
Dipperstick lift capacity	3,100 lbs.extended
Stabilizer Pads	Street/Cemetery pads
Tires/Wheels	Front: 12L x 16.5, 10 PLY Rear: 19.5L x 24, 10 PLY lug tread Spare Front & Rear Tire & Wheel
Lights	Halogen 2 front, 2 Red Warning, 4 Rear, 2 Amber turn signal Tail & Brake, I License plate light beacon,
Gauges	Converter Temperature, Engine Water Temp., Fuel level, hour
Warning Lights	Engine Oil Pressure, Air Cleaner, Alternator charge, Hydraulic Filter, Lock-up kit, Engine side panels
Fuel Tank	35 gallons
Cab	Standard ROPS/FOPS
Accessories	2 Rear view 4" x 8", safety belts, slow-moving sign, front counter Weight, standard vandalism protection, tool box, back-up alarm, Beacon installed left side top, locking DEF/Fuel Cover, LED Light Package, Dual Lever Controls,
Operating Weight	17,500 lb.
Option 1	Four Wheel Drive
Option 2	5 Year Power train Warranty

27.0 Backhoe Trailer Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Lamar FD2A XD Deck-Over 25K, or equivalent.

27.1 Minimum Specifications

Item	Minimum Specifications
GVWR	25,500 lbs.
Deck Length	20' w/ Rub Rail
Deck Width	102"
Deck Height	35"
Overall Width	102"
Overall Length	30' (Ramps in Fold over position)
Fold up Ramps	5'
Hitch	3"Adj Pintle Eye (35k) Coupler
Jack	2 (10k) 2-Speed Jacks
Safety Chains	½" High Test with HD Grab Hooks
Tie Downs	D-Rings, 3 per side
Ramps	5' x 17 ½" Fold Over, Self-Supporting, Spring assist, Adjustable load width
Light Plug	Primary Light Plug (7-Way Plug)
Lights	All D.O.T. Required (LED Package), 12 Volt Sealed Beam, Rubber Mounted
Breakaway System	12 Volt w/Battery and Switch
Frame	I-Beam Frame, 12", 19 lb.
Crossmembers	16" Center to Center
Floor	Treated Yellow Pine
Suspension	7 Leaf x 3" wide, Slipper Spring
Brakes	12 ¼ x 3 1/2" W Electric
Wheels	17.5" x 6.75" Dual (8) 10 Bolt Budd Style
Tires	235/80R16, Radial 10-ply, Plus Spare
Trailer Weight	6500#
Tool Box	Front Tool Box
Paint	Black Powder

28.0 Utility Vehicle Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Utility Vehicle: (John Deere XUV825E or Equivalent).

Specifications	Information
Engine Type, Gasoline	4-cycle Gas, EFI, 52 HP Approx.
Displacement	812cc
Fuel system	Electronic fuel injection
Transmission	Automatic/Continuously variable Transmission
Number of people	Minimum of 2 (Bench Seat)
Drive system	On demand-true Four wheel drive system
Final Drive	Two Speed, Oil Bath
Tires, front/rear	26 x 9-12 Aggressive Terrain/26x11-12 Aggressive Terrain
Suspension, front	Fully independent Dual A-arm w/adjustable coils; 8" (203 mm) of Travel
Suspension, rear	Fully independent Dual A-arm w/adjustable coils sway bar; 9" (228.6 mm) of Travel
Brakes	Front/Rear Hydraulic Disc w/ Twin Piston Front Calipers
Fuel capacity	7.3 gal. (27.6 l)
Dry weight	1,775 lb. (805 kg)
Wheelbase	79 in. (2007 mm)
Ground Clearance	11 in. (280mm)
Cargo bed (L x W x H)	45 x 12 x 52 in. (1143 x 304.8 x 1320 mm)
Vehicle Load capacity	1400 lb. (635 kg)
Cargo bed load capacity	1000 lb. (454 kg)
Towing capacity	1500 lb. (680 kg) w/2" Receiver
Lights, Miscellaneous	All Required Lighting per DOT, Non Contact HD Frt. Spring Kit, Back-up alarm, Rear Bumper, HD Front Brush Guard, Occupant Protective Structure (OPS) Poly roof

29.0 Dozer Specifications

The intent of this specification is to define the minimum requirements for the purchase of one 2019 or newer Tier 4 Final/EU Stage IV (Liebherr Crawler Tractor PR756 Litronic Landfill Application, John Deere Crawler 1050K/Waste Handler Package, Caterpillar D8T/Waste Handler Package or Approved Equal).

29.1 Minimum Specifications

Description	Minimum Requirements
Engine Model	D 946 A7; 6 Cylinders (or Equivalent)
Emissions	U.S. EPA Tier 4 Final/EC Stage IV
Net Power (Rated)	340/336 HP @ 1600 RPM (ISO 9249/SAE J1349)
Net Power (Max)	374/369 HP @ 1600 RPM (ISO 9249/SAE J1349)
Design	6 Cylinder in-line engine, water-cooled, turbocharged, air-to-air intercooler
Operating Voltage	24 V
Fuel	Diesel
Operating Weight	85,000 lbs.
Transmission System	Infinitely variable hydrostatic travel drive, independent drive for each track
Electronic System	Automatically adjusts travel speed and drawbar pull to match changing load conditions
Steering	Hydrostatic
Dimensions	
Height over Cab	11'10" (3,605 mm)
Overall length w/o attachments	16' 0" (4,885 mm)
Length of track on ground	10' 5" (3,174 mm)
Height of grousers	3.27" (83 mm)
Ground Clearance	2'1" (635 mm)
Track gauge	7'2" (2,180 mm)
Width over trunnions	10'4" (3,145 mm)
Width of tracks (24" track shoes)	9'2" (2,790 mm)
U Blade Capacity	25.0 cy
U Blade Width with Rack	14.1'
Undercarriage	
Design	Undercarriage with rigid bottom or bogie suspension
Track Chains	Lubricated, single grouser shoes, tensioning via steel spring and grease tensioner
Links, each side	44
Track rollers, each side	7
Carrier rollers, each side	2
Sprocket segments, each side	5
Track shoes, standard	24"
Miscellaneous (Standard)	
Fuel Tank	170.0 gal (US)
Diesel Exhaust Fluid (DEF) Tank	21.1 gal (US)
Rear Vision Camera	

Powered Bottom Guard Option	
Rear Striker Bars w/ Rigid Drawbar and	
Housing	
U Blade with trash rack	
Beacon Light	
Protective Grid for Rear Window	

30.0 Articulated Dump Truck Specifications

The intent of this specification is to define the minimum requirements for the purchase of one 2019 or Newer Articulated Dump Truck. CAT 730C2 EJ or Equivalent.

30.1 Minimum Specifications

	Minimum Specifications
	Engine must meet Tier 4 Final/Stage IV engine emission standards.
Engine net power	Minimum 367 HP (274 kW) according to SAE J1349
Engine gross power	Minimum 375 HP (280 kW) according to SAE J1995
Operating weight	No load minimum 58,190 lb (26,395 kg).
	Operating weight for a loaded machine shall be 120,186 Lb. (54,515 kg).
Capacity	Shall be at least 17.7 cubic yards (13.5 cubic meters).
	Heaped SAE 2:1 capacity shall be at least 22.1 cubic yards (16.9 cubic meters).
	Rated payload shall be at least 31 tons (28.1 tonnes).
Engine	375 HP (280 kW) per SAEJ1349 with a minimum displacement 13 liters. Tier IV/Stage IV emission specifications for the U.S. (EPA) and Europe. Minimum two-stage air cleaner with service indicator lamp on the instrument panel.
Cooling system	Remote mounted radiator with a hydraulic variable speed fan demand system that is thermostatically controlled by an engine temperature sensor.
Electrical	24-volt electrical system, alternator minimum rating of 75 amps, Batteries minimum of 100 hour per battery. 24 volt, 5A 24- to 12-volt converter.
	A remote start receptacle with a ground level shut off shall be standard.
Transmission Specs	Auto shift six speed transmission.
	The transmission shall have an integral hydraulic retarder that has operator selectable multi levels of retarding.
	Maximum forward speed of not less than 34 mph.
	Maximum reverse speed of not less than 6 mph.
	The torque converter shall have automatic (Direct Drive) lock-up in all forward gears.
	The OTG shall have an operator selectable longitudinal driveline differential with a 100% lock-up on the go clutch.
Steering Specs	The steering shall be a cushioned steering system with a hand metering unit, a single load sensing variable displacement piston pump, two double-acting cushioned steer cylinders that allow a minimum 45° of right or left articulation angle. An electronic secondary steering system, which meets ISO 5010 at gross vehicles weight, shall be provided.
Radius	The SAE turning radius shall be no more than 294 in (7470 mm); Clearance radius 318 in. (8075 mm).
Brakes Specs	The service brakes shall consist of a dual circuit system with hydraulic accumulators, one for the front axle and one for the center and rear axle.

	Hydraulic applied dry disc brakes on the front, center and rear axles. Braking shall comply with ISO 3450 and SAE J1473 at the gross vehicle weight.
	Full power hydraulic brake system that actuates enclosed, oil-immersed, multi disc, multi plate brakes with independent front and rear circuits and accumulators..
HYDRAULIC SYSTEM	
Hydraulic System	The hydraulic system shall consist of a engine driven load sensing variable displacement piston pump for steering, engine driven gear pump for hoist and brake cooling, variable speed hydraulic engine cooling fan, hydraulic driven cooling fan system.
	The hauler shall have grouped hydraulic system test ports in on location for the following systems: steering, hoist, brake, cooling fan.
	Ejector cylinder and blade with integrated spillguard shall be standard and factory installed.
Tailgate	The body tailgate shall be hydraulically operated automatically with one control automatically used in conjunction with the ejector cylinder functions.
Axle	All axles shall have an operator selectable differential lock with a 100% lock on the go wet clutch with remote mounted axle breathers.
	All axles shall have fully floating axle shafts with planetary gear reduction final drives.
Suspension	Both front and rear suspensions shall allow individual wheel movement independent of the frame and utilize cross stabilizers.
	The front suspension shall have two independent oil over nitrogen ride struts and a fully oscillating three-point suspension with lateral tie rod.
	The rear suspension shall have a walking beam design with elastomer springs to dampen shock loads.
Differential Specs	Differentials with wet clutched cross-axle differential locks for all axles shall be standard.
	Inter-axle differential with wet clutched diff lock shall be standard. Three axle- six wheel drive
Tires	Hauler shall have six wheels.
	Tires shall be tubeless radial articulate hauler type, size 750/65/R25.
Cab Operator Station	The cab shall be pressurized, heated, air conditioned, and filtered, ROPS/FOPS tested and approved in accordance with SAE J1040CISO 3471 and SAE J231/ISO 3449 standards.
	The cab shall be center-mounted via rubber isolators with the operator positioned along the center of the longitudinal axis of the machine with tilt capabilities.
Seats	Air suspended seats, four-way adjustable, with flameproof upholstery, cushioned upper high back adjustable seats, ride zone indicator, adjustable lumbar settings and a retractable seat belt.
Instruments	Tachometer, fuel level, engine oil pressure, coolant temperature, torque converter oil temperature, service hour meter and speedometer.
	A central warning system with visual and audible alarms shall be provided to monitor vital functions.
	An on-board, electronic machine monitoring system with trouble shooting diagnostics capability to monitor alternator, coolant temperature, brake oil pressure, engine oil pressure, transmission oil pressure, transmission hold, hoist control, hydraulic system, charging system, retarder, transmission fault, traction control system, check engine light and fuel with cab display shall be provided.
Air conditioning	Air conditioning with R134A refrigerant shall be standard.
	Laminated and tinted front glass window and toughened and tinted rear glass windows shall be standard.
	Heater and defroster with four-speed fan shall be standard and air vents shall be adjustable.
	Left and right heated mirrors shall be standard.

Lights	Cab interior, front, side, rear, two reversing/working lights, two stop/tail lights, front and rear direction indicators
	Four headlights shall be standard.
	Intermittent front and rear windshield wiper and washer shall be standard.
Body Specs	Minimum hardness of 400 HB, yield strength of 145,000 psi, and tensile strength of 181,000 psi.
	Body plate thickness shall be a minimum: front 0.31 in (8mm), sides 0.47 in (12mm), bottom/scow 0.55 in (14mm).
	Body design shall have the ability to eject material out of the rear of the body.
	Body design shall include a hydraulically operated tailgate that lowers automatically when ejecting material. Spill guard front, integral part of fabricated body
Serviceability	Machine shall have vandalism protection that consists of lockable caps for fuel tank and hydraulic oil tank
	S-O-S (SM) sampling valves shall be provided.
SERVICE FILL CAPACITIES	
Fuel	Minimum 108.8 gal (412 L). DEF Tank 5.3 gal (20L)
Cooling System	Minimum 21.9 gal (83 L).
Hydraulic System	Minimum 39.1 gal (110 L).
Engine Crankcase	Minimum 10.5 gal (40 L).
Transmission	Minimum 9.2 gal (35 L).
Gear Box	Minimum 6.3 gal (24 L).
Additional Features	
	Guards- rear window, radiator, crankcase and axle
	Body connection for exhaust heat shall be standard
	Tow pins front and rear, rear view camera, flashing beacon
Ejector System	The body ejector system shall have one, three-stage double acting cylinder with a blade eject time of no more than 12 seconds and a blade retract time of no more than 15 seconds.

31.0 Technical Training

After delivery of the specified equipment to the Fleet Department, a factory technician with experience in the application of all requested equipment shall provide training to instruct the City of Laredo personnel in the use, operation and maintenance of the requested equipment. An additional follow-up visit shall be mutually arranged within one year of equipment acceptance.

32.0 Manuals & Parts

Two (2) service, parts and troubleshooting manuals will be provided with each machine. The manuals will include all systems schematics and specific component literature. The manufacturer will maintain an inventory of common machine parts used on the specified unit.

32.1 All parts shall be identical to the in-place installed parts used in the construction of the requested equipment. Spare parts furnished shall not exempt from warranty any of the component installed items. In addition, the spare parts listed above shall be warranted the same as the installed items.

33.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications and shall 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.

33.1 The City of Laredo reserves the right to purchase additional vehicles within a 90 day period after award of contract.

34.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

35.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Holt Texas, LTD.

Signature of person authorized to sign bid Michael Puryear Date 02/11/2019

Print Name of person authorized to sign bid Michael Puryear

Title: General Counsel

Business Address: 5665 Southeast Loop 410

City, State, Zip Code: San Antonio, TX 78222

Telephone Number: 210.648.1111 Fax Number: 210.648.0079

Contact Person Email Address: jaime.liendo@holtcat.com

Federal Tax ID Number: 74-1389993

Bidders Principal/Corporate Place of Business Address: 5665 Southeast Loop 410, San Antonio, TX 78222

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: X

If other state business status: Limited partnership

State how long under its present business name: 30 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? XXX No.

Is any litigation pending against the Business? XXX / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? XXX / 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? XXX / 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? XXX / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? XXX / 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? XXX / No

Is the Business in arrears in any contract or debt? XXX / No

Has the Business been a defaulter, as a principal, surety, or otherwise? XXX / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? XXX / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	XXX	No	Disadvantaged Business Enterprise (DBE):	XXX	No
Small Disadvantaged Business Enterprise (SDBC)	XXX	No	Other: Please specify		
This company is not a certified minority business:	X				

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

36.0 Tab B Price Schedule

36.1 Section I – Utility Tractor

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Tractor as per Specifications – 19.0	1	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.2 Section II– Flex Rotary Wing

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Flex Rotary Wing as per Specifications – 20.0	1		

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.3 Section III– Mower

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Mower as per Specifications – 21.0	1	$	$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.4 Section IV– Skid Steer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Skid Steer as per Specifications – 22.0	1	$ 68,604.08	$ 68,604.08

Make and Model: Caterpillar 259D

Model Year: 2019

Estimated Time of Delivery: 8 to 12 Weeks Days

**** The quantities are estimates and are based on the best available information***

36.5 Section V– Mini-Excavator

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Mini-Excavator per Specifications – 23.0	1	$ 52,934.50	$ 52,934.50

Make and Model: Caterpillar 303.5E2

Model Year: 2019

Estimated Time of Delivery: 8 to 12 Weeks Days

**** The quantities are estimates and are based on the best available information***

36.6 Section VI– Trailer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Trailer as per Specifications – 24.0	3	$	$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.7 Section VII– Trench Roller

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Trench Roller as per Specifications – 25.0	1	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.8 Section VIII– Backhoe

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Backhoe 4 Wheel Drive as per Specifications - 26.0	4	$ 89,929.14	$

Make and Model: Caterpillar 416F 4 Wheel Drive

Model Year: 2019

Estimated Time of Delivery: 8 to 12 Weeks Days

**** The quantities are estimates and are based on the best available information***

36.9 Section IX– Backhoe Trailer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Backhoe Trailer as per Specifications - 27.0	3	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.7 Section VII– Trench Roller

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Trench Roller as per Specifications – 25.0	1	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.8 Section VIII– Backhoe

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Backhoe as per Specifications - 26.0	4	$ 83,807.49	$ 335,229.96

Make and Model: Caterpillar 416F

Model Year: 2019

Estimated Time of Delivery: 8 to 12 Weeks Days

**** The quantities are estimates and are based on the best available information***

36.9 Section IX– Backhoe Trailer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Backhoe Trailer as per Specifications - 27.0	3	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.10 Section X– Utility Vehicle

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle as per Specifications - 28.0	4	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.11 Section XI– Dozer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Dozer as per Specifications – 29.0	1	$ 788,689.95	$ 788,689.95

Auto Make and Model: Caterpillar D8T WH Specifications

Model Year: 2019

Estimated Time of Delivery: 18 Weeks Days

**** The quantities are estimates and are based on the best available information***

36.12 Section XII– Articulated Dump Truck

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 30.0	1	$ 531,552.29	$ 531,552.29

Make and Model: Caterpillar 730 Ejector

Model Year: 2019

Estimated Time of Delivery: 24 Weeks Days

**** The quantities are estimates and are based on the best available information***

37.0 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

[X] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Jaime Liendo — Name
Jaime Liendo — Signature
02/11/2019 — 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.

Jaime Liendo

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.

Jaime Liendo
Signature of person doing business with the governmental entity

02/11/2019
Date

38.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF ~~WEBB~~ {}
BEXAR

Being first duly sworn, deposes and says:

That he/she is Michael Puryear
(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: Michael Puryear, General Counsel
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 11th day of Feb. 20 19.

Notary Public

My commission expires:

07-27-19

TAMMI MOODY
Notary Public, State of Texas
Comm. Expires 07-27-2019
Notary ID 8711370

39.0 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 of 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: Michael M.I. ____ Last: Puryear Suffix: Mr.

***2. Contract Information:**

a) Contract or project name:

b) Originating department:

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

Holt Texas, LTD.

***4. List any business entity(ies) that is a partner, parent, or 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.
☒ Names of partner, parent, or subsidiary business entities: BD HOLT CO

***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 have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Michael Puryear **Title:** General Counsel

Company Name or DBA: Holt Texas, LTD. **Date:** 02/11/2019

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

40.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

	OFFICE USE ONLY
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.	
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

41.0 Vendors Instructions:

Hand held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 12, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Equipment – Various City of Laredo Departments
FY19-033

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

SALES AGREEMENT

DATE Feb 08, 2019

Agreement Number: 233802

Texas First Rentals LLC (Texas First), 5665 Southeast Loop 410, San Antonio, TX 78222 Phone: (844) 893-4778

SOLD TO	CUSTOMER	CITY OF LAREDO - SOLID WASTE	SHIP TO <SAME>
	STREET ADDRESS	PO BOX 210	
	CITY/STATE	LAREDO, TX	COUNTY/COUNTRY WEBB, UNITED STATES
	POSTAL CODE	78042	PHONE NO 956 796 1155
	CUSTOMER CONTACT	EQUIPMENT WITCHO TIJERINA - 956 401 5886	
		PRODUCT SUPPORT WITCHO TIJERINA - 956 401 5886	
	INDUSTRY CODE:	LOCAL GOVERNMENT (PS93)	PRINCIPAL WORK CODE

F.O.B. AT Laredo - Machine Division
SHIP VIA.

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable) - TYPE	CUSTOMER PO NUMBER	LKE (Yes / No)
0265703	Governmental TX MUNICIPALITY		

TERMS: PAYMENT TERMS: (Payment Terms are subject to Finance Company – OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE	☑	NET ON DELIVERY	☐	FINANCIAL SERVICES	☐ CSC	☐ LEASE	☐ Net 30
CASH WITH ORDER	$68,604.08	BALANCE TO FINANCE	N/A	CONTRACT INTEREST RATE	N/A	RELEASE NUMBER	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR INC MODEL: 259D CAB YEAR: TBA

ID NUMBER: HLK037294 SERIAL NUMBER: TBA SMU: TBA

259D CTL TIER 4 FINAL HRC	388-8259	FAN, COOLING, DEMAND	486-6956
CONVERSION ARRANGEMENT	421-0340	SERIALIZED TECHNICAL MEDIA KIT	421-8926
INSTRUCTIONS, ANSI, USA	388-8034	PRODUCT LINK, CELLULAR PL240	441-4818
PACKAGE, PERFORMANCE, (H2)	467-8083	PACK, DOMESTIC TRUCK	0P-0219
CONTROL, ISO, PROP	485-0411	LIGHTS, HALOGEN	495-1672
RIDE CONTROL	422-3296	BATTERY, HEAVY DUTY, DISC	491-6680
FILM, RIDE CONTROL, ANSI	422-3445	CERTIFICATION ARR, P65	563-1163
ROPS, ENCLOSED WITH A/C (C3)	345-6160	DISPLAY, ADVANCED, LCD, CAMERA	416-9265
SEAT,AIR SUSPENSION,CLOTH,HEAT	345-6359	LANE 3 ORDER	0P-9003
DOOR, CAB, GLASS	435-9240		
RADIO, AM/FM, BLUETOOTH	345-6180		
RUBBER BELT, 2 SPD, TF IDLERS	357-0245		
TRACK,RUBBER,320MM(12.6IN)BLCK	343-4599		
SEAT BELT, 2"	258-4095		
QUICK COUPLER, HYDRAULIC	515-8584		

TRADE-IN EQUIPMENT

MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

TERMS OF SALE	
SALE PRICE	$68,604.08
EXT WARRANTY	Included
SUB TOTAL	$68,604.08
TOTAL PURCHASE PRICE	$68,604.08

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

24 Month/2000 Hour Total Machine Limited Warranty

PowerTrain and Hydraulics Warranty 24/2000 Hrs. Parts and Labor ONLY

INITIAL

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Feb 08, 2019
Jaime Liendo(146)
ORDER RECEIVED BY

SALES MANAGER

SIGNATURE

TITLE

Date
CITY OF LAREDO - SOLID WASTE
CUSTOMER

By
SIGNATURE

TITLE

DATE: February 8, 2019
QUOTE #:233802-01

CITY OF LAREDO - SOLID WASTE
WITCHO TIJERINA
PO BOX 210
LAREDO, TEXAS 78042

BUY BOARD ## 515-16

One (1) New Caterpillar Inc Model: 259D CAB Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK037294

SALE PRICE	$68,604.08
EXT WARRANTY	Included
TOTAL PRICE	**$68,604.08**
SUB TOTAL	**$68,604.08**
TOTAL PURCHASE PRICE	**$68,604.08**

WARRANTY

Standard Warranty:	24 Month/2000 Hour Total Machine Limited Warranty
Extended Warranty:	PowerTrain and Hydraulics Warranty 24/2000 Hrs. Parts and Labor ONLY

OPTIONS:

Components	Ref No.	Qty	Sell
Customer Support Agreement			

NOTES

DATE: February 8, 2019 QUOTE # 233802-01

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK037294

DESCRIPTION	REF.#
259D CTL TIER 4 FINAL HRC	388-8259
CONVERSION ARRANGEMENT	421-0340
INSTRUCTIONS, ANSI, USA	388-8034
PACKAGE, PERFORMANCE, (H2)	467-8083
CONTROL, ISO, PROP	485-0411
RIDE CONTROL	422-3296
FILM, RIDE CONTROL, ANSI	422-3445

DESCRIPTION	REF.#
ROPS, ENCLOSED WITH A/C (C3)	345-6160
SEAT,AIR SUSPENSION,CLOTH,HEAT	345-6359
DOOR, CAB, GLASS	435-9240
RADIO, AM/FM, BLUETOOTH	345-6180
RUBBER BELT, 2 SPD, TF IDLERS	357-0245
TRACK,RUBBER,320MM(12.6IN)BLCK	343-4599
SEAT BELT, 2"	258-4095
QUICK COUPLER, HYDRAULIC	515-8584
FAN, COOLING, DEMAND	486-6956
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PRODUCT LINK, CELLULAR PL240	441-4818
PACK, DOMESTIC TRUCK	0P-0210
LIGHTS, HALOGEN	495-1672
BATTERY, HEAVY DUTY, DISC	491-6680
CERTIFICATION ARR, P65	563-1163
DISPLAY, ADVANCED, LCD, CAMERA	416-9265
LANE 3 ORDER	0P-9003

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.3B Diesel Engine
- Gross Horsepower per SAE J1349 74.3 hp (55.4 kW) @ 2400 RPM
- EPA Tier 4f and EU Stage IIIB Certified with Aftertreatment
- Electric Fuel Priming Pump
- Glow plugs Starting Aid
- Liquid Cooled, Direct Injection

Air Cleaner, Dual Element, Radial Seal
S-O-S Sampling Valve, Hydraulic Oil
Filter, Cartridge Type, Hydraulic
Filters, Cartridge Type, Fuel and Water Separator
Radiator / Hydraulic Oil Cooler (side-by-side)
Spring Applied, Hydraulically Released, Parking Brakes
Hydrostatic Transmission
Four Wheel Chain Drive

UNDERCARRIAGE

Rubber Track 12.6 in (320mm)
Dual Flange Front Idler, Single Flange Rear Idler
Suspension - Independent Torsion Axle(4)
2 Speed Motor

HYDRAULICS

Standard Flow Auxiliary Hydraulics
Continuous Flow
CONTROLS:
Electro/Hydraulic Implement Control, RH
Electro/Hydraulic Hydrostatic Transmission Control, LH

ELECTRICAL

12 Volt Electrical System
80 Ampere Alternator
Ignition Key Start / Stop / Aux Switch
Lights:- Gauge Backlighting
- Two Rear Tail Lights
- Two Rear Halogen Working Lights
- Two Adjustable Front Halogen Lights
- Dome Light

Backup Alarm
Heavy Duty Battery, 880 CCA
Electrical Outlet, Beacon

OPERATOR ENVIRONMENT

Gauges :
- Fuel Level
- Hour Meter

Operator Warning System Indicators:
- Air Filter Restriction
- Alternator Output
- Armrest Raised / Operator Out of Seat
- Engine Coolant Temperature
- Engine Oil Pressure
- Glow Plug Activation
- Hydraulic Filter Restriction
- Hydraulic Oil Temperature
- Park Brake Engages

Ergonomic Contoured Armrest
Adjustable Joystick Controls
Control Interlock System, when Operator Leaves Seat or Armrest Raised :
- Hydraulic System Disables
- Hydrostatic Transmission Disables
- Parking Brake Engages

ROPS Cab, Open, Tilt Up
Anti-theft Security System w/6-button keypad
FOPS, Level I
Top and Rear Windows
Floormat
Interior Rear View Mirror

- Engine Emission System
Storage compartment with netting
Adjustable Vinyl Seat

12V Electric Socket
Horn
Hand (Dial) Throttle, Electronic

FRAMES

Lift Linkage, Vertical Path
Chassis, One Piece Welded
Machine Tie Down Points (4)

Belly Pan Cleanout
Support, Lift Arm
Rear Bumper, Welded

OTHER STANDARD EQUIPMENT

Engine Enclosure - Lockable
Extended Life Antifreeze (-37C, -34F)
Coupler, Mechanical
Hydraulic Oil Level Sight Gauge
Radiator Coolant Level Sight Gauge
Radiator Expansion Bottle
Cat Tough Guard Hose
Heavy Duty Flat Faced Quick Disconnects
with Integrated Pressure Release
Split D-Ring to Route Work Tool Hoses
Along Side of Left Lift Arm

Variable Speed Hydraulic Cooling Fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007
Rated Operating Capacity:
At 50% Tipping Load
- 2900 lb
- 1315 kg
At 35% Tipping Load
- 2030 lb
- 921 kg

SALES AGREEMENT

DATE Feb 08, 2019

Agreement Number: 233850

Texas First Rentals LLC (Texas First), 5665 Southeast Loop 410, San Antonio, TX 78222 Phone: (844) 893-4778

SOLD TO			SHIP TO
CUSTOMER	CITY OF LAREDO - SOLID WASTE		<SAME>
STREET ADDRESS	PO BOX 210		
CITY/STATE	LAREDO, TX	COUNTY/COUNTRY WEBB, UNITED STATES	
POSTAL CODE	78042	PHONE NO. 956 796 1165	
CUSTOMER CONTACT	EQUIPMENT: ALEJANDRO BENAVIDES - 956 790 1800		
	PRODUCT SUPPORT: ALEJANDRO BENAVIDES - 956 790 1800		
INDUSTRY CODE:	LOCAL GOVERNMENT(PS93)	PRINCIPAL WORK CODE	F.O.B. AT: Laredo - Machine Division SHIP VIA:

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable) - TYPE: Governmental	CUSTOMER PO NUMBER	LKE (Yes / No)
0265703	TX MUNICIPALITY		

PAYMENT TERMS: (Payment Terms are subject to Finance Company – OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE	☑	NET ON DELIVERY	☐	FINANCIAL SERVICES	☐ CSC ☐ LEASE ☐ Net 30		
CASH WITH ORDER	$52,934.90	BALANCE TO FINANCE	N/A	CONTRACT INTEREST RATE	N/A	RELEASE NUMBER	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: TBA | MODEL: 303.5E2 | YEAR: TBA

ID NUMBER: TBA | SERIAL NUMBER: TBA | SMU: TBA

DCA2/AC/STG BL/L-STK/HAC/HC	515-6902	463-8030 BLADE, STRAIGHT, BOLT-ON EDGE	
LANE 1 - AVAILABLE FROM ATHENS PDC		379-4727 DRAIN, ECOLOGY	
		454-0241 CABLE, GROUND	
INCLUDES:		428-7974 SEAT, FABRIC, HIGH BACK	
452-5617 303.5E2 HYDRAULIC EXCAVATOR		437-3272 RADIO, READY	
456-2641 CAB, WITH AIR CONDITIONER		415-2559 HEATER, JACKET WATER	
397-7122 CONTROL, PATTERN CHANGER		512-5611 LIGHTS, STANDARD	
379-6419 ENGINE, EPA TIER 4F		507-2636 PRODUCT LINK, CELLULAR, PL 240	
397-7081 LINES, BOOM		NOTE: PLEASE REFER TO LANE 1 SECTION TO COMPLETE YOUR ORDER.	
397-7061 LINES, STICK		LANE 1 ORDER	0P-9001
434-2092 BELT, SEAT, 76MM(3") RETRACTABLE		SERIALIZED TECHNICAL MEDIA KIT	421-8926
428-7870 MIRROR, CAB, RIGHT		SHIPPING/STORAGE PROTECTION	0P-2266
419-4783 ALARM, TRAVEL		PACK, DOMESTIC TRUCK	0P-0210
463-9121 STICK PACKAGE, LONG W/O 2ND AUX			
436-2486 TRACK, RUBBER BELT			

TRADE-IN EQUIPMENT

MODEL: _____ YEAR: _____ SN.: _____

PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

MODEL: _____ YEAR: _____ SN.: _____

PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

MODEL: _____ YEAR: _____ SN.: _____

PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

MODEL: _____ YEAR: _____ SN.: _____

PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

TERMS OF SALE	
SALE PRICE	$52,934.90
EXT WARRANTY	Included
SUB TOTAL	**$52,934.90**
TOTAL PURCHASE PRICE	**$52,934.90**

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

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ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

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24 Month/2000 Hour Total Machine Limited Warranty

PowerTrain and Hydraulics Warranty 24/2000 Hrs. Parts and Labor ONLY

INITIAL

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Feb 08, 2019

Jaime Liendo(146)

ORDER RECEIVED BY

SALES MANAGER

SIGNATURE

TITLE

Date

CITY OF LAREDO - SOLID WASTE

CUSTOMER

By

SIGNATURE

TITLE

DATE: February 8, 2019
QUOTE #:233850-01
BUY BOARD # 515-16

CITY OF LAREDO - SOLID WASTE
ALEJANDRO BENAVIDES
PO BOX 210
LAREDO, TEXAS 78042

One (1) New Caterpillar Inc Model: 303.5E2 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$52,934.90
EXT WARRANTY	Included
TOTAL PRICE	**$52,934.90**
SUB TOTAL	**$52,934.90**
TOTAL PURCHASE PRICE	**$52,934.90**

WARRANTY

Standard Warranty:	24 Month/2000 Hour Total Machine Limited Warranty
Extended Warranty:	PowerTrain and Hydraulics Warranty 24/2000 Hrs. Parts and Labor ONLY

NOTES

DATE: February 8, 2019 QUOTE # 233850-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
DCA2/AC/STG BL/L-STK/HAC/HC	515-6902
LANE 1 - AVAILABLE FROM ATHENS PDC	
INCLUDES:	
452-5617 303.5E2 HYDRAULIC EXCAVATOR	
456-2641 CAB, WITH AIR CONDITIONER	
397-7122 CONTROL, PATTERN CHANGER	
379-6419 ENGINE, EPA TIER 4F	
397-7081 LINES, BOOM	397-7081
397-7061 LINES, STICK	397-7061
434-2092 BELT, SEAT, 76MM(3") RETRACTABLE	

DESCRIPTION	REF.#
428-7870 MIRROR, CAB, RIGHT	428-7870
419-4783 ALARM, TRAVEL	419-4783
463-9121 STICK PACKAGE, LONG W/O 2ND AUX	463-9121
436-2486 TRACK, RUBBER BELT	436-2486
463-8030 BLADE, STRAIGHT, BOLT-ON EDGE	463-8030
379-4727 DRAIN, ECOLOGY	379-4727
454-0241 CABLE, GROUND	454-0241
428-7874 SEAT, FABRIC, HIGH BACK	
437-3272 RADIO, READY	437-3272
415-2559 HEATER, JACKET WATER	415-2559
512-5611 LIGHTS, STANDARD	512-5611
507-2636 PRODUCT LINK, CELLULAR, PL 240	507-2636
NOTE: PLEASE REFER TO LANE 1 SECTION TO COMPLETE YOUR ORDER.	
LANE 1 ORDER	0P-9001
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266
PACK, DOMESTIC TRUCK	0P-0210

STANDARD EQUIPMENT

POWERTRAIN

CAT C1.7 Diesel Engine
  Rated Net Power Under 19kw
  NTE Emmisions Compliance for US/EU
Automatic Engine Idle
Automatic Swing Parking Brake
Automatic Two Speed Travel
Fuel and Water Separator

ELECTRICAL

12 Volt Electrical System
60 Ampere Alternator
650 CCA Maintenance Free Battery
Fuse Box
Ignition Key Start / Stop Switch
Slow Blow Fuse
Warning Horn

OPERATOR ENVIRONMENT

100% Pilot Control Ergonomic Joysticks
Adjustable Arm Rests
Anti-theft System
COMPASS: Complete, Operation,
  Maintenance Performance and
  Security System
-Multiple Languages
Cup Holder
Digital Liquid Crystal Monitor
Hydraulic Neutral Lockout System
Literature Holder
Travel Control Pedals with Hand Levers
Washable Floor Mat

OTHER STANDARD EQUIPMENT

1-way and 2-way (combined function)
Accumulator Certification
Auxiliary Hydraulic Lines
Adjustable Auxiliary Hydraulics
Auxiliary Line Quick Disconnects
Caterpillar Corporate "One Key" System
Continuous Flow
Door Locks
Dozer Blade with Float Function
Hydraulic Oil Cooler
High Definition Hydraulics
Load Sensing/Flow Sharing
Lockable Fuel Cap
Roll Over Protective Structure (ROPS)
  (ISO 12117-2)
Swing Boom Design
Swivel Guard
Tie Down Eyes on Track Frame
Tip Over Protective Structure (TOPS)
  (ISO 12117)
Tool Storage Area
Top Guard - ISO 10262 (Level 1)
Towing Eye on Base Frame
Work Lights

SALES AGREEMENT

DATE Feb 08, 2019
Agreement Number: 233717

Texas First Rentals LLC (Texas First), 5665 Southeast Loop 410, San Antonio, TX 78222 Phone: (844) 893-4778

SOLD TO		SHIP TO
CUSTOMER: CITY OF LAREDO PUBLIC UTILITIES		
STREET ADDRESS: PO BOX 210		<SAME>
CITY/STATE: LAREDO, TX	COUNTY/COUNTRY: WEBB, UNITED STATES	
POSTAL CODE: 78042-0210	PHONE NO.: 956 795 2120	
CUSTOMER CONTACT: EQUIPMENT	ENRIQUE ALDAPE III - 956 721 2010	
PRODUCT SUPPORT	ENRIQUE ALDAPE III - 956 721 2010	
INDUSTRY CODE: LOCAL GOVERNMENT (PS93)	PRINCIPAL WORK CODE:	F.O.B. AT: Laredo - Machine Division SHIP VIA:

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable) - TYPE:	CUSTOMER PO NUMBER	LKE (Yes / No)
0265701	Governmental TX MUNICIPALITY		

PAYMENT TERMS: (Payment Terms are subject to Finance Company – OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE ☑	NET ON DELIVERY ☐	FINANCIAL SERVICES	☐ CSC ☐ LEASE ☐ Net 30	
CASH WITH ORDER $83,807.49	BALANCE TO FINANCE	CONTRACT INTEREST RATE N/A	RELEASE NUMBER	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: TBA | MODEL: 416F2 HRC | YEAR: TBA
ID NUMBER: TBA | SERIAL NUMBER: TBA | SMU: TBA

QP2/ES/2WD/5V/MECH/	450-8445	BUCKET-GP, 1.30 YD3, PO	337-7385
LANE 3 ORDER	0P-9003	CUTTING EDGE, TWO PIECE	9R-5321
STICK, EXTENDABLE, 14FT, MECH	450-8727	INSTRUCTIONS, ANSI	430-9944
CONTROLS, BACKHOE PATTERN	398-2496	SERIALIZED TECHNICAL MEDIA KIT	421-8926
PT, 2WD, STD SHIFT, MECH	450-8597	FAN, STANDARD CAB/ CANOPY	454-6610
ENGINE, 70KW, C4.4 ACERT, T4F	450-8754	PRODUCT LINK, CELLULAR, PL6411	447-0049
HYDRAULICS, GP, 6FCN/8BNK	450-8512	BATTERY, HEAVY DUTY	457-2797
WORKLIGHTS (4) HALOGEN LAMPS	491-6733	PLATE GROUP - BOOM WEAR	423-7607
CANOPY, BASE	450-8677	GUARD, STABILIZER	353-1389
SEAT, VINYL	433-4804	PACK, DOMESTIC TRUCK	0P-0210
BELT, SEAT, 2" SUSPENSION	206-1747	SHIPPING/STORAGE PROTECTION	461-6839
TIRES,12 16.5/19.5L-24, FS,2WD	418-7773	RUST PREVENTATIVE APPLICATOR	462-1033
COUNTERWEIGHT, 1015 LBS	337-9696	BUCKET-HD, 24", 6.2 CPT	213-3387
STABILIZER PADS, FLIP-OVER	9R-6007		
SECURITY SYSTEM, KEYPAD	387-6570		

TRADE-IN EQUIPMENT

MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

TERMS OF SALE	
SALE PRICE	$83,807.49
EXT WARRANTY	Included
SUB TOTAL	$83,807.49
TOTAL PURCHASE PRICE	$83,807.49

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

12 Month/Unlimited Hours Total Machine

PowerTrain and Hydraulics Warranty 24/2000 Hrs. Parts and Labor ONLY

INITIAL

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Feb 08, 2019
Jaime Liendo(146)
ORDER RECEIVED BY

SALES MANAGER

SIGNATURE

TITLE

Date
CITY OF LAREDO PUBLIC UTILITIES
CUSTOMER

By
SIGNATURE

TITLE

DATE: February 6, 2019
QUOTE #:233717-01
BUY BOARD # 515-16

CITY OF LAREDO
ENRIQUE ALDAPE III
PO BOX 210
LAREDO, TEXAS 78042-0210

One (1) New Caterpillar Inc Model: 416F2 HRC Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$83,807.49
EXT WARRANTY	Included
TOTAL PRICE	**$83,807.49**
SUB TOTAL	**$83,807.49**
TOTAL PURCHASE PRICE	**$83,807.49**

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	PowerTrain and Hydraulics Warranty 24/2000 Hrs. Parts and Labor ONLY

NOTES

DATE: February 6, 2019 QUOTE # 233717-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP2/ES/2WD/5V/MECH/	450-8445
LANE 3 ORDER	0P-9003
STICK, EXTENDABLE, 14FT, MECH	450-8727
CONTROLS, BACKHOE PATTERN	398-2496
PT, 2WD, STD SHIFT, MECH	450-8597
ENGINE, 70KW, C4.4 ACERT, T4F	450-8754
HYDRAULICS, GP, 6FCN/8BNK	450-8512
WORKLIGHTS (4) HALOGEN LAMPS	491-6733
CANOPY, BASE	450-8677
SEAT, VINYL	433-4804
BELT, SEAT, 2" SUSPENSION	206-1747
TIRES,12 16.5/19.5L-24, FS,2WD	418-7773

DESCRIPTION	REF.#
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
SECURITY SYSTEM, KEYPAD	387-6570
BUCKET-GP, 1.30 YD3, PO	337-7385
CUTTING EDGE, TWO PIECE	9R-5321
INSTRUCTIONS, ANSI	430-9944
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FAN, STANDARD CAB/ CANOPY	454-6610
PRODUCT LINK, CELLULAR, PL641I	447-0049
BATTERY, HEAVY DUTY	457-2797
PLATE GROUP - BOOM WEAR	423-7607
GUARD, STABILIZER	353-1389
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
BUCKET-HD, 24", 6.2 CFT	219-3387

STANDARD EQUIPMENT

CONSIST NOTE

THIS LISTING IS A GENERAL DESCRIPTION OF A 416F2 BACKHOE LOADER EQUIPPED WITH THE LOWEST CHARGE ITEMS.

BOOMS, STICKS AND LINKAGES

14'4" Center pivot excavator style backhoe with 2-lever control
Boom transport lock
Swing transport lock
Street type stabilizer shoes
Bucket level indicator
Lift cylinder brace
Return-to-dig (automatic bucket positioner)
Self-leveling loader with single lever control
Transmission neutralizer switch
Single Tilt Loader

POWERTRAIN

Cat C4.4, 70KW (Net 87HP / 65kW)
- Direct Injection Turbo Charged Engine,
- with ACERT technology.
- US EPA Tier4 FinalEmissions Compliant
- Selective Catalytic Reduction (SCR)

Water separator
Thermal starting aid system
A dry type axial seal air cleaner with
- integral precleaner
- automatic dust ejection system
- filter condition indicator

Hydraulically boosted multi-plate wet disk brake with
- dual pedals & interlock

Differential lock
Drive-line parking brake
Torque converter
Transmission-four speed synchro mesh inc
- power shuttle
- neutral safety switch

Spin-on filters for
- fuel
- engine oil
- transmission oil

Outboard Planetary Rear Axles

HYDRAULICS

Load sensing, variable flow system with
- 35 gpm axial piston pump

6 micron hydraulic filter
O-ring face seal hydraulic fittings
Caterpillar XT-3 hose
Hydraulic oil cooler
Flow-Sharing Hydraulic Valves
Hydraulic suction strainer

ELECTRICAL

12 volt electrical start
150 ampere alternator
Horn
Backup alarm
Hazard flashers/turn signals
Halogen head lights (2)
Halogen rear flood lights (2)
Stop and tail lights
Audible system fault alarm
Key start/stop system
880 CCA maintenance free battery
Battery disconnect switch
External Power Receptacle (12v)
Remote jump start connector

OPERATOR ENVIRONMENT

Lighted gauge group
Interior rearview mirror
Rear fenders
ROPS canopy

2-inch retractable seat belt
Hand and foot throttle
Air suspension seat
Coat Strap

FLUIDS

Antifreeze - Extended Life Coolant	-30C (-20F)

OTHER STANDARD EQUIPMENT

Hydrostatic power steering
Standard Storage Box
Transport tie-down points
Ground line fill fuel tank with
44 gallon capacity
Ground line fill diesel exhaust fluid
tank with 5 gallon capacity

Rubber impact strips on radiator guards
Bumper
CD-ROM Parts Manual
Backhoe Safety Manual
Operations and Maintenance Manual
Lockable hood
Tire Valve Stem Protection

SALES AGREEMENT

DATE Feb 08, 2019

Agreement Number: 233803

Texas First Rentals LLC (Texas First), 5665 Southeast Loop 410, San Antonio, TX 78222 Phone: (844) 893-4778

SOLD TO	CUSTOMER	CITY OF LAREDO - SOLID WASTE	
	STREET ADDRESS	PO BOX 210	SHIP TO <SAME>
	CITY/STATE	LAREDO, TX	COUNTY/COUNTRY WEBB, UNITED STATES
	POSTAL CODE	78042	PHONE NO 956 796 1155
	CUSTOMER CONTACT:	EQUIPMENT WITCHO TIJERINA - 956 401 5886	
		PRODUCT SUPPORT WITCHO TIJERINA - 956 401 5886	
	INDUSTRY CODE:	LOCAL GOVERNMENT (PS93)	PRINCIPAL WORK CODE

F.O.B. AT: Laredo - Machine Division
SHIP VIA:

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable) - TYPE:	CUSTOMER PO NUMBER	LKE (Yes / No)
0265703	Governmental TX MUNICIPALITY		

TERMS: PAYMENT TERMS:

NET PAYMENT ON RECEIPT OF INVOICE ☑	NET ON DELIVERY ☐	FINANCIAL SERVICES	☐ CSC	☐ LEASE	☐ Net 30
CASH WITH ORDER $89,929.14	BALANCE TO FINANCE	CONTRACT INTEREST RATE N/A	RELEASE NUMBER		

(Payment Terms are subject to Finance Company – OAC approval)

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR INC
MODEL: 416F 4E
YEAR: 2019
ID NUMBER: HLK036573
SERIAL NUMBER: 0HWB01915
SMU: 0

416F2 BHL ST, TIER 4 HRC, 70KW	450-8445	BUCKET-GP, 1.30 YD3, PO	337-7385
LANE 2 ORDER	0P-9002	CUTTING EDGE, TWO PIECE	9R-5321
STICK, EXTENDABLE, 14FT, MECH	450-8727	INSTRUCTIONS, ANSI	430-9944
CONTROLS, BACKHOE PATTERN	398-2496	SERIALIZED TECHNICAL MEDIA KIT	421-8926
PT, 4WD, STD SHIFT, MECH	450-8604	FAN, STANDARD CAB/ CANOPY	454-6610
ENGINE, 70KW, C4.4 ACERT, T4F	450-8754	PRODUCT LINK, CELLULAR, PL641I	447-0049
HYDRAULICS, GP, 6FCN/8BNK	450-8512	BATTERY, HEAVY DUTY	457-2797
WORKLIGHTS (4) HALOGEN LAMPS	491-6733	PLATE GROUP - BOOM WEAR	423-7607
CANOPY, BASE	450-8677	GUARD, STABILIZER	353-1389
SEAT, VINYL	433-4804	PACK, DOMESTIC TRUCK	0P-0210
BELT, SEAT, 2" SUSPENSION	206-1747	SHIPPING/STORAGE PROTECTION	461-6839
TIRES, 12.5 80/19.5L-24, FS	380-8961	RUST PREVENTATIVE APPLICATOR	462-1033
COUNTERWEIGHT, 1015 LBS	337-9696	BUCKET, HOE, (NONE)	175-7877
STABILIZER PADS, FLIP-OVER	9R-6007	COUPLER, PIN LOCK, BL F	544-1901
SECURITY SYSTEM, KEYPAD	387-6570		

TRADE-IN EQUIPMENT

MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

TERMS OF SALE	
SALE PRICE	$89,929.14
EXT WARRANTY	Included
SUB TOTAL	**$89,929.14**
TOTAL PURCHASE PRICE	**$89,929.14**

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

12 Month/Unlimited Hours Total Machine

PowerTrain and Hydraulics Warranty 24/2000 Hrs. Parts and Labor ONLY

INITIAL

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Feb 08, 2019
Jaime Liendo(146)
ORDER RECEIVED BY

SALES MANAGER

SIGNATURE

TITLE

Date
CITY OF LAREDO - SOLID WASTE
CUSTOMER

By
SIGNATURE

TITLE

DATE: February 8, 2019
QUOTE #:233803-01
BUY BOARD # 515-16

CITY OF LAREDO - SOLID WASTE
WITCHO TIJERINA
PO BOX 210
LAREDO, TEXAS 78042

One (1) New Caterpillar Inc Model: 416F 4E Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK036573 **SERIAL NUMBER: 0HWB01915** **YEAR: 2019** **HOURS: 0**

SALE PRICE	$89,929.14
EXT WARRANTY	Included
TOTAL PRICE	**$89,929.14**
SUB TOTAL	**$89,929.14**
TOTAL PURCHASE PRICE	**$89,929.14**

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	PowerTrain and Hydraulics Warranty 24/2000 Hrs. Parts and Labor ONLY

NOTES

DATE: February 8, 2019 QUOTE # 233803-01

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK036573 **SERIAL NUMBER: 0HWB01915** **YEAR: 2019** **HOURS: 0**

DESCRIPTION	REF.#
416F2 BHL ST, TIER 4 HRC, 70KW	450-8445
LANE 2 ORDER	0P-9002
STICK, EXTENDABLE, 14FT, MECH	450-8727
CONTROLS, BACKHOE PATTERN	398-2496
PT, 4WD, STD SHIFT, MECH	450-8604
ENGINE, 70KW, C4.4 ACERT, T4F	450-8754
HYDRAULICS, GP, 6FCN/8BNK	450-8512
WORKLIGHTS (4) HALOGEN LAMPS	491-6733
CANOPY, BASE	450-8677
SEAT, VINYL	433-4804

DESCRIPTION	REF.#
BELT, SEAT, 2" SUSPENSION	206-1747
TIRES, 12.5 80/19.5L-24, FS	380-8961
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
SECURITY SYSTEM, KEYPAD	387-6570
BUCKET-GP, 1.30 YD3, PO	337-7385
CUTTING EDGE, TWO PIECE	9R-5321
INSTRUCTIONS, ANSI	430-9944
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FAN, STANDARD CAB/ CANOPY	454-6610
PRODUCT LINK, CELLULAR, PL641I	447-0049
BATTERY, HEAVY DUTY	457-2797
PLATE GROUP - BOOM WEAR	423-7607
GUARD, STABILIZER	353-1389
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
BUCKET, HOE, (NONE)	175-7877
COUPLER, PIN LOCK, BL F	544-1901

CONSIST NOTE

THIS LISTING IS A GENERAL DESCRIPTION OF A 416F2 BACKHOE LOADER EQUIPPED WITH THE LOWEST CHARGE ITEMS.

BOOMS, STICKS AND LINKAGES

14'4" Center pivot excavator style backhoe with 2-lever control
Boom transport lock
Swing transport lock
Street type stabilizer shoes
Bucket level indicator
Lift cylinder brace
Return-to-dig (automatic bucket positioner)
Self-leveling loader with single lever control
Transmission neutralizer switch
Single Tilt Loader

POWERTRAIN

Cat C4.4, 70KW (Net 87HP / 65kW)
- Direct Injection Turbo Charged Engine,
- with ACERT technology.
- US EPA Tier4 FinalEmissions Compliant
- Selective Catalytic Reduction (SCR)

Water separator
Thermal starting aid system
A dry type axial seal air cleaner with
- integral precleaner
- automatic dust ejection system
- filter condition indicator

Hydraulically boosted multi-plate wet disk brake with
- dual pedals & interlock

Differential lock
Drive-line parking brake
Torque converter
Transmission-four speed synchro mesh inc
- power shuttle
- neutral safety switch

Spin-on filters for
- fuel
- engine oil
- transmission oil

Outboard Planetary Rear Axles

HYDRAULICS

Load sensing, variable flow system with
- 35 gpm axial piston pump

6 micron hydraulic filter
O-ring face seal hydraulic fittings
Caterpillar XT-3 hose
Hydraulic oil cooler
Flow-Sharing Hydraulic Valves
Hydraulic suction strainer

ELECTRICAL

12 volt electrical start
150 ampere alternator
Horn
Backup alarm
Hazard flashers/turn signals
Halogen head lights (2)
Halogen rear flood lights (2)
Stop and tail lights
Audible system fault alarm
Key start/stop system
880 CCA maintenance free battery
Battery disconnect switch
External Power Receptacle (12v)
Remote jump start connector

OPERATOR ENVIRONMENT

Lighted gauge group
Interior rearview mirror
Rear fenders
ROPS canopy

2-inch retractable seat belt
Hand and foot throttle
Air suspension seat
Coat Strap

FLUIDS

Antifreeze - Extended Life Coolant -30C (-20F)

OTHER STANDARD EQUIPMENT

Hydrostatic power steering
Standard Storage Box
Transport tie-down points
Ground line fill fuel tank with
44 gallon capacity
Ground line fill diesel exhaust fluid
tank with 5 gallon capacity

Rubber impact strips on radiator guards
Bumper
CD-ROM Parts Manual
Backhoe Safety Manual
Operations and Maintenance Manual
Lockable hood
Tire Valve Stem Protection

SALES AGREEMENT

DATE Feb 08, 2019
Agreement Number 233645

Texas First Rentals LLC (Texas First), 5665 Southeast Loop 410, San Antonio, TX 78222 Phone: (844) 893-4778

SOLD TO	CUSTOMER	CITY OF LAREDO - SOLID WASTE	SHIP TO <SAME>
	STREET ADDRESS	PO BOX 210	
	CITY/STATE	LAREDO, TX	COUNTY/COUNTRY WEBB, UNITED STATES
	POSTAL CODE	78042	PHONE NO. 956 796 1155
	CUSTOMER CONTACT: EQUIPMENT	WITCHO TIJERINA - 956 401 5886	
	PRODUCT SUPPORT	WITCHO TIJERINA - 956 401 5886	
	INDUSTRY CODE	LOCAL GOVERNMENT (PS93)	PRINCIPAL WORK CODE

F.O.B. AT: Laredo - Machine Division
SHIP VIA:

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable) - TYPE	CUSTOMER PO NUMBER	LKE (Yes / No)
0265703	Governmental TX MUNICIPALITY		

TERMS: PAYMENT TERMS:

NET PAYMENT ON RECEIPT OF INVOICE ☑	NET ON DELIVERY ☐	FINANCIAL SERVICES	☐ CSC	☐ LEASE	☐ Net 30
CASH WITH ORDER $788,689.95	BALANCE TO FINANCE N/A	CONTRACT INTEREST RATE N/A	RELEASE NUMBER		

(Payment Terms are subject to Finance Company – OAC approval)

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: TBA | MODEL: D8T | YEAR: TBA
ID NUMBER: TBA | SERIAL NUMBER: TBA | SMU: TBA

D8T 21A TRACTOR AM-N DCA5	549-3751	384-8720 MOUNT, LIGHT, WARNING STROBE		468-1113 OIL CHANGE SYSTEM HIGH SPEED	
LANE 1 - AVAILABLE FROM GALVESTONE PDC		385-4734 NO CARRIER ROLLERS		469-6284 HEATER, ENGINE COOLANT 120V	
		385-8141 FUEL SYSTEM, FAST FILL		485-7008 PRODUCT LINK, CELLULAR PL641	
INCLUDES:		388-3796 GUARD, FAST FUEL		487-5821 RADIO, AM/FM	
442-1100 D8T 21A TRACTOR		393-7245 SEAT, HEATED & VENTILATED		510-1187 GAUGE, POWERED BOTTOM GRD	
209-5100 BAR, REAR STRIKER		423-9556 OPERATORS AR, QUICK OPENING		510-4941 LIGHT, WARNING, STROBE	
238-1177 COUNTERWEIGHT, ADDITIONAL		425-5363 LIGHTS, PREMIUM		516-3359 CAB AR, DUAL PANE	
238-9658 GUARD, FAN DEBRIS		428-7447 CYLINDERS, LIFT, BASIC		523-3235 REAR HYDRAULICS, RIPPER	
349-3004 WINDOW SHADES		442-1057 INSTRUCTION, DOMESTIC		525-1194 GUARDS, BOTTOM PWRD SEALED HD	
379-0277 UNDERCARRIAGE, PPR SUS GUARDED		442-1061 ENGINE, THERMAL WRAPPED		530-3046 ALTERNATOR, 150AMP DUCTED	
379-0292 FLUIDS, STANDARD		442-1081 WASTE HANDLING ARRANGEMENT		543-5218 PRECLEANER WITH SCREEN	
382-5934 ENGINE COOLANT, STD (-37C)		442-1095 BASIC SINGLE TILT CONTROL		539-9136 8SU/U BULLDOZER, GUARDED	
384-2971 TRACK, 660MM / 26" ES,TRAP PPR		463-0215 BRAKES, BASIC		NOTE: Please refer to the Lane 1 section to complete your order.	
384-4604 FINAL DRIVES, STD, GUARDED		465-8163 LINES, SINGLE TILT			
384-8305 BATTERIES, HEAVY DUTY		467-7340 GUARD, FUEL TANK			

TRADE-IN EQUIPMENT

MODEL: ____ YEAR: ____ SN.: ____
PAYOUT TO: ____ AMOUNT: ____ PAID BY: ____
MODEL: ____ YEAR: ____ SN.: ____
PAYOUT TO: ____ AMOUNT: ____ PAID BY: ____
MODEL: ____ YEAR: ____ SN.: ____
PAYOUT TO: ____ AMOUNT: ____ PAID BY: ____
MODEL: ____ YEAR: ____ SN.: ____
PAYOUT TO: ____ AMOUNT: ____ PAID BY: ____

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

TERMS OF SALE	
SALE PRICE	$788,689.95
SUB TOTAL	$788,689.95
TOTAL PURCHASE PRICE	$788,689.95

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

12 Month/Unlimited Hours Total Machine

INITIAL

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Feb 08, 2019
Jaime Liendo(146)
ORDER RECEIVED BY

SALES MANAGER

SIGNATURE

TITLE

Date
CITY OF LAREDO - SOLID WASTE
CUSTOMER

By
SIGNATURE

TITLE

DATE: February 8, 2019
QUOTE #:233646-01

CITY OF LAREDO - SOLID WASTE
WITCHO TIJERINA
PO BOX 210
LAREDO, TEXAS 78042

BUY BOARD # 515-16

One (1) New Caterpillar Inc Model: D8T Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$788,689.95
TOTAL PRICE	**$788,689.95**
SUB TOTAL	**$788,689.95**
TOTAL PURCHASE PRICE	**$788,689.95**

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

NOTES

DATE: February 8, 2019QUOTE # 233646-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
D8T 21A TRACTOR AM-N DCA5	549-3751
LANE 1 - AVAILABLE FROM GALVESTONE PDC	
INCLUDES:	
442-1100 D8T 21A TRACTOR	442-1100
209-5100 BAR, REAR STRIKER	209-5100
238-1177 COUNTERWEIGHT, ADDITIONAL	238-1177
238-9658 GUARD, FAN DEBRIS	238-9658
349-3004 WINDOW SHADES	349-3004
379-0277 UNDERCARRIAGE, PPR SUS GUARDED	379-0277
379-0292 FLUIDS, STANDARD	379-0292
382-5934 ENGINE COOLANT, STD (-37C)	382-5934

DESCRIPTION	REF.#
384-2971 TRACK, 660MM / 26" ES,TRAP PPR	384-2971
384-4604 FINAL DRIVES, STD, GUARDED	384-4604
384-8305 BATTERIES, HEAVY DUTY	384-8305
384-8720 MOUNT, LIGHT, WARNING STROBE	384-8720
385-4734 NO CARRIER ROLLERS	385-4734
385-8141 FUEL SYSTEM, FAST FILL	385-8141
388-3796 GUARD, FAST FUEL	388-3796
393-7245 SEAT, HEATED & VENTILATED	393-7245
423-9556 OPERATORS AR, QUICK OPENING	423-9556
425-5363 LIGHTS, PREMIUM	425-5363
428-7447 CYLINDERS, LIFT, BASIC	428-7447
442-1057 INSTRUCTION, DOMESTIC	442-1057
442-1061 ENGINE, THERMAL WRAPPED	442-1061
442-1081 WASTE HANDLING ARRANGEMENT	442-1081
442-1095 BASIC SINGLE TILT CONTROL	442-1095
463-0215 BRAKES, BASIC	463-0215
465-8163 LINES, SINGLE TILT	465-8163
467-7340 GUARD, FUEL TANK	467-7340
468-1113 OIL CHANGE SYSTEM HIGH SPEED	468-1113
469-6284 HEATER, ENGINE COOLANT 120V	469-6284
486-7008 PRODUCT LINK, CELLULAR PL641	486-7008
487-5821 RADIO, AM/FM	487-5821
510-1187 GAUGE, POWERED BOTTOM GRD	510-1187
510-4941 LIGHT, WARNING, STROBE	510-4941
516-3359 CAB AR, DUAL PANE	516-3359
523-3235 REAR HYDRAULICS, RIPPER	523-3235
525-1194 GUARDS, BOTTOM PWRD SEALED HD	525-1194
530-3046 ALTERNATOR, 150AMP DUCTED	530-3046
543-5218 PRECLEANER WITH SCREEN	543-5218
539-9136 8SU/U BULLDOZER, GUARDED	539-9136
NOTE: Please refer to the Lane 1 section to complete your order.	

STANDARD EQUIPMENT

POWERTRAIN

C15 ACERT diesel engine
Electronic unit injection
-After-treatment
-Equivalent to U.S. EPA tier 4 final
24-volt electric start
High performance single plane cooling system
Aftercooler, air-to-air (ATAAC)
Air filter, with electronic service indicator
Coolant, extended life
Fan, suction, auto reversing
Fuel priming pump, electric
Sound attenuated exhaust system
Parking brake, electronic
Precleaner, strata-tube dust ejector
Prescreener
Shift management
Full auto shift
Starting aid, automatic ether
Torque divider with lock up clutch
Transmission, electronically-controlled powershift
Four planet, double-reduction planetary final drives
Transmission control module, electronic
Turbocharger
Water separator

UNDERCARRIAGE

Rollers and idlers, lifetime lubricated
Sprocket rim segments, replaceable
Suspension-type undercarriage
8-roller tubular track roller frame (Carrier roller ready)
Track adjusters, hydraulic
Track guide
24 inch (610 mm) PPR moderate service grouser with sealed and lubricated track (44 section)
Two-piece master links

HYDRAULICS

Hydraulics, independent steering and work tool pumps
Load-sensing dozer lift and tilt
Hydraulics, electronically controlled,
load-sensing rear hydraulics, ripper or winch ready
Electronically enabled quick drop valve

STARTERS, BATTERIES, & ALTERNATORS

Alternator, 150 amp
Batteries, heavy duty
Starting receptacle, auxiliary

ELECTRICAL

Alarm, back-up
Converter, 24V to 12V
Diagnostic connector
Horn, forward warning
Ground level service center with hour meter

OPERATOR ENVIRONMENT

Rops mounted air conditioner
Armrest, adjustable
Touch screen operator interface
Electronic monitoring system
Heater and air conditioning
Mirror, rearview
Radio, AM/FM, Bluetooth
Provision for wire passage in/out of cab

Diagnostic service information
Operator preferences
Cab, ROPS/FOPS, sound suppressed
Deactivation switch, hydraulic controls
Access/egress lighting with shutdown timer
Decelerator pedal
Governor switch, electronic
Interior LED courtesy lights
Seat, cloth, air-suspension
Seat belt, retractable
Steering control, direction and speed control thumb switches with recall button
Wipers, intermittent

OTHER STANDARD EQUIPMENT

CD rom parts book
Engine enclosures
Equalizer bar, pinned
Front pull device
Guards, bottom hinged
Grade control ready
HVAC box - corrosive resistant
Mounting, lift cylinders
Oil cooler, hydraulic
Product link
S.O.S. sampling ports
Steering, electronically controlled power differential
Vandalism protection for fluid compartments
Engine compartment service light
Six lights package

Base Model: 730 **Standard Equipment - Model: 730**

Current System Configuration

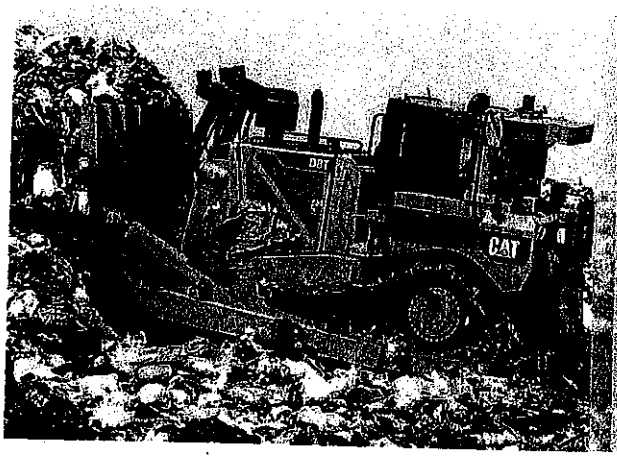
POWERTRAIN
- Auto shift six-speed forward and single speed reverse transmission
- Cat C13 engine
- Engine will be certified and labelled for emissions compliance as required for the region of sale.
- Differentials: standard with automatic clutched inter and cross-axle differential locks
- Dual circuit enclosed multiple disc brakes
- Retarder: engine brake
- S.O.Ssm sampling valves
- Three axle, six-wheel drive
- Machine speed limiter
- Automatic Retarder Control
- Hill Assist
- Waiting Brake

ELECTRICAL
- Electrical system: 24 volt, 5A 24 to 12 volt converter
- Lights: cab interior, front, side, rear, two reversing, work lights, two stop/ tail lights, front and rear direction indicators
- Hood Raise Lower Switch

OPERATOR ENVIRONMENT
- Air conditioning with R134A refrigerant
- Adjustable air vents
- CAT rear view camera
- Touch Screen incorporating the rear view camera feed
- Electro hydraulic hoist control
- Glass windows: laminated front,

(OPERATOR ENVIRONMENT continued)
- toughened rear and toughened opening sides
- Heater and defroster with four-speed fan
- Horn, electric
- Radio ready
- ROPS/FOPS cab
- Seat, fully adjustable, air suspension
- Seat, padded companion/trainer
- Seat belts: two retractable
- Secondary steering - electro hydraulic
- Storage: cup holder, under seat storage, behind seat storage and coat hook
- Sun visor
- Tilt and telescopic steering wheel
- Windshield wiper and washer, two speed, intermittent (front)

OTHER STANDARD EQUIPMENT
- Reverse/back-up alarm
- Body, adapted for exhaust heat
- Guards: rear window and radiator, crankcase and axle
- Mirrors: extensive arrangement for improved visibility
- Mud flaps: wheel archand body mounted with transportation tie backs
- Spill guard, front, integral part of fabricated body
- Starting receptacle, electric, remote
- Vandalism protection: lockable caps for fuel tank, DEF tank and hydraulic oil tank
- Cat Detect with Stability Assist Rollover Warning System
- Assisted Hoist System



Cat® D8T WH

Waste Handler

From pushing trash to spreading cover, and cell construction to closing, Cat® Waste Handlers are designed and manufactured from the frame up to take on the demands of landfill work.

Durability

- Specialized guarding throughout the machine helps protect major components like the chassis, fuel tank and hydraulic tank from impact and airborne debris.
- Final drive guarding helps prevent wire wrap and helps keep dirt and debris away from the Duo-Cone™ seals.
- Pivot shaft seal guards help prevent debris from entering and damaging seals.
- Striker bars help prevent debris from damaging the machine, and added seals help reduce the amount of material entering engine and transmission compartments.
- Rotating bushings on tilt cylinders helps wrapping material to roll off hoses.
- Heavy duty hinged radiator guard protects radiator and fan from penetration by material coming straight in or from under the blade.
- Cooling system designed for high debris environments, with automatic reversing fan and swing-out access for cleanout with an air wand.
- Laminated thermal shields and insulated Clean Emissions Module.
- Hinged belly guard for easy cleaning.
- Landfill blades and center-hole track shoes help you optimize your waste handler for the job.
- Lights mounted up and away from main debris area for protection, while still giving you plenty of light on the work area.

Ease of Operation

- Comfortable, quiet operator station with excellent visibility and air handling features to help keep dust out/provide air filtration.
- Enhanced AutoShift allows your operator to select optimum ground speed for the job and helps save fuel by automatically choosing the more efficient gear based on load.
- Low effort, responsive controls for precision and ease of operation.
- Selectable electro-hydraulic maps let you set implement response to match operator preferences and application.
- Rear vision camera available to enhance visibility behind the machine.
- Meets U.S. EPA Tier 4 Final/EU Stage IV/Korea Tier 4 emission standards with emissions technology that is transparent – no action required from the operator, no stopping for regeneration.

Technology

- **Cat Slope Indicate** (S) shows cross slope and mainfall on the primary machine display to help operators work more confidently.
- **Cat GRADE with 3D** (O) is an integrated grade control system that helps operators grade with more accuracy and efficiency. Antennas mount on top of the cab – not on the blade – so they are safely out of the way of landfill debris.
- **Cat AccuGrade™** (O) is a dealer-installed aftermarket grade-control system that provides increased grading versatility and the ability to scale capacity to changing needs, providing a choice of lasers for 2D flat-plane and slope work, Global Navigation Satellite System (GNSS) control for complex 3D cuts and contours, and/or systems using a Universal Total Station (UTS) for fine and finish grading.
- **Cat AccuGrade Ready Option** (ARO) (O) allows you to easily install or upgrade to Cat AccuGrade 2D and 3D grade-control systems to add versatility and resale value to your machine.
- Remote monitoring with Product Link™*/VisionLink® helps you manage your fleet more effectively and profitably.

(S) = Standard
(O) = Optional
*Product Link not available in all areas.
Please consult your Cat dealer for details.

CAT®

Cat® D8T WH Waste Handler

Engine		
Engine Model	Cat C15 ACERT™	
Emissions	Tier 4 Final/Stage IV/ Korea Tier 4	
Net Power (Rated) – 1,900 rpm		
ISO 9249/SAE J1349	233 kW	312 hp
ISO 9249/SAE J1349 (DIN)		317 hp
Net Power (Maximum) – 1,700 rpm		
ISO 9249/SAE J1349	252 kW	335 hp
ISO 9249/SAE J1349 DIN		343 hp
Bore	137 mm	5.4 in
Stroke	172 mm	6.75 in
Displacement	15.2 L	928 in³

- All non road Tier 4 Interim and Final, Stage IIIB and IV, and Korea Tier 4 diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm EPA/10 ppm EU (mg/kg) sulfur or less. Biodiesel blends up to B20 (20% blend by volume) are acceptable when blended with 15 ppm EPA/10 ppm EU (mg/kg) sulfur or less ULSD. B20 should meet ASTM D7467 specification (biodiesel blend stock should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEO-ULS™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.
- Diesel Exhaust Fluid (DEF) used in Cat Selective Catalytic Reduction (SCR) systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241.
- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 2.5 kg of refrigerant which has a CO_2 equivalent of 3.575 metric tonnes.

Blades				
	Capacity (SAE J1265)		Width (over end bits)	
8 SU Landfill	19.6 m³	25.6 yd³	3931 mm	12.9 ft
8 U Landfill	21.2 m³	27.7 yd³	4251 mm	13.9 ft
8 SU LGP Landfill	22.1 m³	28.9 yd³	4531 mm	14.9 ft

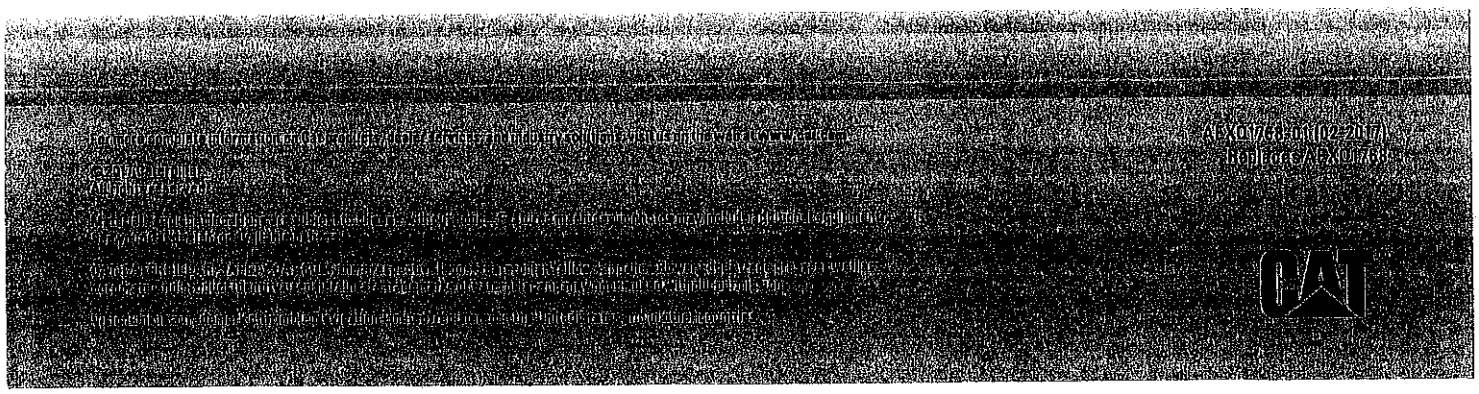
Operating Weight		
Standard Waste Handler	39 366 kg	86,710 lb
LGP Waste Handler	41 586 kg	91,600 lb

Shipping Weight		
Standard Waste Handler	33 324 kg	73,400 lb
LGP Waste Handler	35 367 kg	77,900 lb

Transmission		
1 Forward	3.4 km/h	2.1 mph
2 Forward	6.1 km/h	3.8 mph
3 Forward	10.6 km/h	6.6 mph
1 Reverse	4.5 km/h	2.8 mph
2 Reverse	8 km/h	5 mph
3 Reverse	14.2 km/h	8.8 mph

Dimensions						
	SU Blade		U Blade		LGP	
Height (to top of roof-mounted precleaner)	3706 mm	145.2 in	3706 mm	145.2 in	3706 mm	145.2 in
Length Basic Tractor (with striker bars with two counterweights)*	5256 mm	206.4 in	5256 mm	206.4 in	5256 mm	206.4 in
Length of Basic Tractor (tag link trunnion to tip of rear grouser)*	4647 mm	183.0 in	4647 mm	183.0 in	4647 mm	183.0 in
Height of Grouser	78 mm	3.1 in	78 mm	3.1 in	78 mm	3.1 in
Track Gauge	2083 mm	82.0 in	2083 mm	82.0 in	2337 mm	92.0 in
Width of Tractor (over trunnions)	3057 mm	120.4 in	3057 mm	120.4 in	3311 mm	130.4 in
Without Trunnions (standard shoe width)	2693 mm	106.0 in	2693 mm	106.0 in	3302 mm	130.0 in
Machine Height (from grouser tip)						
Exhaust Stack	3472 mm	136.7 in	3483 mm	136.3 in	3295 mm	129.7 in
EROPS (to top of railing)	3566 mm	140.4 in	3575 mm	140.7 in	3566 mm	140.4 in
Length of Track on Ground	3206 mm	126.2 in	3258 mm	128.3 in	3206 mm	126.2 in
Ground Clearance	613 mm	24.1 in	606 mm	23.8 in	613 mm	24.1 in

*With the following attachments add: SU Blade 1844 mm/72.6 in; U Blade 2241 mm/88.2 in; Drawbar 406 mm/16.0 in.



SALES AGREEMENT

DATE Feb 08, 2019
Agreement Number: 233796

Texas First Rentals LLC (Texas First), 5665 Southeast Loop 410, San Antonio, TX 78222 Phone: (844) 893-4778

SOLD TO		SHIP TO
CUSTOMER	CITY OF LAREDO - SOLID WASTE	<SAME>
STREET ADDRESS	PO BOX 210	
CITY/STATE	LAREDO, TX	
COUNTY/COUNTRY	WEBB, UNITED STATES	
POSTAL CODE	78042	
PHONE NO.	956 796 1155	
CUSTOMER CONTACT: EQUIPMENT	ALEJANDRO BENAVIDES - 956 790 1800	
CUSTOMER CONTACT: PRODUCT SUPPORT	ALEJANDRO BENAVIDES - 956 790 1800	
INDUSTRY CODE:	LOCAL GOVERNMENT (PS93)	
PRINCIPAL WORK CODE		
F.O.B. AT / SHIP VIA:	Laredo - Machine Division	

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable) - TYPE	CUSTOMER PO NUMBER	LKE (Yes / No)
0265703	Governmental TX MUNICIPALITY		

PAYMENT TERMS: (Payment Terms are subject to Finance Company – OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE ☑	NET ON DELIVERY ☐	FINANCIAL SERVICES	☐ CSC	☐ LEASE	☐ Net 30
CASH WITH ORDER $531,552.59	BALANCE TO FINANCE	CONTRACT INTEREST RATE N/A	RELEASE NUMBER		

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: TBA | MODEL: 730 | YEAR: TBA
ID NUMBER: TBA | SERIAL NUMBER: TBA | SMU: TBA

730-04A EJ ARTICULATED TRUCK	485-1710	TIRES, 750/65R25 MX ** XAD-65	369-8730
LANE 3 - AVAILABLE FROM PETERLEE FACTORY		CHASSIS, STANDARD	503-5009
		EXHAUST, HEATED BODY	487-9921
Includes ejector body.		ANTIFREEZE, -50C (-58F)	381-0094
Available for US, Canada, EU, Puerto Rico, CJL, South Korea, Australia		SERIALIZED TECHNICAL MEDIA KIT	421-9926
and New Zealand.		LANE 3 ORDER	0P-9003
LIGHTS, ROOF MOUNTED WORK	480-2054	SEAT, DELUXE	485-0331
SECURITY SYSTEM, MACHINE	480-1992		
WIPER, REAR	480-7003		
AM/FM RADIO (BLUETOOTH READY)	480-1980		
MIRROR, ELECTRIC HEATED	500-5947		
SEAT BELT, W/ INDICATION	566-5659		
STANDARD CAB	462-5039		
PRODUCT LINK, SATELLITE PLE631	481-8887		
TANK, STANDARD FUEL	503-2045		

TRADE-IN EQUIPMENT

MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN.: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

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TERMS OF SALE	
SALE PRICE	$531,552.59
SUB TOTAL	$531,552.59
TOTAL PURCHASE PRICE	$531,552.59

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.
12 Month/Unlimited Hours Total Machine

INITIAL

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Feb 08, 2019
Jaime Liendo(146)
ORDER RECEIVED BY
SALES MANAGER
SIGNATURE
TITLE

Date
CITY OF LAREDO - SOLID WASTE
CUSTOMER
By
SIGNATURE
TITLE

DATE: February 7, 2019
QUOTE #:233796-01

CITY OF LAREDO - SOLID WASTE
ALEJANDRO BENAVIDES
PO BOX 210
LAREDO, TEXAS 78042

BUY BOARD # 515-16

One (1) New Caterpillar Inc Model: 730 Articulated Dump Trucks with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$531,552.59
TOTAL PRICE	**$531,552.59**
SUB TOTAL	**$531,552.59**
TOTAL PURCHASE PRICE	**$531,552.59**

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

NOTES

DATE: February 7, 2019QUOTE # 233796-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
730-04A EJ ARTICULATED TRUCK	485-1710
LANE 3 - AVAILABLE FROM PETERLEE FACTORY	
Includes ejector body.	
Available for US, Canada, EU, Puerto Rico, CJL, South Korea, Australia	
and New Zealand.	
LIGHTS, ROOF MOUNTED WORK	480-2054
SECURITY SYSTEM, MACHINE	480-1992
WIPER, REAR	480-7003
AM/FM RADIO (BLUETOOTH READY)	480-1980
MIRROR, ELECTRIC HEATED	500-5947
SEAT BELT, W/ INDICATION	566-5659

DESCRIPTION	REF.#
STANDARD CAB	462-5039
PRODUCT LINK, SATELLITE PLE631	481-8887
TANK, STANDARD FUEL	503-2045
TIRES, 750/65R25 MX ** XAD-65	369-8730
CHASSIS, STANDARD	503-5009
EXHAUST, HEATED BODY	487-9921
ANTIFREEZE, -50C (-58F)	381-0094
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LANE 3 ORDER	0P-9003
SEAT, DELUXE	485-0331

POWERTRAIN

Auto shift six-speed forward and single speed reverse transmission
Cat C13 engine
Engine will be certified and labelled for emissions compliance as required for the region of sale.
Differentials: standard with automatic clutched inter and cross-axle differential locks
Dual circuit enclosed multiple disc brakes
Retarder: engine brake
S.O.Ssm sampling valves
Three axle, six-wheel drive
Machine speed limiter
Automatic Retarder Control
Hill Assist
Waiting Brake

ELECTRICAL

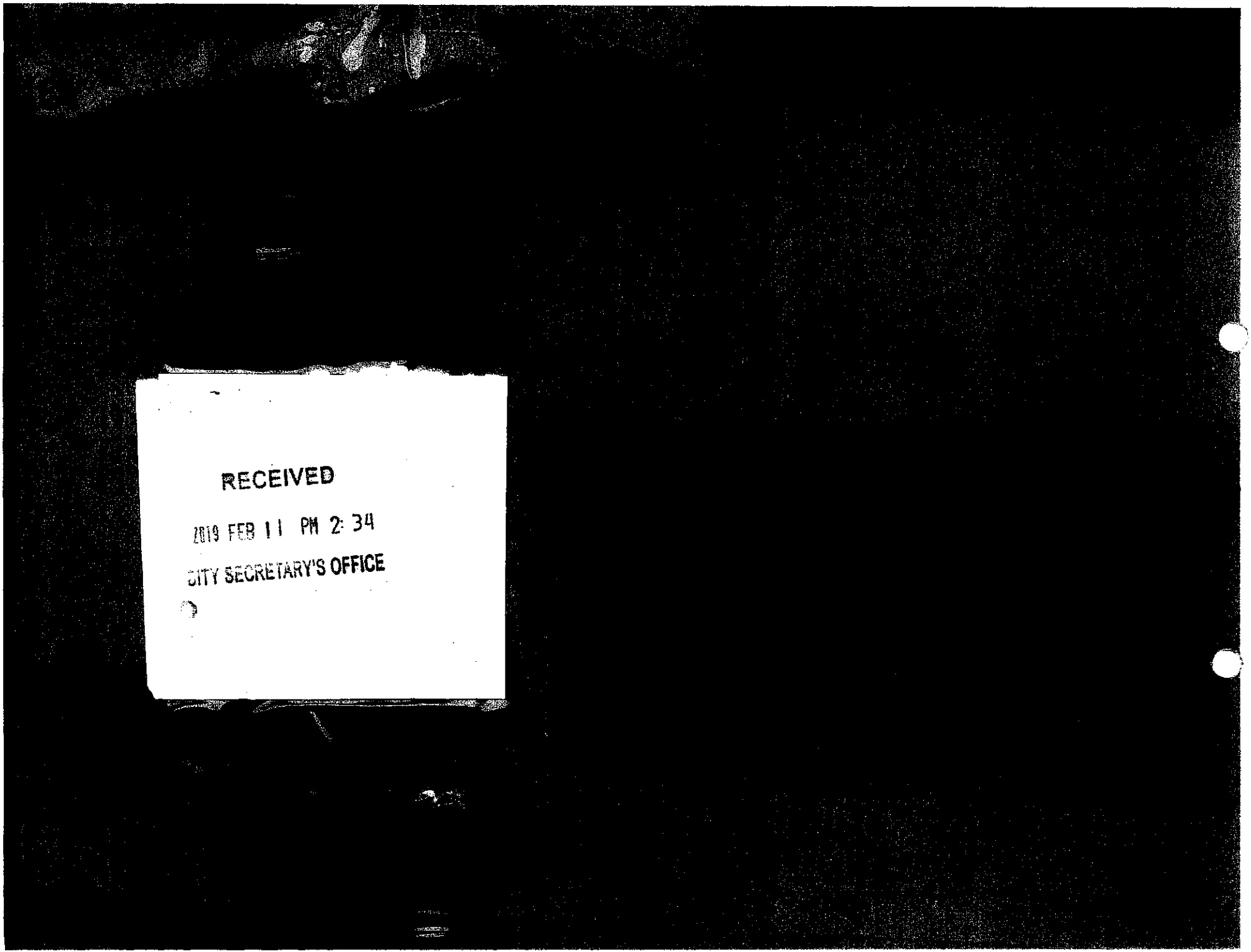
Electrical system: 24 volt, 5A 24 to 12 volt converter
Lights: cab interior, front, side, rear, two reversing, work lights, two stop/ tail lights, front and rear direction indicators
Hood Raise Lower Switch

OPERATOR ENVIRONMENT

Air conditioning with R134A refrigerant
Adjustable air vents
CAT rear view camera
Touch Screen incorporating the rear view camera feed
Electro hydraulic hoist control
Glass windows: laminated front, toughened rear and toughened opening sides
Heater and defroster with four-speed fan
Horn, electric
Radio ready
ROPS/FOPS cab
Seat, fully adjustable, air suspension
Seat, padded companion/trainer
Seat belts: two retractable
Secondary steering - electro hydraulic
Storage: cup holder, under seat storage, behind seat storage and coat hook
Sun visor
Tilt and telescopic steering wheel
Windshield wiper and washer, two speed, intermittent (front)

OTHER STANDARD EQUIPMENT

Reverse/back-up alarm
Body, adapted for exhaust heat
Guards: rear window and radiator, crankcase and axle
Mirrors: extensive arrangement for improved visibility
Mud flaps: wheel archand body mounted with transportation tie backs
Spill guard, front, integral part of fabricated body
Starting receptacle, electric, remote
Vandalism protection: lockable caps for fuel tank, DEF tank and hydraulic oil tank
Cat Detect with Stability Assist Rollover Warning System
Assisted Hoist System


RECEIVED
2019 FEB 11 PM 2:34
CITY SECRETARY'S OFFICE

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

#1

HEAVY EQUIPMENT
VARIOUS DEPARTMENTS **REVISED 1/24/19**

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 the purchase of heavy equipment for various City of Laredo Departments.

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 held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 12, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Equipment – Various City of Laredo Departments
FY19-033

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

January 24, 2019

Addendum No. 2

Ref: Bid: **Heavy Equipment – Various City of Laredo Departments**
FY19-033
Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following **modifications to the Bid**:

On **page 15** modification of specification **24.1 Trailer Specifications**
Modification of minimum specifications: Deck Length, Overall Length, Coupler, Suspension, Wheels, Tires, Trailer Weight and Paint.

On **page 18** modification of specification **27.1 Backhoe Trailer Specifications**
Modification of minimum specifications: Deck Length, and Tires.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Acknowledgement of Addendum #2 Bill Kees 02/12/19
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

January 22, 2019

Addendum No. 1

Ref: Bid: **Heavy Equipment – Various City of Laredo Departments**
FY19-033
Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following **modifications to the Bid**:

On **page 13** modification of specification 23.0
Change from 35E to 35G.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Acknowledgement of Addendum #1 Bill Rees 02/12/19
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of heavy equipment for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 12, 2019** and all bids received will be **opened** and read publicly on **February 13, 2019 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Heavy Equipment – Various City of Laredo Departments
FY19-033

Bids can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 18th DAY OF JANUARY 2019.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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 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 its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Heavy Equipment
Various City of Laredo Departments

15.0 Scope of Work

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 the purchase of heavy equipment for various City of Laredo Departments. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department Point of Contact:

Contact	Phone#	Email
Heberto "Beto" L. Ramirez	(956) 727-6455	hramirez@ci.laredo.tx.us

15.1 All questions for this bid shall be submitted in writing or by email no later than, January 24, 2019 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

15.2 All heavy duty equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 Contract Provisions

16.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

16.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

16.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.4 TAX, TITLE, AND LICENSE: All equipment purchase prices shall exclude tax, title, and license fees.

17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: NUECES POWER EQUIPMENT

Address: 101 OILPATCH RD.

Phone Number: (956) 725-0066

Service Manager: FRANK GARCIA

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 Utility Tractor Specifications

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer John Deere 5055E Utility Tractor w/520M Loader, w/MX6 Lift-Type Rotary Cutter-540 RPM PTO or Equivalent.

19.1 Minimum Specifications

Engine	59 (43.9 kW) 97/68/EC Engine Horsepower @ 2100 RPM 41 (30.5 kW) PTO Horsepower @ 2100 RPM 3 Cylinder Turbocharged John Deere Power Tech Diesel Engine 179 C.I.D. (2.9L) EPA Final Tier 4 Compliant
Fuel Tank	19.6 U.S. Gallon (74 L) Fuel Tank Capacity
Transmission	12F/12R PowrReverser, 540/540E(PR)
Hydraulics	Open Center Hydraulic System Tandem Gear Pump 18.2 GPM (68.9 LPM) Maximum Total Flow
Steering	Steering Pump 6.8 GPM (25.7 L/min) Implement Pump 11.4 GPM (43.1 LPM) Loader Prep Package, Dual mid value with Joystick Control
Hitch & Draw Bar	Rear Rockshaft with Position Control, Draft Control, and Adjustable Rate of Drop 3-Point (Category II) Hitch with Sway Bars – Convertible to Category I Adjustable Drawbar
Final Drive	Flanged Rear Axle, Planetary Final Drives; Mechanical Front Wheel Drive
Brakes	Hydrostatic Power Steering,; Hydraulically Actuated Wet Disk Brakes; Self-Equalizing and Self-Adjusting
Tires & Wheels	14.9-28 In. 6PR R1 Bias; 9.5-24 In. 6PR R1 Bias
Dealer Attachments	Backup Alarm Kit, Deluxe Canopy, Canopy Mounting Kit, Non-Contract Rear Hydro Value Kit, Non-Contract Mid Mount Brackets (Loader Setup); Non-Contract 3-Pt Pin Kit, Beacon Light Kit
Loader Attachment	520M Loader; 1850-mm (73 in.) Global Heavy Duty Bucket
Cutter	MX6 Lift-Type Rotary Cutter; 540 RPM PTO, Non-Contract 3PT Pin Kit

20.0 Flex Rotary Wing Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer John Deere R10 Flex-Wing Rotary Cutter or Equivalent

20.1 Minimum specifications

Item	Minimum Specifications
Cutting Width	10' (3.05 m)
Cutting Capacity	4" (101.6 mm)
Tractor PTO HP Range	50 HP (37 kW)
Tractor PTO	540 RPM
Transport Width	8.2' (2.5 M) at Wing Wheels
Deck Thickness – Upper - Lower	7 Gauge (4.55 mm) 0.18"
Shirt Thickness	3 Gauge (6 mm) 0.24"
Approximate Weight	5685 lb. (2578 kg)
Drivelines – Size – Main	CV ASAE Category 6, Splined Telescoping Profiles
Blade Tip Speed	288 fps (87.8 m/s)
Hitch & Stand	Standard Self-Level Hitch Clevis w/ 22.5" (57.2 cm) Narrow Profile Width; Mechanical Jack stand; Hydraulically Operated Height
Wheels	5-Bolt, 24PR Severe Duty Ag Foam Filled 26x9x14.5

21.0 Mower Specifications

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer John Deere Z997R Diesel Zero-Turn Mower or Equivalent.

21.1 Minimum Specifications

Engine, Diesel, Current EPA Compliant	25 HP Approx., liquid cooled diesel engine
Engine Power	Gross at 3,200 rpm
Transmission	Dual hydrostatic wheel drive TuffTorq heavy-duty ground drive with cross porting
Blade Tip	Approx. 18,000 fpm; 5,486 m/min
PTO	V-belt; Electric Clutch
Fuel Tank Capacity	11.5 U.S. Gallons
Mower Deck Size	Side Discharge, 60 inches; 7 gauge
Drive Wheels	24 x 12-12 Michelin Tweel Turf Tires
Caster Wheels	13x5.0-6 Flat Free
Brakes	Dynamic, Twin motion levers
Park Brakes	Internal wet disk integrated in transmission
Hydraulics	Oil Cooler, Radiator Type
Seat	Deluxe with armrests
Dealer Attachments	HD Canopy Kit, HD Belt Kit

22.0 Skid Steer Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2018 or newer, T650, T4 Bobcat Compact Track Loader or Equivalent.

22.1 Minimum Specifications

Engine, Diesel	74 HP, Tier 4, Turbo Diesel Engine
Transmission	Auto Idle, Auto-shift, 2-Speed Travel
Operating Capacity (SAE)	2,570 lbs.
Hydraulic System	
System Relief @ Quick Couplers	3,500 psi
Auxiliary High Flow	30.5 gal/min
Shutdown	Engine/Hydraulics Systems Shutdown
Operating Weight	9,113 lb.
Cab/Canopy	Enclosed Cab with HVAC Meets all ROPS requirements (SAE-J1040 & ISO 3471) Meets all FOPS requirements (SAE-J1043 & ISO 3449) Adjustable Suspension Seat, Top & Rear Windows Seat Bar, Seat Belt Solid Mounted Carriage with 4 Rollers
Tracks	Rubber, 12 ½" Wide
Parking Brake	Spring Applied, Pressure Released
Planer	24" Planer, High Flow, Drum 24 Fastcut
Bucket/Blade	74" Low Profile Buck, Bolt-On Cutting Edge, 74" Hydraulic Breaker with Nail Point, Loader Mounting Frame, Hose Kit Breakers
Fuel Tank Capacity	43.9 gal.
Additional Features	Backup Alarm, Bob-Tach, Bobcat Interlock Control System, Standard Controls, Cylinder Cushioning – Lift/Tilt, Glow Plugs (Automatically Activated), horn, Instrumentation to include: Engine Temperature and Fuel Gauges, Hour Meter, RPM and Warning Lights. Lift Arm Support Machine Warranty: 24 months or 2000 hours

23.0 Mini Excavator Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Tier 4, Mini Excavator John Deere 35G with Extended Boom or Equivalent.

23.1 Minimum Specifications

Engine, Diesel	33.5 HP, Turbocharged, Tier 4 Final, Non DPF
Transmission	Auto Idle, Auto-shift, 2-Speed Travel
Operating Weight	7,450 lbs.
Hydraulics	Auxiliary hydraulics, selectable flow with boom
	Engine/Hydraulic Monitor with Shutdown
	Fingertip Auxiliary Hydraulic Control
	Fingertip Boom Swing Control
Cab/Canopy	Enclosed Cab with HVAC
	Meets all ROPS, FOPS, and TOPS requirements

Arm/Bucket/Blade	Extendable Arm w/ Heavy Counterweight, 2nd Aux. Hyd. Extendable Arm, Clamp w/ Exchange Ext. Arm, Travel Motion Alarm, Hydraulic Angle Blade, 24" MX3 XCHG Teeth, 12" MX3 XCHG
Digging Depth	11'
Lift Capacity	2866 lbs.
Fuel Tank Capacity	14 gal.
Miscellaneous	Hydraulic Joy Stick Controls, Rubber Tracks, Work lights, X-Change (Attachment Mounting System), Zero Tail Swing, Machine Warranty: 24 months or 2000 hours

24.0 Trailer Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Kaufman Trailer for Mini-Excavator with Boom Trailer or Equivalent.

24.1 Minimum specifications

Item	Minimum Specifications
GVWR	Heavy Duty 14,000 lbs.
Deck Length	22' W/2' Steel Dove Tail
Deck Width	83"
Deck Height	18"
Overall Width	83"
Overall Length	27' (Ramps in Fold over position)
Fold up Ramps	5'
Hitch	3" Adj. Pintle Eye (35k) Coupler
Jack	(1) Two Speed 10,000 lb. Jack
Axles	2-7000 lb. E-Z Lube Axles
Suspension	Slipper Springs
Frame	6" Channel, w/ 3" channel crossmembers, 24" on center
Tongue	6" Channel
Floors	2" Treated Wood
Coupler	2 5/16" Pintle
Safety Chains	½" High Test w/ HD Grab Hooks
Tie Downs	Stakepockets and D-Rings on Headboard, 3 per side
Fenders	Diamond Plate
Ramps	5' x 17 ½" Fold Over, Self-Supporting, Spring Assist, Adjustable Load Width
Light Plug	Primary Light Plug (7-Way Plug)
Lights	All D.O.T. Lights (LED), 12 Volt Sealed Beam, Rubber Mounted
Breakaway System	12 Volt w/Battery and Switch
Suspension	Slipper Spring
Brakes	All Electric Brakes, 12 ¼ x 3 ½"
Wheels	16" 8 Bolt
Tires	235/80R16, Radial 14-Ply, Plus Spare
Trailer Weight	3150 lbs.
Tool Box	Front Tool Box in Hitch Well
Paint	Primed, 2 Coats of Automotive Grade Enamel, Black or Powder Coat

25.0 Trench Roller Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Ammann Trench Roller Model ARR 1575 or Equivalent.

25.1 Minimum Specifications

Engine, Diesel	20 HP, Tier 4 Final, Yanmar 3TNV80F
Power Acc. ISO 14396	14.6 kW (20 HP)
Maximum Torque	18.4/1800 Nm/rpm
No. of Cylinders	3 / Water Cooling
Drive System	Hydrostatic
Operating Weight	1340/1400 kg (2950/3170 lb.)
Compaction Force (Frequency)	40 Hz (2400 VPM)
Machine Length	1980 mm (78")
Wheelbase	1000 mm (39.4")
Machine Height	1317 mm (51.9")
Machine Width	640/850 mm (25.2 / 33.46")
Machine Length	2227 mm (87.7")
Fuel Tank Capacity	28 L (7.4 gal)
Hydraulic Oil Capacity	16 L (4.2 gal)
Steering	Two (2) steering cylinders
Vibratory System	Front & Rear drums vibrate Circular vibrator and 2 amplitude settings
Safety Features	Short/far distance turn off Full compliant with machine directives
Miscellaneous	Articulated Steering Concept Maintenance-Free articulation joint with oscillation IR Remote Control Central Lifting Hook Exciters in both drum axles

26.0 Backhoe Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Backhoe Loader: (Case 580N or Approved Equal).

26.1 Minimum Specifications

Description	Minimum Requirements
Diesel Engine, EPA Compliant Tier 4 Final	83 Net HP (62 kW) at 2200 RPM, 299 lb-ft (405 Nm) @ 1400 RPM Net Torque, Diesel 4-Stroke, Turbocharged, 4 Cylinders
Transmission	4F-4R Power Shuttle Synchromesh Transmission Manual Gear Shift, Fully Synchronized
Brakes	Wet multiple disc, Hydraulically Actuated, Outboard Mounted
Steering	Full power with emergency dead engine steering
Loader Bucket	1.05 cu. Yd. with bolt on cutting edge
Lift Capacity	6,800 lb. (3,086 kg)
Break-out Force, Lift	9,500 lb. (4,228 daN)
Backhoe Bucket	24"H.D.
Counterweights	1,100 lbs.
Digging Depth	Extendable Stick-hoe 14' minimum
Bucket Digging Force	11,500 lbs., extended
Dipperstick lift capacity	3,100 lbs. extended
Stabilizer Pads	Street/Cemetery pads
Tires/Wheels	Front: 12L x 16.5, 10 PLY Rear: 19.5L x 24, 10 PLY lug tread Spare Front & Rear Tire & Wheel
Lights	Halogen 2 front, 2 Red Warning, 4 Rear, 2 Amber tum signal Tail & Brake, 1 License plate light beacon,
Gauges	Converter Temperature, Engine Water Temp., Fuel level, hour
Warning Lights	Engine Oil Pressure, Air Cleaner, Alternator charge, Hydraulic Filter, Lock-up kit, Engine side panels
Fuel Tank	35 gallons
Cab	Standard ROPS/FOPS
Accessories	2 Rear view 4" x 8", safety belts, slow-moving sign, front counter Weight, standard vandalism protection, tool box, back-up alarm, Beacon installed left side top, locking DEF/Fuel Cover, LED Light Package, Dual Lever Controls,
Operating Weight	17,500 lb.
Option 1	Four Wheel Drive
Option 2	5 Year Power train Warranty

27.0 Backhoe Trailer Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Lamar FD2A XD Deck-Over 25K, or equivalent.

27.1 Minimum Specifications

Item	Minimum Specifications
GVWR	25,500 lbs.
Deck Length	20' w/ Rub Rail plus 5' steel dove tail
Deck Width	102"
Deck Height	35"
Overall Width	102"
Overall Length	30' (Ramps in Fold over position)
Fold up Ramps	5'
Hitch	3"Adj Pintle Eye (35k) Coupler
Jack	2 (10k) 2-Speed Jacks
Safety Chains	½" High Test with HD Grab Hooks
Tie Downs	D-Rings, 3 per side
Ramps	5' x 17 ½" Fold Over, Self-Supporting, Spring assist, Adjustable load width
Light Plug	Primary Light Plug (7-Way Plug)
Lights	All D.O.T. Required (LED Package), 12 Volt Sealed Beam, Rubber Mounted
Breakaway System	12 Volt w/Battery and Switch
Frame	I-Beam Frame, 12", 19 lb.
Crossmembers	16" Center to Center
Floor	Treated Yellow Pine
Suspension	7 Leaf x 3" wide, Slipper Spring
Brakes	12 ¼ x 3 1/2" W Electric
Wheels	17.5" x 6.75" Dual (8) 10 Bolt Budd Style
Tires	215/80R017.5 16 Ply, plus spare
Trailer Weight	6500#
Tool Box	Front Tool Box
Paint	Black Powder

28.0 Utility Vehicle Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Utility Vehicle: (John Deere XUV825E or Equivalent).

Specifications	Information
Engine Type, Gasoline	4-cycle Gas, EFI, 52 HP Approx.
Displacement	812cc
Fuel system	Electronic fuel injection
Transmission	Automatic/Continuously variable Transmission
Number of people	Minimum of 2 (Bench Seat)
Drive system	On demand-true Four wheel drive system
Final Drive	Two Speed, Oil Bath
Tires, front/rear	26 x 9-12 Aggressive Terrain/26x11-12 Aggressive Terrain
Suspension, front	Fully independent Dual A-arm w/adjustable coils; 8" (203 mm) of Travel
Suspension, rear	Fully independent Dual A-arm w/adjustable coils sway bar; 9" (228.6 mm) of Travel
Brakes	Front/Rear Hydraulic Disc w/ Twin Piston Front Calipers
Fuel capacity	7.3 gal. (27.6 l)
Dry weight	1,775 lb. (805 kg)
Wheelbase	79 in. (2007 mm)
Ground Clearance	11 in. (280mm)
Cargo bed (L x W x H)	45 x 12 x 52 in. (1143 x 304.8 x 1320 mm)
Vehicle Load capacity	1400 lb. (635 kg)
Cargo bed load capacity	1000 lb. (454 kg)
Towing capacity	1500 lb. (680 kg) w/2" Receiver
Lights, Miscellaneous	All Required Lighting per DOT, Non Contact HD Frt. Spring Kit, Back-up alarm, Rear Bumper, HD Front Brush Guard, Occupant Protective Structure (OPS) Poly roof

29.0 Dozer Specifications

The intent of this specification is to define the minimum requirements for the purchase of one 2019 or newer Tier 4 Final/EU Stage IV (Liebherr Crawler Tractor PR756 Litronic Landfill Application, John Deere Crawler 1050K/Waste Handler Package, Caterpillar D8T/Waste Handler Package or Approved Equal).

29.1 Minimum Specifications

Description	Minimum Requirements
Engine Model	D 946 A7; 6 Cylinders (or Equivalent)
Emissions	U.S. EPA Tier 4 Final/EC Stage IV
Net Power (Rated)	340/336 HP @ 1600 RPM (ISO 9249/SAE J1349)
Net Power (Max)	374/369 HP @ 1600 RPM (ISO 9249/SAE J1349)
Design	6 Cylinder in-line engine, water-cooled, turbocharged, air-to-air intercooler
Operating Voltage	24 V
Fuel	Diesel
Operating Weight	85,000 lbs.
Transmission System	Infinitely variable hydrostatic travel drive, independent drive for each track
Electronic System	Automatically adjusts travel speed and drawbar pull to match changing load conditions
Steering	Hydrostatic
Dimensions	
Height over Cab	11'10" (3,605 mm)
Overall length w/o attachments	16' 0" (4,885 mm)
Length of track on ground	10' 5" (3,174 mm)
Height of grousers	3.27" (83 mm)
Ground Clearance	2'1" (635 mm)
Track gauge	7'2" (2,180 mm)
Width over trunnions	10'4" (3,145 mm)
Width of tracks (24" track shoes)	9'2" (2,790 mm)
U Blade Capacity	25.0 cy
U Blade Width with Rack	14.1'
Undercarriage	
Design	Undercarriage with rigid bottom or bogie suspension
Track Chains	Lubricated, single grouser shoes, tensioning via steel spring and grease tensioner
Links, each side	44
Track rollers, each side	7
Carrier rollers, each side	2
Sprocket segments, each side	5
Track shoes, standard	24"
Miscellaneous (Standard)	
Fuel Tank	170.0 gal (US)
Diesel Exhaust Fluid (DEF) Tank	21.1 gal (US)
Rear Vision Camera	

Powered Bottom Guard Option	
Rear Striker Bars w/ Rigid Drawbar and	
Housing	
U Blade with trash rack	
Beacon Light	
Protective Grid for Rear Window	

30.0 Articulated Dump Truck Specifications

The intent of this specification is to define the minimum requirements for the purchase of one 2019 or Newer Articulated Dump Truck. CAT 730C2 EJ or Equivalent.

30.1 Minimum Specifications

	Minimum Specifications
	Engine must meet Tier 4 Final/Stage IV engine emission standards.
Engine net power	Minimum 367 HP (274 kW) according to SAE J1349
Engine gross power	Minimum 375 HP (280 kW) according to SAE J1995
Operating weight	No load minimum 58,190 lb (26,395 kg).
	Operating weight for a loaded machine shall be 120,186 Lb. (54,515 kg).
Capacity	Shall be at least 17.7 cubic yards (13.5 cubic meters).
	Heaped SAE 2:1 capacity shall be at least 22.1 cubic yards (16.9 cubic meters).
	Rated payload shall be at least 31 tons (28.1 tonnes).
Engine	375 HP (280 kW) per SAEJ1349 with a minimum displacement 13 liters. Tier IV/Stage IV emission specifications for the U.S. (EPA) and Europe. Minimum two-stage air cleaner with service indicator lamp on the instrument panel.
Cooling system	Remote mounted radiator with a hydraulic variable speed fan demand system that is thermostatically controlled by an engine temperature sensor.
Electrical	24-volt electrical system, alternator minimum rating of 75 amps, Batteries minimum of 100 hour per battery. 24 volt, 5A 24- to 12-volt converter.
	A remote start receptacle with a ground level shut off shall be standard.
Transmission Specs	Auto shift six speed transmission.
	The transmission shall have an integral hydraulic retarder that has operator selectable multi levels of retarding.
	Maximum forward speed of not less than 34 mph.
	Maximum reverse speed of not less than 6 mph.
	The torque converter shall have automatic (Direct Drive) lock-up in all forward gears.
	The OTG shall have an operator selectable longitudinal driveline differential with a 100% lock-up on the go clutch.
Steering Specs	The steering shall be a cushioned steering system with a hand metering unit, a single load sensing variable displacement piston pump, two double-acting cushioned steer cylinders that allow a minimum 45° of right or left articulation angle. An electronic secondary steering system, which meets ISO 5010 at gross vehicles weight, shall be provided.
Radius	The SAE turning radius shall be no more than 294 in (7470 mm); Clearance radius 318 in. (8075 mm).
Brakes Specs	The service brakes shall consist of a dual circuit system with hydraulic accumulators, one for the front axle and one for the center and rear axle.

	Hydraulic applied dry disc brakes on the front, center and rear axles. Braking shall comply with ISO 3450 and SAE J1473 at the gross vehicle weight.
	Full power hydraulic brake system that actuates enclosed, oil-immersed, multi disc, multi plate brakes with independent front and rear circuits and accumulators..
HYDRAULIC SYSTEM	
Hydraulic System	The hydraulic system shall consist of a engine driven load sensing variable displacement piston pump for steering, engine driven gear pump for hoist and brake cooling, variable speed hydraulic engine cooling fan, hydraulic driven cooling fan system.
	The hauler shall have grouped hydraulic system test ports in on location for the following systems: steering, hoist, brake, cooling fan.
	Ejector cylinder and blade with integrated spillguard shall be standard and factory installed.
Tailgate	The body tailgate shall be hydraulically operated automatically with one control automatically used in conjunction with the ejector cylinder functions.
Axle	All axles shall have an operator selectable differential lock with a 100% lock on the go wet clutch with remote mounted axle breathers.
	All axles shall have fully floating axle shafts with planetary gear reduction final drives.
Suspension	Both front and rear suspensions shall allow individual wheel movement independent of the frame and utilize cross stabilizers.
	The front suspension shall have two independent oil over nitrogen ride struts and a fully oscillating three-point suspension with lateral tie rod.
	The rear suspension shall have a walking beam design with elastomer springs to dampen shock loads.
Differential Specs	Differentials with wet clutched cross-axle differential locks for all axles shall be standard.
	Inter-axle differential with wet clutched diff lock shall be standard. Three axle- six wheel drive
Tires	Hauler shall have six wheels.
	Tires shall be tubeless radial articulate hauler type, size 750/65/R25.
Cab Operator Station	The cab shall be pressurized, heated, air conditioned, and filtered, ROPS/FOPS tested and approved in accordance with SAE J1040CISO 3471 and SAE J231/ISO 3449 standards.
	The cab shall be center-mounted via rubber isolators with the operator positioned along the center of the longitudinal axis of the machine with tilt capabilities.
Seats	Air suspended seats, four-way adjustable, with flameproof upholstery, cushioned upper high back adjustable seats, ride zone indicator, adjustable lumbar settings and a retractable seat belt.
Instruments	Tachometer, fuel level, engine oil pressure, coolant temperature, torque converter oil temperature, service hour meter and speedometer.
	A central warning system with visual and audible alarms shall be provided to monitor vital functions.
	An on-board, electronic machine monitoring system with trouble shooting diagnostics capability to monitor alternator, coolant temperature, brake oil pressure, engine oil pressure, transmission oil pressure, transmission hold, hoist control, hydraulic system, charging system, retarder, transmission fault, traction control system, check engine light and fuel with cab display shall be provided.
Air conditioning	Air conditioning with R134A refrigerant shall be standard.
	Laminated and tinted front glass window and toughened and tinted rear glass windows shall be standard.
	Heater and defroster with four-speed fan shall be standard and air vents shall be adjustable.
	Left and right heated mirrors shall be standard.

Lights	Cab interior, front, side, rear, two reversing/working lights, two stop/tail lights, front and rear direction indicators
	Four headlights shall be standard.
	Intermittent front and rear windshield wiper and washer shall be standard.
Body Specs	Minimum hardness of 400 HB, yield strength of 145,000 psi, and tensile strength of 181,000 psi.
	Body plate thickness shall be a minimum: front 0.31 in (8mm), sides 0.47 in (12mm), bottom/scow 0.55 in (14mm).
	Body design shall have the ability to eject material out of the rear of the body.
	Body design shall include a hydraulically operated tailgate that lowers automatically when ejecting material. Spill guard front, integral part of fabricated body
Serviceability	Machine shall have vandalism protection that consists of lockable caps for fuel tank and hydraulic oil tank
	S-O-S (SM) sampling valves shall be provided.
SERVICE FILL CAPACITIES	
Fuel	Minimum 108.8 gal (412 L). DEF Tank 5.3 gal (20L)
Cooling System	Minimum 21.9 gal (83 L).
Hydraulic System	Minimum 39.1 gal (110 L).
Engine Crankcase	Minimum 10.5 gal (40 L).
Transmission	Minimum 9.2 gal (35 L).
Gear Box	Minimum 6.3 gal (24 L).
Additional Features	
	Guards- rear window, radiator, crankcase and axle
	Body connection for exhaust heat shall be standard
	Tow pins front and rear, rear view camera, flashing beacon
Ejector System	The body ejector system shall have one, three-stage double acting cylinder with a blade eject time of no more than 12 seconds and a blade retract time of no more than 15 seconds.

31.0 Technical Training

After delivery of the specified equipment to the Fleet Department, a factory technician with experience in the application of all requested equipment shall provide training to instruct the City of Laredo personnel in the use, operation and maintenance of the requested equipment. An additional follow-up visit shall be mutually arranged within one year of equipment acceptance.

32.0 Manuals & Parts

Two (2) service, parts and troubleshooting manuals will be provided with each machine. The manuals will include all systems schematics and specific component literature. The manufacturer will maintain an inventory of common machine parts used on the specified unit.

32.1 All parts shall be identical to the in-place installed parts used in the construction of the requested equipment. Spare parts furnished shall not exempt from warranty any of the component installed items. In addition, the spare parts listed above shall be warranted the same as the installed items.

33.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications and shall 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.

33.1 The City of Laredo reserves the right to purchase additional vehicles within a 90 day period after award of contract.

34.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

35.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) NUECES POWER EQUIPMENT

Signature of person authorized to sign bid _____ Date FEBRUARY 11, 2019

Print Name of person authorized to sign bid CLIFTON GRANT BRADSHAW

Title: SALES

Business Address: P.O. BOX 4789

City, State, Zip Code: CORPUS CHRISTI, TX 78469

Telephone Number: 361-289-0066 Fax Number: 361-289-7424

Contact Person Email Address: BILL REES/BILL@NPETEX.COM

Federal Tax ID Number: 74-1649707

Bidders Principal/Corporate Place of Business Address: 7510 IH 37, CORPUS CHRISTI, TX 78409

Indicated Status of Business:

Corporation 1988 Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: DELAWARE

State how long under its present business name: 1988

If applicable, list all other names under which the Business identified above operated in the last five years.

NUECES FARM CENTER, INC. DBA NUECES POWER EQUIPMENT

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

39.0 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 of 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: BILL M.I. ___ Last: REES Suffix: MR.

***2. Contract Information.**

a) Contract or project name: HEAVY EQUIPMENT FY19-033

b) Originating department: VARIOUS DEPARTMENTS

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

NUECES POWER EQUIPMENT

***4. List any business entity(ies) that is a partner, parent, or 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.

☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

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

☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

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

36.0 Tab B Price Schedule

36.1 Section I – Utility Tractor

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Tractor as per Specifications – 19.0	1	$ 27,500.00	$ 27,500.00

Make and Model: CASE MODEL 50A

Model Year: 2016

Estimated Time of Delivery: 30 Days

**** The quantities are estimates and are based on the best available information***

36.2 Section II– Flex Rotary Wing

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Flex Rotary Wing as per Specifications – 20.0	1	21,500.00	21,500.00

Make and Model: WOODS MODEL BW126

Model Year: 2018

Estimated Time of Delivery: 30 Days

**** The quantities are estimates and are based on the best available information***

36.3 Section III– Mower

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Mower as per Specifications – 21.0	1	$ NO BID	$ (0)

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.4 Section IV– Skid Steer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Skid Steer as per Specifications – 22.0	1	$ 83,608.00	$ 83,608.00

Make and Model: CASE TV-370

Model Year: 2019

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information***

36.5 Section V– Mini-Excavator

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Mini-Excavator per Specifications – 23.0	1	$ 63,067.00	$ 63,067.00

Make and Model: CASE CX57C

Model Year: 2019

Estimated Time of Delivery: 180 Days

**** The quantities are estimates and are based on the best available information***

36.6 Section VI– Trailer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Trailer as per Specifications – 24.0	3	$ NO BID	$ (0)

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.7 Section VII– Trench Roller

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Trench Roller as per Specifications – 25.0	1	$ NO BID	$ (0)

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.8 Section VIII– Backhoe

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Backhoe as per Specifications - 26.0	4	$ 79,372.00	$ 317,488.00

Make and Model: CASE 580N

Model Year: 2019

Estimated Time of Delivery: 120 Days

**** The quantities are estimates and are based on the best available information***

36.9 Section IX– Backhoe Trailer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Backhoe Trailer as per Specifications - 27.0	3	$ NO BID	$ (0)

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.10 Section X– Utility Vehicle

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle as per Specifications - 28.0	4	$ NO BID	$ (0)

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.11 Section XI– Dozer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Dozer as per Specifications – 29.0	1	$ 737,723.00	$ 737,723.00

Auto Make and Model: LIEBHERR PR-756 W-B

Model Year: 2019

Estimated Time of Delivery: 90 Days

**** The quantities are estimates and are based on the best available information***

36.12 Section XII– Articulated Dump Truck

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 30.0	1	$ NO BID	$ (0)

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

37.0 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

☑ 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.

CLIFTON GRANT BRADSHAW — Name
Signature
FEBRUARY 11, 2019 — 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.

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 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 NUECES POWER EQUIPMENT
(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 11TH day of FEB 20 19.

Notary Public

My commission expires: JANUARY 13, 2020

CARLA STRASHEIM

CARLA STRASHEIM
My Notary ID # 124763817
Expires January 13, 2020

***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.

Your Name: BILL REES Title: SALES

Company Name or DBA: NUECES POWER EQUIPMENT **Date:** 02/12/19

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

40.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

NUECES POWER EQUIPMENT LAREDO, TEXAS, USA

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

CITY OF LAREDO TX.

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.**

FY19-033

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.

ZULEMA ORTIZ
Notary Public, State of Texas
Comm. Expires 01-25-2023
Notary ID 131868601
AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the 12th day of February, 20 19, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Zulema Ortiz — Printed name of officer administering oath — Notary Public — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Adopted 10/5/2015

41.0 Vendors Instructions:

Hand held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 12, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Equipment – Various City of Laredo Departments
FY19-033

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

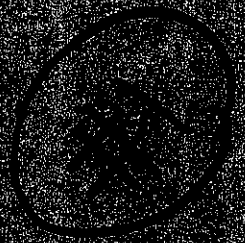
Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

RECEIVED

AUG 11 12 44 PM

CITY SECRETARY'S OFFICE



CITY OF LAKEWOOD - CITY SECRETARY

CITY HALL - 1ST FLOOR

HALL OF RECORDS

ST.

LAKEWOOD, TX. 75040

F19-033

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

#3

HEAVY EQUIPMENT
VARIOUS DEPARTMENTS **REVISED 1/24/19**

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 the purchase of heavy equipment for various City of Laredo Departments.

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 held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 12, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Equipment – Various City of Laredo Departments
FY19-033

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

January 24, 2019

Addendum No. 2

Ref: Bid: **Heavy Equipment – Various City of Laredo Departments**
FY19-033
Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following **modifications to the Bid**:

On **page 15** modification of specification **24.1 Trailer Specifications**
Modification of minimum specifications: Deck Length, Overall Length, Coupler, Suspension, Wheels, Tires, Trailer Weight and Paint.

On **page 18** modification of specification **27.1 Backhoe Trailer Specifications**
Modification of minimum specifications: Deck Length, and Tires.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Acknowledgement of Addendum #2_____
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

January 22, 2019

Addendum No. 1

Ref: Bid: **Heavy Equipment – Various City of Laredo Departments**
FY19-033
Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following **modifications to the Bid**:

On **page 13** modification of specification 23.0
Change from 35E to 35G.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Acknowledgement of Addendum #1 _____
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of heavy equipment for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 12, 2019** and all bids received will be **opened** and read publicly on **February 13, 2019 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Heavy Equipment – Various City of Laredo Departments
FY19-033

Bids can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 18th DAY OF JANUARY 2019.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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 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 its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Heavy Equipment
Various City of Laredo Departments

15.0 Scope of Work

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 the purchase of heavy equipment for various City of Laredo Departments. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department Point of Contact:

Contact	Phone#	Email
Heberto "Beto" L. Ramirez	(956) 727-6455	hramirez@ci.laredo.tx.us

15.1 All questions for this bid shall be submitted in writing or by email no later than, January 24, 2019 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

15.2 All heavy duty equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.0 Contract Provisions

16.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

16.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

16.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.4 TAX, TITLE, AND LICENSE: All equipment purchase prices shall exclude tax, title, and license fees.

17.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: _____

Address: _____

Phone Number: _____

Service Manager: _____

18.0 Equipment Qualifications

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet and Purchasing Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection. Items requiring photo documentation are noted in the appropriate sections below.

19.0 Utility Tractor Specifications

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer John Deere 5055E Utility Tractor w/520M Loader, w/MX6 Lift-Type Rotary Cutter-540 RPM PTO or Equivalent.

19.1 Minimum Specifications

Engine	59 (43.9 kW) 97/68/EC Engine Horsepower @ 2100 RPM 41 (30.5 kW) PTO Horsepower @ 2100 RPM 3 Cylinder Turbocharged John Deere Power Tech Diesel Engine 179 C.I.D. (2.9L) EPA Final Tier 4 Compliant
Fuel Tank	19.6 U.S. Gallon (74 L) Fuel Tank Capacity
Transmission	12F/12R PowrReverser, 540/540E(PR)
Hydraulics	Open Center Hydraulic System Tandem Gear Pump 18.2 GPM (68.9 LPM) Maximum Total Flow
Steering	Steering Pump 6.8 GPM (25.7 L/min) Implement Pump 11.4 GPM (43.1 LPM) Loader Prep Package, Dual mid value with Joystick Control
Hitch & Draw Bar	Rear Rockshaft with Position Control, Draft Control, and Adjustable Rate of Drop 3-Point (Category II) Hitch with Sway Bars – Convertible to Category I Adjustable Drawbar
Final Drive	Flanged Rear Axle, Planetary Final Drives; Mechanical Front Wheel Drive
Brakes	Hydrostatic Power Steering,; Hydraulically Actuated Wet Disk Brakes; Self-Equalizing and Self-Adjusting
Tires & Wheels	14.9-28 In. 6PR R1 Bias; 9.5-24 In. 6PR R1 Bias
Dealer Attachments	Backup Alarm Kit, Deluxe Canopy, Canopy Mounting Kit, Non-Contract Rear Hydro Value Kit, Non-Contract Mid Mount Brackets (Loader Setup); Non-Contract 3-Pt Pin Kit, Beacon Light Kit
Loader Attachment	520M Loader; 1850-mm (73 in.) Global Heavy Duty Bucket
Cutter	MX6 Lift-Type Rotary Cutter; 540 RPM PTO, Non-Contract 3PT Pin Kit

20.0 Flex Rotary Wing Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer John Deere R10 Flex-Wing Rotary Cutter or Equivalent

20.1 Minimum specifications

Item	Minimum Specifications
Cutting Width	10' (3.05 m)
Cutting Capacity	4" (101.6 mm)
Tractor PTO HP Range	50 HP (37 kW)
Tractor PTO	540 RPM
Transport Width	8.2' (2.5 M) at Wing Wheels
Deck Thickness – Upper - Lower	7 Gauge (4.55 mm) 0.18"
Shirt Thickness	3 Gauge (6 mm) 0.24"
Approximate Weight	5685 lb. (2578 kg)
Drivelines – Size – Main	CV ASAE Category 6, Splined Telescoping Profiles
Blade Tip Speed	288 fps (87.8 m/s)
Hitch & Stand	Standard Self-Level Hitch Clevis w/ 22.5" (57.2 cm) Narrow Profile Width; Mechanical Jack stand; Hydraulically Operated Height
Wheels	5-Bolt, 24PR Severe Duty Ag Foam Filled 26x9x14.5

21.0 Mower Specifications

The intent of this specification is to define the minimum requirements for the purchase of 2019 or newer John Deere Z997R Diesel Zero-Turn Mower or Equivalent.

21.1 Minimum Specifications

Engine, Diesel, Current EPA Compliant	25 HP Approx., liquid cooled diesel engine
Engine Power	Gross at 3,200 rpm
Transmission	Dual hydrostatic wheel drive TuffTorq heavy-duty ground drive with cross porting
Blade Tip	Approx. 18,000 fpm; 5,486 m/min
PTO	V-belt; Electric Clutch
Fuel Tank Capacity	11.5 U.S. Gallons
Mower Deck Size	Side Discharge, 60 inches; 7 gauge
Drive Wheels	24 x 12-12 Michelin Tweel Turf Tires
Caster Wheels	13x5.0-6 Flat Free
Brakes	Dynamic, Twin motion levers
Park Brakes	Internal wet disk integrated in transmission
Hydraulics	Oil Cooler, Radiator Type
Seat	Deluxe with armrests
Dealer Attachments	HD Canopy Kit, HD Belt Kit

22.0 Skid Steer Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2018 or newer, T650, T4 Bobcat Compact Track Loader or Equivalent.

22.1 Minimum Specifications

Engine, Diesel	74 HP, Tier 4, Turbo Diesel Engine
Transmission	Auto Idle, Auto-shift, 2-Speed Travel
Operating Capacity (SAE)	2,570 lbs.
Hydraulic System	
System Relief @ Quick Couplers	3,500 psi
Auxiliary High Flow	30.5 gal/min
Shutdown	Engine/Hydraulics Systems Shutdown
Operating Weight	9,113 lb.
Cab/Canopy	Enclosed Cab with HVAC Meets all ROPS requirements (SAE-J1040 & ISO 3471) Meets all FOPS requirements (SAE-J1043 & ISO 3449) Adjustable Suspension Seat, Top & Rear Windows Seat Bar, Seat Belt Solid Mounted Carriage with 4 Rollers
Tracks	Rubber, 12 ½" Wide
Parking Brake	Spring Applied, Pressure Released
Planer	24" Planer, High Flow, Drum 24 Fastcut
Bucket/Blade	74" Low Profile Buck, Bolt-On Cutting Edge, 74" Hydraulic Breaker with Nail Point, Loader Mounting Frame, Hose Kit Breakers
Fuel Tank Capacity	43.9 gal.
Additional Features	Backup Alarm, Bob-Tach, Bobcat Interlock Control System, Standard Controls, Cylinder Cushioning – Lift/Tilt, Glow Plugs (Automatically Activated), horn, Instrumentation to include: Engine Temperature and Fuel Gauges, Hour Meter, RPM and Warning Lights. Lift Arm Support Machine Warranty: 24 months or 2000 hours

23.0 Mini Excavator Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Tier 4, Mini Excavator John Deere 35G with Extended Boom or Equivalent.

23.1 Minimum Specifications

Engine, Diesel	33.5 HP, Turbocharged, Tier 4 Final, Non DPF
Transmission	Auto Idle, Auto-shift, 2-Speed Travel
Operating Weight	7,450 lbs.
Hydraulics	Auxiliary hydraulics, selectable flow with boom
	Engine/Hydraulic Monitor with Shutdown
	Fingertip Auxiliary Hydraulic Control
	Fingertip Boom Swing Control
Cab/Canopy	Enclosed Cab with HVAC
	Meets all ROPS, FOPS, and TOPS requirements

Arm/Bucket/Blade	Extendable Arm w/ Heavy Counterweight, 2nd Aux. Hyd. Extendable Arm, Clamp w/ Exchange Ext. Arm, Travel Motion Alarm, Hydraulic Angle Blade, 24" MX3 XCHG Teeth, 12" MX3 XCHG
Digging Depth	11'
Lift Capacity	2866 lbs.
Fuel Tank Capacity	14 gal.
Miscellaneous	Hydraulic Joy Stick Controls, Rubber Tracks, Work lights, X-Change (Attachment Mounting System), Zero Tail Swing, Machine Warranty: 24 months or 2000 hours

24.0 Trailer Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Kaufman Trailer for Mini-Excavator with Boom Trailer or Equivalent.

24.1 Minimum specifications

Item	Minimum Specifications
GVWR	Heavy Duty 14,000 lbs.
Deck Length	22' W/2' Steel Dove Tail
Deck Width	83"
Deck Height	18"
Overall Width	83"
Overall Length	27' (Ramps in Fold over position)
Fold up Ramps	5'
Hitch	3" Adj. Pintle Eye (35k) Coupler
Jack	(1) Two Speed 10,000 lb. Jack
Axles	2-7000 lb. E-Z Lube Axles
Suspension	Slipper Springs
Frame	6" Channel, w/ 3" channel crossmembers, 24" on center
Tongue	6" Channel
Floors	2" Treated Wood
Coupler	2 5/16" Pintle
Safety Chains	½" High Test w/ HD Grab Hooks
Tie Downs	Stakepockets and D-Rings on Headboard, 3 per side
Fenders	Diamond Plate
Ramps	5' x 17 ½" Fold Over, Self-Supporting, Spring Assist, Adjustable Load Width
Light Plug	Primary Light Plug (7-Way Plug)
Lights	All D.O.T. Lights (LED), 12 Volt Sealed Beam, Rubber Mounted
Breakaway System	12 Volt w/Battery and Switch
Suspension	Slipper Spring
Brakes	All Electric Brakes, 12 ¼ x 3 ½"
Wheels	16" 8 Bolt
Tires	235/80R16, Radial 14-Ply, Plus Spare
Trailer Weight	3150 lbs.
Tool Box	Front Tool Box in Hitch Well
Paint	Primed, 2 Coats of Automotive Grade Enamel, Black or Powder Coat

25.0 Trench Roller Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Ammann Trench Roller Model ARR 1575 or Equivalent.

25.1 Minimum Specifications

Engine, Diesel	20 HP, Tier 4 Final, Yanmar 3TNV80F
Power Acc. ISO 14396	14.6 kW (20 HP)
Maximum Torque	18.4/1800 Nm/rpm
No. of Cylinders	3 / Water Cooling
Drive System	Hydrostatic
Operating Weight	1340/1400 kg (2950/3170 lb.)
Compaction Force (Frequency)	40 Hz (2400 VPM)
Machine Length	1980 mm (78")
Wheelbase	1000 mm (39.4")
Machine Height	1317 mm (51.9")
Machine Width	640/850 mm (25.2 / 33.46")
Machine Length	2227 mm (87.7")
Fuel Tank Capacity	28 L (7.4 gal)
Hydraulic Oil Capacity	16 L (4.2 gal)
Steering	Two (2) steering cylinders
Vibratory System	Front & Rear drums vibrate Circular vibrator and 2 amplitude settings
Safety Features	Short/far distance turn off Full compliant with machine directives
Miscellaneous	Articulated Steering Concept Maintenance-Free articulation joint with oscillation IR Remote Control Central Lifting Hook Exciters in both drum axles

26.0 Backhoe Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Backhoe Loader: (Case 580N or Approved Equal).

26.1 Minimum Specifications

Description	Minimum Requirements
Diesel Engine, EPA Compliant Tier 4 Final	83 Net HP (62 kW) at 2200 RPM, 299 lb-ft (405 Nm) @ 1400 RPM Net Torque, Diesel 4-Stroke, Turbocharged, 4 Cylinders
Transmission	4F-4R Power Shuttle Synchromesh Transmission Manual Gear Shift, Fully Synchronized
Brakes	Wet multiple disc, Hydraulically Actuated, Outboard Mounted
Steering	Full power with emergency dead engine steering
Loader Bucket	1.05 cu. Yd. with bolt on cutting edge
Lift Capacity	6,800 lb. (3,086 kg)
Break-out Force, Lift	9,500 lb. (4,228 daN)
Backhoe Bucket	24"H.D.
Counterweights	1,100 lbs.
Digging Depth	Extendable Stick-hoe 14'minimum
Bucket Digging Force	11,500 lbs., extended
Dipperstick lift capacity	3,100 lbs.extended
Stabilizer Pads	Street/Cemetery pads
Tires/Wheels	Front: 12L x 16.5, 10PLY Rear: 19.5L x 24, 10PLY lug tread Spare Front & Rear Tire & Wheel
Lights	Halogen 2 front, 2 Red Warning, 4 Rear, 2 Amber tum signal Tail & Brake, I License plate light beacon,
Gauges	Converter Temperature, Engine Water Temp., Fuel level, hour
Warning Lights	Engine Oil Pressure, Air Cleaner, Alternator charge, Hydraulic Filter, Lock-up kit, Engine side panels
Fuel Tank	35 gallons
Cab	Standard ROPS/FOPS
Accessories	2 Rear view 4" x 8", safety belts, slow-moving sign, front counter Weight, standard vandalism protection, tool box, back-up alarm, Beacon installed left side top, locking DEF/Fuel Cover, LED Light Package, Dual Lever Controls,
Operating Weight	17,500 lb.
Option 1	Four Wheel Drive
Option 2	5 Year Power train Warranty

27.0 Backhoe Trailer Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Lamar FD2A XD Deck-Over 25K, or equivalent.

27.1 Minimum Specifications

Item	Minimum Specifications
GVWR	25,500 lbs.
Deck Length	20' w/ Rub Rail plus 5' steel dove tail
Deck Width	102"
Deck Height	35"
Overall Width	102"
Overall Length	30' (Ramps in Fold over position)
Fold up Ramps	5'
Hitch	3"Adj Pintle Eye (35k) Coupler
Jack	2 (10k) 2-Speed Jacks
Safety Chains	½" High Test with HD Grab Hooks
Tie Downs	D-Rings, 3 per side
Ramps	5' x 17 ½" Fold Over, Self-Supporting, Spring assist, Adjustable load width
Light Plug	Primary Light Plug (7-Way Plug)
Lights	All D.O.T. Required (LED Package), 12 Volt Sealed Beam, Rubber Mounted
Breakaway System	12 Volt w/Battery and Switch
Frame	I-Beam Frame, 12", 19 lb.
Crossmembers	16" Center to Center
Floor	Treated Yellow Pine
Suspension	7 Leaf x 3" wide, Slipper Spring
Brakes	12 ¼ x 3 1/2" W Electric
Wheels	17.5" x 6.75" Dual (8) 10 Bolt Budd Style
Tires	215/80R017.5 16 Ply, plus spare
Trailer Weight	6500#
Tool Box	Front Tool Box
Paint	Black Powder

28.0 Utility Vehicle Specifications

The intent of this specification is to define the minimum requirements for the purchase of a 2019 or newer Utility Vehicle: (John Deere XUV825E or Equivalent).

Specifications	Information
Engine Type, Gasoline	4-cycle Gas, EFI, 52 HP Approx.
Displacement	812cc
Fuel system	Electronic fuel injection
Transmission	Automatic/Continuously variable Transmission
Number of people	Minimum of 2 (Bench Seat)
Drive system	On demand-true Four wheel drive system
Final Drive	Two Speed, Oil Bath
Tires, front/rear	26 x 9-12 Aggressive Terrain/26x11-12 Aggressive Terrain
Suspension, front	Fully independent Dual A-arm w/adjustable coils; 8" (203 mm) of Travel
Suspension, rear	Fully independent Dual A-arm w/adjustable coils sway bar; 9" (228.6 mm) of Travel
Brakes	Front/Rear Hydraulic Disc w/ Twin Piston Front Calipers
Fuel capacity	7.3 gal. (27.6 l)
Dry weight	1,775 lb. (805 kg)
Wheelbase	79 in. (2007 mm)
Ground Clearance	11 in. (280mm)
Cargo bed (L x W x H)	45 x 12 x 52 in. (1143 x 304.8 x 1320 mm)
Vehicle Load capacity	1400 lb. (635 kg)
Cargo bed load capacity	1000 lb. (454 kg)
Towing capacity	1500 lb. (680 kg) w/2" Receiver
Lights, Miscellaneous	All Required Lighting per DOT, Non Contact HD Frt. Spring Kit, Back-up alarm, Rear Bumper, HD Front Brush Guard, Occupant Protective Structure (OPS) Poly roof

29.0 Dozer Specifications

The intent of this specification is to define the minimum requirements for the purchase of one 2019 or newer Tier 4 Final/EU Stage IV (Liebherr Crawler Tractor PR756 Litronic Landfill Application, John Deere Crawler 1050K/Waste Handler Package, Caterpillar D8T/Waste Handler Package or Approved Equal).

29.1 Minimum Specifications

Description	Minimum Requirements
Engine Model	D 946 A7; 6 Cylinders (or Equivalent)
Emissions	U.S. EPA Tier 4 Final/EC Stage IV
Net Power (Rated)	340/336 HP @ 1600 RPM (ISO 9249/SAE J1349)
Net Power (Max)	374/369 HP @ 1600 RPM (ISO 9249/SAE J1349)
Design	6 Cylinder in-line engine, water-cooled, turbocharged, air-to-air intercooler
Operating Voltage	24 V
Fuel	Diesel
Operating Weight	85,000 lbs.
Transmission System	Infinitely variable hydrostatic travel drive, independent drive for each track
Electronic System	Automatically adjusts travel speed and drawbar pull to match changing load conditions
Steering	Hydrostatic
Dimensions	
Height over Cab	11'10" (3,605 mm)
Overall length w/o attachments	16' 0" (4,885 mm)
Length of track on ground	10' 5" (3,174 mm)
Height of grousers	3.27" (83 mm)
Ground Clearance	2'1" (635 mm)
Track gauge	7'2" (2,180 mm)
Width over trunnions	10'4" (3,145 mm)
Width of tracks (24" track shoes)	9'2" (2,790 mm)
U Blade Capacity	25.0 cy
U Blade Width with Rack	14.1'
Undercarriage	
Design	Undercarriage with rigid bottom or bogie suspension
Track Chains	Lubricated, single grouser shoes, tensioning via steel spring and grease tensioner
Links, each side	44
Track rollers, each side	7
Carrier rollers, each side	2
Sprocket segments, each side	5
Track shoes, standard	24"
Miscellaneous (Standard)	
Fuel Tank	170.0 gal (US)
Diesel Exhaust Fluid (DEF) Tank	21.1 gal (US)
Rear Vision Camera	

Powered Bottom Guard Option	
Rear Striker Bars w/ Rigid Drawbar and	
Housing	
U Blade with trash rack	
Beacon Light	
Protective Grid for Rear Window	

30.0 Articulated Dump Truck Specifications

The intent of this specification is to define the minimum requirements for the purchase of one 2019 or Newer Articulated Dump Truck. CAT 730C2 EJ or Equivalent.

30.1 Minimum Specifications

	Minimum Specifications
	Engine must meet Tier 4 Final/Stage IV engine emission standards.
Engine net power	Minimum 367 HP (274 kW) according to SAE J1349
Engine gross power	Minimum 375 HP (280 kW) according to SAE J1995
Operating weight	No load minimum 58,190 lb (26,395 kg).
	Operating weight for a loaded machine shall be 120,186 Lb. (54,515 kg).
Capacity	Shall be at least 17.7 cubic yards (13.5 cubic meters).
	Heaped SAE 2:1 capacity shall be at least 22.1 cubic yards (16.9 cubic meters).
	Rated payload shall be at least 31 tons (28.1 tonnes).
Engine	375 HP (280 kW) per SAEJ1349 with a minimum displacement 13 liters. Tier IV/Stage IV emission specifications for the U.S. (EPA) and Europe. Minimum two-stage air cleaner with service indicator lamp on the instrument panel.
Cooling system	Remote mounted radiator with a hydraulic variable speed fan demand system that is thermostatically controlled by an engine temperature sensor.
Electrical	24-volt electrical system, alternator minimum rating of 75 amps, Batteries minimum of 100 hour per battery. 24 volt, 5A 24- to 12-volt converter.
	A remote start receptacle with a ground level shut off shall be standard.
Transmission Specs	Auto shift six speed transmission.
	The transmission shall have an integral hydraulic retarder that has operator selectable multi levels of retarding.
	Maximum forward speed of not less than 34 mph.
	Maximum reverse speed of not less than 6 mph.
	The torque converter shall have automatic (Direct Drive) lock-up in all forward gears.
	The OTG shall have an operator selectable longitudinal driveline differential with a 100% lock-up on the go clutch.
Steering Specs	The steering shall be a cushioned steering system with a hand metering unit, a single load sensing variable displacement piston pump, two double-acting cushioned steer cylinders that allow a minimum 45° of right or left articulation angle. An electronic secondary steering system, which meets ISO 5010 at gross vehicles weight, shall be provided.
Radius	The SAE turning radius shall be no more than 294 in (7470 mm); Clearance radius 318 in. (8075 mm).
Brakes Specs	The service brakes shall consist of a dual circuit system with hydraulic accumulators, one for the front axle and one for the center and rear axle.

	Hydraulic applied dry disc brakes on the front, center and rear axles. Braking shall comply with ISO 3450 and SAE J1473 at the gross vehicle weight.
	Full power hydraulic brake system that actuates enclosed, oil-immersed, multi disc, multi plate brakes with independent front and rear circuits and accumulators..
HYDRAULIC SYSTEM	
Hydraulic System	The hydraulic system shall consist of a engine driven load sensing variable displacement piston pump for steering, engine driven gear pump for hoist and brake cooling, variable speed hydraulic engine cooling fan, hydraulic driven cooling fan system.
	The hauler shall have grouped hydraulic system test ports in on location for the following systems: steering, hoist, brake, cooling fan.
	Ejector cylinder and blade with integrated spillguard shall be standard and factory installed.
Tailgate	The body tailgate shall be hydraulically operated automatically with one control automatically used in conjunction with the ejector cylinder functions.
Axle	All axles shall have an operator selectable differential lock with a 100% lock on the go wet clutch with remote mounted axle breathers.
	All axles shall have fully floating axle shafts with planetary gear reduction final drives.
Suspension	Both front and rear suspensions shall allow individual wheel movement independent of the frame and utilize cross stabilizers.
	The front suspension shall have two independent oil over nitrogen ride struts and a fully oscillating three-point suspension with lateral tie rod.
	The rear suspension shall have a walking beam design with elastomer springs to dampen shock loads.
Differential Specs	Differentials with wet clutched cross-axle differential locks for all axles shall be standard.
	Inter-axle differential with wet clutched diff lock shall be standard. Three axle- six wheel drive
Tires	Hauler shall have six wheels.
	Tires shall be tubeless radial articulate hauler type, size 750/65/R25.
Cab Operator Station	The cab shall be pressurized, heated, air conditioned, and filtered, ROPS/FOPS tested and approved in accordance with SAE J1040CISO 3471 and SAE J231/ISO 3449 standards.
	The cab shall be center-mounted via rubber isolators with the operator positioned along the center of the longitudinal axis of the machine with tilt capabilities.
Seats	Air suspended seats, four-way adjustable, with flameproof upholstery, cushioned upper high back adjustable seats, ride zone indicator, adjustable lumbar settings and a retractable seat belt.
Instruments	Tachometer, fuel level, engine oil pressure, coolant temperature, torque converter oil temperature, service hour meter and speedometer.
	A central warning system with visual and audible alarms shall be provided to monitor vital functions.
	An on-board, electronic machine monitoring system with trouble shooting diagnostics capability to monitor alternator, coolant temperature, brake oil pressure, engine oil pressure, transmission oil pressure, transmission hold, hoist control, hydraulic system, charging system, retarder, transmission fault, traction control system, check engine light and fuel with cab display shall be provided.
Air conditioning	Air conditioning with R134A refrigerant shall be standard.
	Laminated and tinted front glass window and toughened and tinted rear glass windows shall be standard.
	Heater and defroster with four-speed fan shall be standard and air vents shall be adjustable.
	Left and right heated mirrors shall be standard.

Lights	Cab interior, front, side, rear, two reversing/working lights, two stop/tail lights, front and rear direction indicators
	Four headlights shall be standard.
	Intermittent front and rear windshield wiper and washer shall be standard.
Body Specs	Minimum hardness of 400 HB, yield strength of 145,000 psi, and tensile strength of 181,000 psi.
	Body plate thickness shall be a minimum: front 0.31 in (8mm), sides 0.47 in (12mm), bottom/scow 0.55 in (14mm).
	Body design shall have the ability to eject material out of the rear of the body.
	Body design shall include a hydraulically operated tailgate that lowers automatically when ejecting material. Spill guard front, integral part of fabricated body
Serviceability	Machine shall have vandalism protection that consists of lockable caps for fuel tank and hydraulic oil tank
	S-O-S (SM) sampling valves shall be provided.
SERVICE FILL CAPACITIES	
Fuel	Minimum 108.8 gal (412 L). DEF Tank 5.3 gal (20L)
Cooling System	Minimum 21.9 gal (83 L).
Hydraulic System	Minimum 39.1 gal (110 L).
Engine Crankcase	Minimum 10.5 gal (40 L).
Transmission	Minimum 9.2 gal (35 L).
Gear Box	Minimum 6.3 gal (24 L).
Additional Features	
	Guards- rear window, radiator, crankcase and axle
	Body connection for exhaust heat shall be standard
	Tow pins front and rear, rear view camera, flashing beacon
Ejector System	The body ejector system shall have one, three-stage double acting cylinder with a blade eject time of no more than 12 seconds and a blade retract time of no more than 15 seconds.

31.0 Technical Training

After delivery of the specified equipment to the Fleet Department, a factory technician with experience in the application of all requested equipment shall provide training to instruct the City of Laredo personnel in the use, operation and maintenance of the requested equipment. An additional follow-up visit shall be mutually arranged within one year of equipment acceptance.

32.0 Manuals & Parts

Two (2) service, parts and troubleshooting manuals will be provided with each machine. The manuals will include all systems schematics and specific component literature. The manufacturer will maintain an inventory of common machine parts used on the specified unit.

32.1 All parts shall be identical to the in-place installed parts used in the construction of the requested equipment. Spare parts furnished shall not exempt from warranty any of the component installed items. In addition, the spare parts listed above shall be warranted the same as the installed items.

33.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications and shall 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.

33.1 The City of Laredo reserves the right to purchase additional vehicles within a 90 day period after award of contract.

34.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

35.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business): BON GRANT EQUIPMENT INC

Signature of person authorized to sign bid: [signature] Date: 1-24-19

Print Name of person authorized to sign bid: B.H. GRANT

Title: PRESIDENT

Business Address: 22315 MINES Rd

City, State, Zip Code: LAREDO TX 78045

Telephone Number: 956-726-3325 Fax Number: 956-723-0924

Contact Person Email Address: CHIEF-SSR@HOTMAIL.COM

Federal Tax ID Number: 208677290

Bidders Principal/Corporate Place of Business Address: 22315 MINES Rd LAREDO TX 78045

Indicated Status of Business:

Corporation X Partnership ____ Sole Proprietorship ____ Other: ____

If other state business status: —

State how long under its present business name: + 10 YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

—

—

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: X

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

36.0 Tab B Price Schedule

36.1 Section I – Utility Tractor

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Tractor as per Specifications – 19.0	1	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.2 Section II– Flex Rotary Wing

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Flex Rotary Wing as per Specifications – 20.0	1		

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.3 Section III– Mower

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Mower as per Specifications – 21.0	1	$	$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.4 Section IV– Skid Steer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Skid Steer as per Specifications – 22.0	1	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.5 Section V– Mini-Excavator

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Mini-Excavator per Specifications – 23.0	1	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.6 Section VI– Trailer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Trailer as per Specifications – 24.0	3	$4967.00	$14,901.00

Auto Make and Model: LAMAR H6832227

Model Year: 2019

Estimated Time of Delivery: 60 Days

**** The quantities are estimates and are based on the best available information***

36.7 Section VII– Trench Roller

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Trench Roller as per Specifications – 25.0	1	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.8 Section VIII– Backhoe

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Backhoe as per Specifications - 26.0	4	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.9 Section IX– Backhoe Trailer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Backhoe Trailer as per Specifications - 27.0	3	$9495.00	$28,485.00

Make and Model: LAMAR – FD02252A

Model Year: 2019

Estimated Time of Delivery: 60 Days

**** The quantities are estimates and are based on the best available information***

36.10 Section X– Utility Vehicle

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Utility Vehicle as per Specifications - 28.0	4	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.11 Section XI– Dozer

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Dozer as per Specifications – 29.0	1	$	$

Auto Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

36.12 Section XII– Articulated Dump Truck

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Articulated Dump Truck as per Specifications – 30.0	1	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

**** The quantities are estimates and are based on the best available information***

37.0 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

☒ 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.

RON GRANT — Name
[signature] — Signature
1-24-19 — 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

38.0 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 _____
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this_____day of_____20_____.

_____
Notary Public

My commission expires:

_____

39.0 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 of 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: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: _____ **Title:** _____

Company Name or DBA:_____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

40.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1. **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

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

41.0 Vendors Instructions:

Hand held bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 12, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2019.**

Hand held bids are to be submitted in a sealed envelope clearly marked:

Bid: Heavy Equipment – Various City of Laredo Departments
FY19-033

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

LAREDO TX 78045

#3

RECEIVED
2010 JUN 25 PM 2:43
CITY SECRETARY'S OFFICE

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

WATER UTILITIES DEPARTMENT
Capital Outlay Request
Water & Sewer

Fiscal Year: **2018-2019**

CURRENT YEAR APPROVED CAPITAL OUTLAY

	Qty.	Description	New/Replace?	Amount	Total	Notes
	Machinery and Equipment					
4120	1	100 HP Tractor with Front End Loader	Replace	$52,371	$52,371	Replace 100 HP Tractor w/Front End Loader Unit #13480 (2004 YR)
4120	1	25 HP Diesel EZ Turn Riding Mower	Replace	$20,000	$20,000	Replace Unit #1074 (2004 YR)
4130	1	Track Skid Loader	New	$65,000	$65,000	
4130	1	Mini Excavator E35	New	$60,000	$60,000	
4130	3	Transportation Trailer	Replace (1), New (2)	$15,000	$45,000	New trailer for skid loader and mini excavator
		Total Machinery & Equipment	**TOTAL**		**$242,371**	

	Automotive					
4120	1	Backhoe	Replacement	$71,000	$71,000	Replace unit #13442
4130	3	Backhoes	Replacement	$71,000	$213,000	Beyond Repairs
4130	3	Trailers for Backhoes	Replacement	$10,000	$30,000	Beyond Repairs
4210	4	Polaris ATV	Replacement	$16,000	$64,000	
		Total Automotive	**TOTAL**		**$378,000**	
		Total Machinery & Equipment & Automotive	**TOTAL**		**$620,371.00**	

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ronald W. Miller, Acting Fleet Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award contract FY19-042 to the following vendors:

1. **Section I** to T&W Tire LLC, Laredo,Texas in an amount up to $60,000.00 (Primary Vendor), Toro Auto Sales, Laredo, Texas in an amount up to $45,000.00 (Secondary Vendor) and Southern Tire Mart, Laredo, Texas in an amount up to $35,000.00 (Secondary Vendor);
2. **Section II** to T&W Tire LLC, Laredo,Texas in an amount up to $55,000.00 (Primary Vendor), Toro Auto Sales, Laredo, Texas in an amount up to $45,000.00 (Secondary Vendor), Southern Tire Mart, Laredo, Texas in an amount up to $35,000.00 (Secondary Vendor);
3. **Section III** to T&W Tire LLC, Laredo, Texas in an amount up to $50,000.00 (Primary Vendor), Southern Tire Mart, Laredo, Texas in an amount up to $40,000.00.

To provide tire repair services for the Fleet Department. This contract establishes regular and after hour service call rates for tire repair services. All services shall be provided on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be extended three additional one (1) year periods, upon mutual agreement of the parties periods. Funding is available in the Fleet Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received three bids through Cit-E-Bid for awarding an annual service contract for tire repair services. All services will be provided on an as needed basis. This contract establishes a fixed service rate for regular and after hour service call rate for tire repair services. Prices for tire repairs shall be performed at the contractor's facility and remote sites on tires owned by the City of Laredo. One (1) primary and one (1) secondary vendor will be awarded for each section except for Section I & II. Due to a high volume of repairs on Section I and II, these sections will have one primary and two secondary vendors. It is recommended that contracts be awarded to T&W Tire LLC, Toro Auto Sales, and Southern Tire Mart.

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 more additional one (1) year periods, each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one (1) year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Summary

Section I	**Award**
T&W Tire LLC	Primary Vendor
Toro Auto Sales	Secondary Vendor
Southern Tire Mart	Secondary Vendor
Section II	
T&W Tire LLC	Primary Vendor
Toro Auto Sales	Secondary Vendor
Southern Tire Mart	Secondary Vendor
Section II	
T&W Tire LLC	Primary Vendor
Southern Tire Mart	Secondary Vendor

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332077

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 Tabulation FY19-042

FY19-042 Contracts

						Toro Auto Sales (Toro Motors LLC)		T&W Tire LLC		Southern Tire Mart, LLC	
						Total Price	$660.00	Total Price	$1,193.00	Total Price	$1,851.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Schedule for Cars & Trucks Estimat			1	PKG	$275.00	$275.00	**$250.50**	$250.50	$326.00	$326.00
1.1	Regular Service Call Rate 8:00 AM to 5:00 PM			1	EA	**$25.00**		**$25.00**		$30.00	
1.2	After Hour Service Call Rate 5:01 PM to 7:59			1	EA	$60.00		**$55.00**		$85.00	
1.3	Holiday/Weekend Service Call Rate			1	EA	$100.00		**$55.00**		$85.00	
1.4	14 P225/60R18, P225/60R16, P235/55R17			1	EA	**$10.00**		$15.00		$18.00	
1.5	15 P225/70R15, P235/65R17, P225/75R15			1	EA	**$10.00**		$15.00		$18.00	
1.6	16 LT235/85r16, LT215/85R16, LT245/70R17			1	EA	**$15.00**		**$15.00**		$18.00	
1.7	18 LT225/7019.5, LT215/75R17.5, LT265/75R			1	EA	$20.00		$22.50		**$18.00**	
1.8	19 P265/60R18, LT245/75R16, P265/60R18			1	EA	**$15.00**		**$15.00**		$18.00	
1.9	20 P265/70R17, P215/60R15, P205/65R15			1	EA	**$10.00**		$15.00		$18.00	
1.10	26X12X12, 24X12X12			1	EA	**$10.00**		$18.00		$18.00	
2	Section II: Heavy Trucks, Dump Trucks, Refus			1	PKG	$385.00	$385.00	**$275.00**	$275.00	$410.00	$410.00
2.1	Regular Service Call Rate 8:00 AM to 5:00 PM			1	EA	**$25.00**		**$25.00**		$30.00	
2.2	After Hour Service Call Rate 5:01 PM to 7:59			1	EA	$60.00		**$55.00**		$85.00	
2.3	Holiday/Weekend Service Call Rate			1	EA	$150.00		**$55.00**		$85.00	
2.4	11R X 22.5			1	EA	$25.00		**$22.50**		$35.00	
2.5	11R x 24.5			1	EA	$25.00		**$22.50**		$35.00	
2.6	315 80 x 22.5			1	EA	**$25.00**		**$25.00**		$35.00	
2.7	255-75R22.5			1	EA	$25.00		**$22.50**		$35.00	
2.8	295-75 R22.5			1	EA	$25.00		**$22.50**		$35.00	
2.9	425/80R/22.5			1	EA	**$25.00**		**$25.00**		$35.00	
3	Section III: Construction Equipment: Backhoe			1	PKG	No Bid		**$667.50**	$667.50	$1,115.00	$1,115.00
3.1	Regular Service Call Rate 8:00 AM to 5:00 PM			1	EA			**$25.00**		$30.00	
3.2	After Hour Service Call Rate 5:01 PM to 7:59			1	EA			**$55.00**		$85.00	
3.3	Holiday/Weekend Service Call Rate			1	EA			**$55.00**		$85.00	
3.4	13.6 x 28			1	EA			**$45.00**		$85.00	
3.5	11.00 X16			1	EA			**$22.50**		$35.00	
3.6	14.9 x 24			1	EA			**$45.00**		$85.00	
3.7	16.00 x 24			1	EA			**$50.00**		$85.00	
3.8	18.4 x 30			1	EA			**$60.00**		$85.00	
3.9	18.4 x 34			1	EA			**$60.00**		$85.00	
3.10	19.5L x 24			1	EA			**$45.00**		$85.00	
3.11	20.5 x 25			1	EA			**$55.00**		$150.00	
3.12	33.25R X 29			1	EA			**$150.00**		$220.00	

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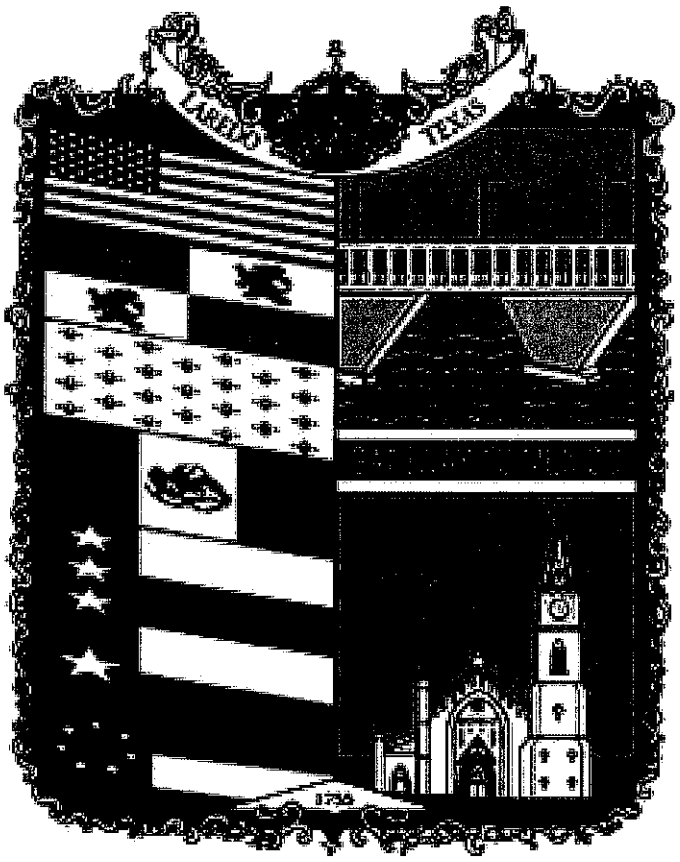

FY19-042 Tire Repair Services - Fleet Department

Southern Tire Mart, LLC

Supplier Response

Event Information

Number:	FY19-042 Tire Repair Services - Fleet Department
Title:	FY19-042 Tire Repair Services - Fleet Department
Type:	Request For Bid
Issue Date:	2/7/2019
Deadline:	2/27/2019 05:00 PM (CT)
Notes:	All questions for this bid shall be submitted in writing or by email no later than February 13, 2019. List of any specialized equipment should be submitted through Cit-E-Bid as an attachment.

Contact Information

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

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 2/25/2019 3:00:06 PM

Supplier Note

Bid to be serviced by: Southern Tire Mart, LLC 1101A Beltway Pkwy Laredo, TX 78045 gov-sales@stmtires.com

Response Attachments

STM COI - City of Laredo (1).pdf

Certificate of Insurance

19-042 Signed.pdf

Signed Bid Forms

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** Southern Tire Mart, LLC, Richard Conwill, 877-786-4681
3	**State how long under has the business been in its present business name** 16 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 to all questions

7 **Questions Part 2**

1) Is the Business in arrears in any contract or debt?
2) Has the Business been a defaulter, as a principal, surety, or otherwise?
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No to all questions

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 Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

12 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

13 **This is a**

Update to previous submission

14 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Richard Conwill

15 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

Tire Repair Services-Fleet Department

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Southern Tire Mart, LLC

17 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

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 entitites 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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. Discloure of Conflict of Interest**

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

I am not aware of any conflict of interest

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 Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

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

Richard Conwill
Director of Government Sales
Southern Tire Mart, LLC
2/25/2019

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 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

34 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

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

Disqualification & Debarment Certification

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.

I certify to the terms and conditions

4 1 Contract Requirements

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.
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. 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.
1.3 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.
1.4 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**
1.5 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.
1.6 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 may result in the cancellation of the contract.

I have read and understand this section

4 2 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS
Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once

the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. 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 HAND DELIVERED 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 by sections to the two (lowest responsive responsible bidder) in each section, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the

successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
11.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

Bid Lines

1 Package Header

Section I: Schedule for Cars & Trucks
Estimated Numbers of Service Calls during a 12 month period: 600
Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $326.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate
8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $30.00 Total: $30.00

1.2 After Hour Service Call Rate
5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

1.4 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.5 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.6 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.7 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.8 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.9 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.10 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks
Estimated Numbers of Service Calls during a 12 month period: 600
Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $410.00

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate
8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $30.00 Total: $30.00

2.2 After Hour Service Call Rate
5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

2.4 11R X 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.5 11R x 24.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.6 315 80 x 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.7 255-75R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.8 295-75 R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.9 425/80R/22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers
Estimated Numbers of Service Calls during a 12 month period: 300
Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $1,115.00

Item Notes: Please submit "0" for unit price

Package Items

3.1 Regular Service Call Rate
8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $30.00 Total: $30.00

3.2 After Hour Service Call Rate
5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.4 13.6 x 28

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.5 11.00 X16

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3.6 14.9 x 24

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.7 16.00 x 24

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.8 18.4 x 30

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.9 18.4 x 34

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.10 19.5L x 24

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.11 20.5 x 25

Quantity: 1 UOM: EA Price: $150.00 Total: $150.00

3.12 33.25R X 29

Quantity: 1 UOM: EA Price: $220.00 Total: $220.00

Response Total: $1,851.00

SOUTTIR-02 HWILLIAMSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2019

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: Heather Williamson	
Southern Insurance Group, LLC 418 Sumrall Road, Suite 5 Columbia, MS 39429	PHONE (A/C, No, Ext): (601) 736-1086	FAX (A/C, No): (601) 861-4889
	E-MAIL ADDRESS: hwilliamson@sigins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURED Southern Tire Mart, LLC 800 Hwy 98 Columbia, MS 39429	INSURER B : Axis Insurance Company	37273
	INSURER C : Liberty Insurance Corporation	42404
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	TB2-695-449285-048	9/1/2018	9/1/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X	X	AS2-695-449285-038	9/1/2018	9/1/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X	MAU741971/01/2018	9/1/2018	9/1/2019	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	WA7-69D-449285-028	5/1/2018	5/1/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured on all policies and provided a Waiver of Subrogation on all policies when required by written contract executed prior to a loss. A 30 Day Notice of Cancellation applies except for Non-Payment of premium. Coverages on all liability policies are Primary and Non-Contributory. Contractual Liability coverage is afforded on General Liability policy. Excess Policies are Follow Form in regards to Auto Liability, General Liability, and Employers Liability.

CERTIFICATE HOLDER

City of Laredo
1110 Houston Street
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

Heather Williamson

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Bid to be serviced by
Southern Tire Mart, LLC
1101A Beltway Parkway
Laredo, TX 78045

Alex Pena, Manager
Eric Rodriquez, Salesman
956-718-1050 Phone
956-718-1052 Fax

CITY OF LAREDO
PURCHASING DIVISION

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide tire 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

Handheld bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 27, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 28, 2019.**

Handheld bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY19-042

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract to provide tire 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.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 27, 2019** and all bids received will be **opened** and read publicly on **February 28, 2019 at 3:00 PM.**

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Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 7th DAY OF FEBRUARY 2019.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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 by sections** to the two lowest responsive responsible bidders in each section, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Tire Repair Service

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the for awarding an annual contract to provide tire repair services for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted in writing or by email no later than, February 13, 2019 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ronald W. Miller	(956) 727-6450	rmiller@ci.laredo.tx.us

15.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

15.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to a primary and secondary vendor. This bid document contains 3 bid sections.

15.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

15.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract services on the open market and charge the contract vendor the price difference.

15.4 Bids not submitted on these forms will not be considered.

16.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

16.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

16.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

16.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

17.0 Response time to call to work

17.1 The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

17.2 The Contractor must respond to an emergency call within one (1) hour.

17.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

18.0 Service Requirements:
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

18.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

19.0 Mobile Tire Repair Services

19.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

19.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

19.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

19.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

19.3.2 Mileage shall be included in the service call price.

19.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

19.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

19.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

19.3.3.3 Mileage will be included in the service call rate.

19.4 Tire and Tube Repairs shall include (Sections 27.1, 27.2, and 27.3):

19.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

19.4.2 Cleaning and preparing tire casing.

19.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

19.4.4 Installing new valve stem.

19.4.5 Remounting tire onto wheel (as applicable).

19.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

19.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

19.4.8 The contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

20.0 Contractor Provided Tires and/or Tubes

20.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

20.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

20.1.2 Other unforeseen situations (to be determined as circumstances arise).

20.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

21.0 Contractors Hours of Operation

Bidder's business hours: From: 8:00 a.m. to 6:00 p.m.

Days of week: Monday-Friday & Saturday 8:00 a.m.-12:00 p.m.

22.0 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 thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. 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.

22.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

23.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the two lowest responsible bidder or bidders in each section 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. There will be one primary and one secondary vendor.

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.

23.1 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 Ethies Commission website.

24.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

25.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties (Form 1295)

26.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Southern Tire Mart, LLC

Signature of person authorized to sign bid _____ Date 2/15/2019

Print Name of person authorized to sign bid Richard Conwill

Title: Director of Government Sales

Business Address: 1101A Beltway Parkway

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 956-718-1050 Fax Number: 956-718-1052

Contact Person Email Address: eric.rodriguez@stmtires.com

Federal Tax ID Number: 06-1689011

Bidders Principal/Corporate Place of Business Address: 800 Highway 98, Columbia, MS 39429

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: 16 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

27.0 Tab B Price Schedule

27.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**600**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 30.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85.00
Holiday/Weekend Service Call Rate	$ 85.00
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	$ 18.00
15 P225/70R15, P235/65R17, P225/75R15	18.00
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	$ 18.00
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	$ 18.00
19 P265/60R18, LT245/75R16, P265/60R18	18.00
20 P265/70R17, P215/60R15, P205/65R15	$ 18.00
26X12X12, 24X12X12	$ 18.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

_____

_____

_____

_____

****

27.2 Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**600**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 30.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85.00
Holiday/Weekend Service Call Rate	$ 85.00
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	$ 35.00
11R x 24.5	$ 35.00
315 80 x 22.5	$ 35.00
255-75R22.5	$ 35.00
295-75 R22.5	$ 35.00
425/80R/22.5	$ 35.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

_____

_____

_____

_____

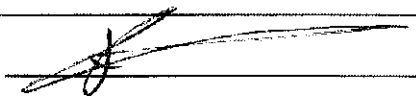
***************Bid Price Schedule Section II must be completely filled out in order to be considered***

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas Duff & James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: 

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

27.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	**300**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 30.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85.00
Holiday/Weekend Service Call Rate	$ 85.00
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	$ 85.00
11.00 X16	$ 35.00
14.9 x 24	$ 85.00
16.00 x 24	$ 85.00
18.4 x 30	$ 85.00
18.4 x 34	$ 85.00
19.5L x 24	$ 85.00
20.5 x 25	$ 150.00
33.25R X 29	$ 220.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

_____

_____

_____

_____

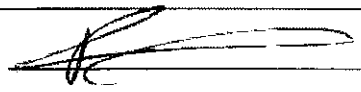
*************Bid Price Schedule Section III must be completely filled out in order to be considered***

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas Duff & James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: 

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

28.0 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

☑ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Richard Conwill — Name
Signature
1/15/2019 — 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.**
Richard Conwill, Southern Tire Mart, LLC

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**
None
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
2/15/2019 — Date

25.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

Mississippi
STATE OF ~~TEXAS~~ {}
COUNTY OF ~~WEBB~~ {}
Marion

Being first duly sworn, deposes and says:

That he/she is Director of Government Sales
(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 25th day of Feb 20 19.

Victoria Newcomer
Notary Public

My commission expires:
August 30, 2019

STATE OF MISSISSIPPI
VICTORIA NEWCOMER
ID No
113599
NOTARY PUBLIC
Comm Expires
August 30, 2019
MARION COUNTY

29.0 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.**

Richard	B	Conwill	Mr.
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Tire Repair Services

b) Originating Department(s): Fleet Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Southern Tire Mart, LLC			

***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.

Richard Conwill		Director of Government Sales
Name (Print)	Signature	Title
Southern Tire Mart, LLC		02/15/2019
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

30.0 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

30.1 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.

30.2 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

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:
2019-452488

Date Filed:
02/13/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SOUTHERN TIRE MART, LLC
COLUMBIA, MS 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.
FY19-042
Tire Repair Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Duff, James	Columbia, MS United States	X	
Duff, Thomas	Columbia, MS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 9/10/50.

My address is 800 Highway 98 (street), Columbia (city), MS (state), 39429 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Marion County, State of MS, on the 15th day of Feb. (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

31.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 27, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 28, 2019.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY19-042

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

FY19-042 Tire Repair Services - Fleet Department

T&W Tire LLC

Supplier Response

Event Information

Number:	FY19-042 Tire Repair Services - Fleet Department
Title:	FY19-042 Tire Repair Services - Fleet Department
Type:	Request For Bid
Issue Date:	2/7/2019
Deadline:	2/27/2019 05:00 PM (CT)
Notes:	All questions for this bid shall be submitted in writing or by email no later than February 13, 2019. List of any specialized equipment should be submitted through Cit-E-Bid as an attachment.

Contact Information

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

T&W Tire LLC Information

Contact: Francisco Mendoza
Address: 14202 Transportation Ave.
Laredo, TX 78045
Phone: (956) 722-3409
Email: fmendoza@tandwtire.com

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

Josh Thompson
Signature

jthompson@tandwtire.com
Email

Submitted at 2/26/2019 12:52:06 PM

Response Attachments

LAREDO 4.pdf

Required Bidder Information Questionaire, CIQ Form, Notarized Non-Collusive Affidavit, and Discretionary Contracts Disclosurer

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** T&W Tire, LLC, Josh Thompson (Business Development) 512-648-1974
3	**State how long under has the business been in its present business name** 31 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** TCI Tire Centers
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

1) Is any litigation pending against the Business?
2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

NO

7 Questions Part 2

1) Is the Business in arrears in any contract or debt?
2) Has the Business been a defaulter, as a principal, surety, or otherwise?
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.
The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.
The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.
The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

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)

Josh Thompson

15 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

FY19-042
Fleet Department

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

T&W Tire, LLC

17 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

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 entitites 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

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 contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

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

Josh Thompson
Business Development Director
T&W Tire, LLC
02/25/2019

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 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

34	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
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

Disqualification & Debarment Certification

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.

I certify to the terms and conditions

41 **Contract Requirements**

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.
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. 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.
1.3 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.
1.4 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**
1.5 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.
1.6 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 may result in the cancellation of the contract.

I have read and understand this section

42 **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. 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 HAND DELIVERED 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 schedul. 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 by sections to the two (lowest responsive responsible bidder) in each section, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the

successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
11.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

Bid Lines

1 Package Header

Section I: Schedule for Cars & Trucks
Estimated Numbers of Service Calls during a 12 month period: 600
Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $250.50

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate
8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

1.2 After Hour Service Call Rate
5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $55.00 Total: $55.00

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $55.00 Total: $55.00

1.4 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.5 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.6 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.7 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: $22.50 Total: $22.50

1.8 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.9 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.10 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks
Estimated Numbers of Service Calls during a 12 month period: 600
Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $275.00

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate
8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

2.2 After Hour Service Call Rate
5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $55.00 Total: $55.00

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $55.00 Total: $55.00

2.4 11R X 22.5

Quantity: 1 UOM: EA Price: $22.50 Total: $22.50

2.5 11R x 24.5

Quantity: 1 UOM: EA Price: $22.50 Total: $22.50

2.6 315 80 x 22.5

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

2.7 255-75R22.5

Quantity: 1 UOM: EA Price: $22.50 Total: $22.50

2.8 295-75 R22.5

Quantity: 1 UOM: EA Price: $22.50 Total: $22.50

2.9 425/80R/22.5

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers
Estimated Numbers of Service Calls during a 12 month period: 300
Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $667.50

Item Notes: Please submit "0" for unit price

Package Items

3.1 Regular Service Call Rate
8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

3.2 After Hour Service Call Rate
5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $55.00 Total: $55.00

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $55.00 Total: $55.00

3.4 13.6 x 28

Quantity: 1 UOM: EA Price: $45.00 Total: $45.00

3.5 11.00 X16

Quantity: 1 UOM: EA Price: $22.50 Total: $22.50

3.6 14.9 x 24

Quantity: 1 UOM: EA Price: $45.00 Total: $45.00

3.7 16.00 x 24

Quantity: 1 UOM: EA Price: $50.00 Total: $50.00

3.8 18.4 x 30

Quantity: 1 UOM: EA Price: $60.00 Total: $60.00

3.9 18.4 x 34

Quantity: 1 UOM: EA Price: $60.00 Total: $60.00

3.10 19.5L x 24

Quantity: 1 UOM: EA Price: $45.00 Total: $45.00

3.11 20.5 x 25

Quantity: 1 UOM: EA Price: $55.00 Total: $55.00

3.12 33.25R X 29

Quantity: 1 UOM: EA Price: $150.00 Total: $150.00

Response Total: $1,193.00

26.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) T&W TIRE LLC

Signature of person authorized to sign bid _____ Date 2/26/2019

Print Name of person authorized to sign bid Josh Thompson

Title: Business Development Director

Business Address: 14202 Transportation Ave

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 956-722-3409 Fax Number: 956-722-4851

Contact Person Email Address: rcervantes@tandwtire.com

Federal Tax ID Number: 73-1290906

Bidders Principal/Corporate Place of Business Address: 24 N COUNCIL RD OKLAHOMA CITY, OK

Indicated Status of Business:

Corporation _____ Partnership ✓ Sole Proprietorship _____ Other: _____

If other state business status: OKLAHOMA

State how long under its present business name: 31 YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

TCI TIRE CENTERS

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? ☒ Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Josh Thompson — Name
[signature] — Signature
2/26/19 — 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

25.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Joshua Thompson

Being first duly sworn, deposes and says:

That he/she is officer - TW Tire, 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.

J. Thompson - J. Thompson

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

Subscribed and sworn before me this 26 day of Feb 20 19.

Notary Public

My commission expires:

12-27-2022

RICARDO GUAJARDO
Notary ID #131837495
My Commission Expires
December 27, 2022

29.0 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.**

First	M.I.	Last	Suffix
Josh	C	Thompson	

***2. Contract Information.**

a) Contract or Project name(s): Tire Repair Services
FY19-042

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
T&W TIRE LLC	JOSH THOMPSON		

***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.

Josh Thompson		Business Development Director
Name (Print)	Signature	Title
T&W TIRE LLC		2/26/2019
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

FY19-042 Tire Repair Services - Fleet Department

Toro Auto Sales

Supplier Response

Event Information

Number:	FY19-042 Tire Repair Services - Fleet Department
Title:	FY19-042 Tire Repair Services - Fleet Department
Type:	Request For Bid
Issue Date:	2/7/2019
Deadline:	2/27/2019 05:00 PM (CT)
Notes:	All questions for this bid shall be submitted in writing or by email no later than February 13, 2019. List of any specialized equipment should be submitted through Cit-E-Bid as an attachment.

Contact Information

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

Toro Auto Sales Information

Contact: Janet Reyes
Address: 1001 Guadalupe St
Laredo, TX 78040
Phone: (956) 753-8676
Fax: (956) 753-8677
Email: jreyes@toroautosales.com

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

James L Gonzalez
Signature

jgonzalez@toroautosales.com
Email

Submitted at 2/19/2019 10:06:34 AM

Supplier Note

We are Torolly Excited for an opportunity to demonstrate what makes Toro unique, our people!

Response Attachments

Fleet_FY19-042_Tire_Repair_Services.pdf

Tire Repair Services Bid Packet

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** Toro Motors LLC d/b/a Toro Auto Sales, James L Gonzalez, (956) 753-8676
3	**State how long under has the business been in its present business name** 6
4	**If applicable, list all other names under which the Business identified above operated in the last five years** d/b/a Toro Auto Sales
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

1) Is any litigation pending against the Business?
2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No to all

7 Questions Part 2

1) Is the Business in arrears in any contract or debt?
2) Has the Business been a defaulter, as a principal, surety, or otherwise?
3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No to all

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.
The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.
The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.
The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:
1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact 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**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

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)

James L Gonzalez

15 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

a) FY19-024,Tire Repair Services - Fleet Department (FY19-042 Tire Repair Services - Fleet Department)
b) Fleet Department

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Toro Motors LLC d/b/a Toro Auto Sales

17 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

It applies to my business

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

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.

Wicked Stinger Investments Inc.

19 **Question 5. List any individuals or entitites 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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 Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

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) James L Gonzalez
2) President/COO
3) Toro Motors LLC d/b/a Toro Auto Sales
4) 02/19/2019

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 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

34	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
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 **Disqualification & Debarment Certification**

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.

I certify to the terms and conditions

4 1 Contract Requirements

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.
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. 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.
1.3 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.
1.4 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**
1.5 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.
1.6 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 may result in the cancellation of the contract.

I have read and understand this section

4 2 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS
Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once

the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. 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 HAND DELIVERED 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 by sections to the two (lowest responsive responsible bidder) in each section, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the

successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
11.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

I Agree to the Terms and Conditions

Bid Lines

1 Package Header

Section I: Schedule for Cars & Trucks
Estimated Numbers of Service Calls during a 12 month period: 600
Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $275.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate
8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

1.2 After Hour Service Call Rate
5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $60.00 Total: $60.00

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $100.00 Total: $100.00

1.4 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: $10.00 Total: $10.00

1.5 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: $10.00 Total: $10.00

1.6 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.7 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: $20.00 Total: $20.00

1.8 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.9 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: $10.00 Total: $10.00

1.10 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: $10.00 Total: $10.00

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks
Estimated Numbers of Service Calls during a 12 month period: 600
Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $385.00

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate
8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

2.2 After Hour Service Call Rate
5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $60.00 Total: $60.00

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $150.00 Total: $150.00

2.4 11R X 22.5

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

2.5 11R x 24.5

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

2.6 315 80 x 22.5

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

2.7 255-75R22.5

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

2.8 295-75 R22.5

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

2.9 425/80R/22.5

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers
Estimated Numbers of Service Calls during a 12 month period: 300
Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG **No Bid**

Item Notes: Please submit "0" for unit price

Package Items

3.1 Regular Service Call Rate
8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.2 After Hour Service Call Rate
5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.4 13.6 x 28

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.5 11.00 X16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.6 14.9 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.7 16.00 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.8 18.4 x 30

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.9 18.4 x 34

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.10 19.5L x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.11 20.5 x 25

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.12 33.25R X 29

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Response Total: $660.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide tire 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

Handheld bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 27, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 28, 2019.**

Handheld bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY19-042

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract to provide tire 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.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 27, 2019** and all bids received will be **opened** and read publicly on **February 28, 2019 at 3:00 PM.**

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FY19-042

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Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 7th DAY OF FEBRUARY 2019.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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.

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(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.

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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 by sections** to the two lowest responsive responsible bidders in each section, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 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.

(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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Tire Repair Service

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the for awarding an annual contract to provide tire repair services for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted in writing or by email no later than, February 13, 2019 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ronald W. Miller	(956) 727-6450	rmiller@ci.laredo.tx.us

15.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

15.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to a primary and secondary vendor. This bid document contains 3 bid sections.

15.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

15.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract services on the open market and charge the contract vendor the price difference.

15.4 Bids not submitted on these forms will not be considered.

16.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

16.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

16.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

16.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

17.0 Response time to call to work

17.1 The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

17.2 The Contractor must respond to an emergency call within one (1) hour.

17.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

18.0 Service Requirements:

Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

18.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

19.0 Mobile Tire Repair Services

19.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

19.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

19.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

19.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

19.3.2 Mileage shall be included in the service call price.

19.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

19.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

19.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

19.3.3.3 Mileage will be included in the service call rate.

19.4 Tire and Tube Repairs shall include (Sections 27.1, 27.2, and 27.3):

19.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

19.4.2 Cleaning and preparing tire casing.

19.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

19.4.4 Installing new valve stem.

19.4.5 Remounting tire onto wheel (as applicable).

19.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

19.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

19.4.8 The contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

20.0 Contractor Provided Tires and/or Tubes

20.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

20.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

20.1.2 Other unforeseen situations (to be determined as circumstances arise).

20.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

21.0 Contractors Hours of Operation

Bidder's business hours: From: 9:00 a.m. to 7:00 p.m.

Days of week: Weekdays; 9:00 am - 2:00 pm Saturdays

22.0 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 thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. 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.

22.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

23.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the two lowest responsible bidder or bidders in each section 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. There will be one primary and one secondary vendor.

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.

23.1 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.

24.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

25.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties (Form 1295)

26.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Toro Motors LLC d/b/a Toro Auto Sales

Signature _____ Date 02/16/2019
of person authorized to sign bid

Print Name James L. Gonzalez
of person authorized to sign bid

Title: President/COO

Business Address: 1001 Guadalupe St.

City, State, Zip Code: Laredo, TX, 78040

Telephone Number: (956) 753-8676 Fax Number: (956) 753-8677

Contact Person Email Address: jgonzalez@toroautosales.com

Federal Tax ID Number: 04-0549451

Bidders Principal/Corporate Place of Business Address: 1001 Guadalupe St., Laredo, TX, 78040

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 6 years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

27.0 Tab B Price Schedule

27.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**600**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 25.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 60.00
Holiday/Weekend Service Call Rate	$ N/A
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	$ 10.00
15 P225/70R15, P235/65R17, P225/75R15	$ 10.00
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	$ 15.00
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	$ 20.00
19 P265/60R18, LT245/75R16, P265/60R18	$ 15.00
20 P265/70R17, P215/60R15, P205/65R15	$ 10.00
26X12X12, 24X12X12	$ 10.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Toro utilizes Hunter Engineering equipment for tire service and/or changing & balancing and any alignments

***********Bid Price Schedule Section I must be completely filled out in order to be considered***

Company Name: Toro Motors LLC d/b/a Toro Auto Sales

Owner/President Name: Wicked Stinger Investments Inc./James L. Gonzalez

Company Address: 1001 Guadalupe St.

City, State, Zip Code: Laredo, TX, 78040

Company Authorized Representative's Signature: _____

Company Representative's Name: James L. Gonzalez

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: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**600**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 25.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 60.00
Holiday/Weekend Service Call Rate	$ N/A
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	$ 25.00
11R x 24.5	$ 25.00
315 80 x 22.5	$ 25.00
255-75R22.5	$ 25.00
295-75 R22.5	$ 25.00
425/80R/22.5	$ 25.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Toro utilizes Hunter Engineering equipment for tire service and/or changing & balancing and any alignments

***********Bid Price Schedule Section II must be completely filled out in order to be considered***

Company Name: Toro Motors LLC d/b/a Toro Auto Sales

Owner/President Name: Wicked Stinger Investments Inc./James L. Gonzalez

Company Address: 1001 Guadalupe St.

City, State, Zip Code: Laredo, TX, 78040

Company Authorized Representative's Signature: _____

Company Representative's Name: James L. Gonzalez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

27.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	**300**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ No bid
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ No bid
Holiday/Weekend Service Call Rate	$ No bid
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	$ No bid
11.00 X16	$ No bid
14.9 x 24	$ No bid
16.00 x 24	$ No bid
18.4 x 30	$ No bid
18.4 x 34	$ No bid
19.5L x 24	$ No bid
20.5 x 25	$ No bid
33.25R X 29	$ No bid

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

No bid

***********Bid Price Schedule Section III must be completely filled out in order to be considered***

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 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

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

James L. Gonzalez _____ 02/16/2019
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

25.0 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 James L Gonzalez
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 19 day of February 2019.

Guadalupe R. Castillo
Notary Public

My commission expires:

January 29, 2022

GUADALUPE R. CASTILLO
My Notary ID # 7159852
Expires January 29, 2022

29.0 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.**

James	L	Gonzalez	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Tire Repair Services, BID: FY019-042

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)**

James L Gonalez			
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): Wicked Stinger Investments Inc.
Managing Partner

***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.

James L Gonzalez		President/COO
Name (Print)	Signature	Title
Toro Auto Sales		02/16/2019
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

30.0 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

30.1 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.

30.2 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:
2019-450032

Date Filed:
02/07/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Toro Motors LLC d/b/a Toro Auto Sales
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.

FY19-042
Tire 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 James L Gonzalez, and my date of birth is 03/26/1986.

My address is 1001 Guadalupe St. (street), Laredo (city), TX (state), 78040 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WEBB County, State of TEXAS, on the 16 day of February (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

31.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 27, 2019; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 28, 2019.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Repair Services – Fleet Department
FY19-042

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Miguel A. Pescador, Purchasing Agent

SUBJECT
Consideration to renew annual supply contract FY17-024 with the following bidders:

1. Beaver's Source, Laredo, Texas;
2. Eagle Supply, Laredo, Texas;
3. Safe-T-Supplies, Laredo, Texas;
4. Laredo Safety Products, Laredo, Texas and
5. South Texas Specialties, Laredo, Texas.

for the purchase of safety supplies in an amount up to $150,000.00 for all City departments. This contract establishes pricing and discount percentage for those safety supplies most commonly utilized by City departments. This is the second of four extension periods. There was no price increase during the last extension period. All items will be purchased on an as needed basis and funding will be secured from the user department budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA
None.

PREVIOUS COUNCIL ACTION
Approved a one year contract 3/20/17.

BACKGROUND
All items will be purchased on an as needed basis. This contract establishes base pricing for safety supplies most commonly utilized by city departments. This is the second of four extension periods. There was no price increase during the last extension period. It is the City's policy to compare pricing from the multiple vendors for all orders that exceed $1,500.00. Approximately $150,000.00 is spent on safety supplies on an annual basis.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid

documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

A complete bid tabulation is attached.

Summary

	Beaver's Source	Eagle Supply Co.	Laredo Safety Products	Safe-T-Supplies	South TX Specialties
Percentage Discount offered on Safety Products	25%	0%	30%	23% Avg.	15%

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Safety Supplies will be purchased for the various departments from their budgets and will 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.

Attachments

Bid Tab FY17-024

FY17-024 Contracts

Safety Supplies
FY14-031
January 14, 2014

	Custom Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safe-T-Supplies Laredo, TX	Ferguson Waterworks Mission, TX	Laredo Safety Products Laredo, TX	South Texas Specialties Laredo, TX	Advantage Supply Fort Worth, TX
Sub-Section A- Electric Equipment Total Amount:	NO BID	$115.03	$6.34	$240.85	$193.24	NO BID	$174.99	$140.69
Sub-Section B- Raincoats Total Amount:	NO BID	$172.15	$43.75	$569.85	$172.32	$237.00	$50.87	$80.22
Sub-Section C- Chains & Rachets Total Amount:	NO BID	$948.83	$1,122.00	$1,217.70	$1,501.22	NO BID	$691.15	$829.42
Sub-Section D- Traffic Equipment Total Amount:	$747.55	$654.05	$484.90	$502.50	$105.95	$441.02	$332.24	$437.47
Sub-Section E- First Aid & Safety Equipment Total Amount:	NO BID	$392.50	$200.00	$291.60	$323.07	$265.97	$286.45	$482.01
Sub-Section F- Gloves Total Amount:	NO BID	$160.90	$1,122.95	$1,595.45	NO BID	$976.77	$1,603.92	$317.38
Sub-Section G- Safety Vest must be ANSI Complaint Total Amount:	$397.20	$145.60	$127.75	$233.07	NO BID	$97.15	$65.63	$29.84
Sub-Section H- Safety Glasses Total Amount:	NO BID	$348.50	$384.50	$496.90	NO BID	$316.68	$231.15	$18.50
Sub-Section I- Rubber Boots Total Amount:	NO BID	$19.95	$257.95	$437.60	$326.98	$29.26	$293.97	$14.94
Sub-Section J- Hard Hat & Mask Total Amount:	NO BID	$195.43	$175.45	$299.65	NO BID	$109.16	$147.68	$90.00
Sub-Section K- Other Safety Supplies Total Amount:	NO BID	$113.50	$62.15	$216.25	NO BID	$74.30	$86.26	$134.21
Sub-Section L- Shovels & Brooms Total Amount:	NO BID	NO BID	$181.90	$183.60	$140.72	NO BID	$172.61	$63.68
Sub-Section M - Grease & Lube Total Amount:	NO BID	NO BID	$165.75	$363.80	NO BID	NO BID	$91.20	$0.00
Sub-Section N- Ladders Total Amount:	NO BID	NO BID	NO BID	$943.00	NO BID	NO BID	$1,529.97	$0.00
Sub-Section O - Tools Total Amount:	NO BID	$847.15	$924.50	$1,480.85	NO BID	NO BID	$1,106.68	$0.00
Grand Total:	$1,144.75	$3,144.81	$4,137.89	$7,854.97	$794.58	$2,547.31	$3,098.17	$2,638.36
Percentage	0.00%	14.29%	14.29%	7.14%	7.14%	14.29%	35.71%	0.00%
Percentage Discount	5%	25%	0%	23%	0%	30%	15%	0%

Bid Tabulation Safety Supplies
FY17-024
January 27, 2017 @ 3:00 PM

		Customs Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safety T-Supplies Laredo, TX	
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing	
Sub-Section A- Electric Equipment						
A-1	12/3 x 100' Extension cord		$ 50.22	$ -	$ 69.97	
A-2	12/3 X 25' Extension cord		$ 20.53	$ -	$ 19.97	
A-3	12/3 x 50' Extension cord		$ 27.54	$ -	$ 29.97	
A-4	14" Black cable ties	NO BID	$ 0.08	$ 0.84	$ 97.00	
A-5	16 Gauge tie wire		$ 3.00	$ 5.50	$ 3.97	
A-6	25' Extension cord		$ 13.66	$ -	$ 19.97	
Total Amount:			$ 115.03	$ 6.34	$ 240.85	
					20% Discount	
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing	
Sub-Section B- Raincoats						
B-1	Raincoat LG		$ 34.43	$ 7.95	$ 99.97	$ 19.95
B-2	Raincoat LG with hoodie		$ 34.43	$ 7.95	$ 99.97	$ 19.95
B-3	Raincoat XLG		$ 34.43	$ 7.95	$ 109.97	$ 24.95
B-4	Raincoat XXLG	NO BID	$ 34.43	$ 9.95	$ 119.97	$ 26.95
B-5	Raincoat XXXLG		$ 34.43	$ 9.95	$ 139.97	$ 27.95
Total Amount:			$172.15	$43.75	$569.85	$119.75
					10% Discount	
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing	
Sub-Section C- Chains & Rachets						
C-1	3/8" x 200' Grade 40 chain		$ 525.00	$ 550.00	$ 557.90	
C-2	3/8" Ratchet load binders		$ 36.00	$ 75.00	$ 89.90	
C-3	3/8" x 20 Chain binder		$ 52.50	$ 75.00	$ 94.90	
C-4	5' Ratchet hoist	NO BID	$ 296.00	$ 375.00	$ 377.00	
C-5	2" x 27' Ratchet tie down with strap		$ 15.87	$ 24.00	$ 39.00	
C-6	9/16" Combinatino rachet wrench		$ 23.46	$ 23.00	$ 59.00	
Total Amount:			$948.83	$1,122.00	$1,217.70	
					10% Discount	
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing	
Sub-Section D- Traffic Equipment						
D-1	Heavy Duty, 28" traffic cones w/ two diamond grade, reflecting collar	$ 26.00	$ 24.75	$ 19.95	$ 29.95	
D-2	Heavy Duty, 28" plain wide body traffic cones without collars	$ 18.62	$ 24.75	$ 15.95	$ 21.00	
D-3	48 x 48 Rool up sign "Be Prepared to Stop"	$ 157.80	$ 243.00	$ 135.00	$ 79.95	
					$ 137.90	
D-4	4' x 100' Orange safety fence	$ 42.50	$ 16.95	$ 80.00	$ 49.95	
D-5	Roll up sign stands	$ 200.00	$ 247.00	$ 139.00	$ 79.95	
D-6	Marking wands	$ 62.63	$ 39.60	$ 28.00	$ 13.90	
D-7	Safety barrels with rings	$ 240.00	$ 58.00	$ 67.00	$ 89.90	
Total Amount:		$747.55	$654.05	$484.90	$502.50	
					20% Discount	

Bid Tabulation Safety Supplies
FY17-024
January 27, 2017 @ 3:00 PM

		Customs Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safety T-Supplies Laredo, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section E- First Aid & Safety Equipment					
E-1	First Aid Construction kit		$ 149.95	$ -	$ 57.90
E-2	First Aid cabinet for construction kit		$ 149.95	$ -	$ 39.95
E-3	Vehicle first aid construction kit metallic box		$ 29.75	$ -	$ 49.95
E-4	Large Latex gloves	NO BID	$ 9.95	$ 67.50	$ 14.90
E-5	X-Large Latex gloves		$ 9.95	$ 67.50	$ 15.90
E-6	Airsoft reusable ear plugs 30 decibals		$ 42.95	$ 65.00	$ 113.00
Total Amount:			$392.50	$200.00	$291.60
					30% Discount
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section F- Gloves					
F-1	Memphis premium grain cowhide drivers Gloves: Straight thumb, medium		$ 14.95	$ 79.00	$ 94.90
F-2	Memphis premium grain cowhide drivers Gloves: Straight thumb, large		$ 14.95	$ 79.00	$ 99.90
F-3	Hyflex Gloves	NO BID	$ 2.95	$ 24.00	$ 29.95
F-4	XLG Mustang leather palm gloves		$ 3.95	$ 67.00	$ 99.90
F-5	XLG Mustang premium palm gloves		$ 11.01	$ 67.00	$ 99.90
F-6	Double palm leather gloves: Large		$ 3.08	$ 19.95	$ 27.90
F-7	Medium Driver gloves w/ strap		$ 7.95	$ 79.00	$ 118.90
F-8	Medium Mustang Premium leather gloves		$ 10.48	$ 67.00	$ 119.90
F-9	Medium drivers leather gloves w/pull strap		$ 17.50	$ 79.00	$ 119.90
F-10	Medium leather gloves with strap		$ 17.50	$ 79.00	$ 119.90
F-11	Large leather driver gloves	NO BID	$ 7.95	$ 79.00	$ 99.90
F-12	Large mustang leather palm gloves		$ 3.95	$ 67.00	$ 99.90
F-13	Mustang premium leather gloves Large		$ 10.48	$ 67.00	$ 99.90
F-14	Reflective Mechanic gloves- Medium		$ 11.40	$ 90.00	$ 119.90
F-15	Reflective Mechanic gloves- Large		$ 11.40	$ 90.00	$ 117.90
F-16	Reflective Mechanic gloves- X-Large		$ 11.40	$ 90.00	$ 126.90
Total Amount:			$160.90	$1,122.95	$1,595.45
					25% Discount

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		Customs Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safety T-Supplies Laredo, TX	
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing	
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing	
Sub-Section G- Safety Vest must be ANSI Complaint						
G-1	L/XL Surveyors safety vest Ergodyne	$ 24.40	$ 9.95	$ 11.95	$ 20.99	$ 29.95
G-2	2XL Surveyors Safety vest Ergodyne	$ 24.40	$ 9.95	$ 12.95	$ 21.99	$ 30.95
G-3	3XL Surveyors Safety vest Ergodyne	$ 27.40	$ 9.95	$ 12.95	$ 23.99	$ 31.95
G-4	Large Poly/Cotton safety vest non ANSI	$ 20.40	$ 9.95	$ 4.50	$ 7.90	
G-5	Large class 11 safety vest	$ 22.40	$ 6.50	$ 7.95	$ 19.90	
G-6	XL class 11 safety vest	$ 23.40	$ 6.50	$ 7.95	$ 20.90	
G-7	2XL class 11 safety vest	$ 24.40	$ 6.50	$ 8.85	$ 21.90	
G-8	3XL class 11 safety vest	$ 25.40	$ 6.50	$ 8.85	$ 23.90	
G-9	Large class 11 safety vest w/ two double lines	$ 50.00	$ 19.95	$ 12.95	$ 17.90	
G-10	XL class 11 safety vest w/ two double lines	$ 50.00	$ 19.95	$ 12.95	$ 17.90	
G-11	2XL class 11 safety vest w/ two double lines	$ 50.00	$ 19.95	$ 12.95	$ 17.90	
G-12	3XL class 11 safety vest w/ two double line	$ 55.00	$ 19.95	$ 12.95	$ 17.90	
Total Amount:		$397.20	$145.60	$127.75	$233.07	
					25% Discount	

		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section H- Safety Glasses					
H-1	Smoke lens, wrap around safety glasses		$ 35.50	$ 35.50	$ 39.90
H-2	Smoke frame, wrap around safety glasses		$ 35.50	$ 35.50	$ 39.90
H-3	Smokes lens, wrap around camo frame	NO BID	$ 69.00	$ 69.00	$ 49.90
H-4	Grey wrap around safety glasses		$ 35.50	$ 35.50	$ 39.90
H-5	Clear lens wrap around safety glasses		$ 35.50	$ 35.50	$ 39.90
H-6	guards		$ -	$ -	$ 29.90
H-7	Dark lens safety glasses		$ 35.50	$ 35.50	$ 59.90
H-8	Amber lens safety glasses		$ 69.00	$ 69.00	$ 49.90
H-9	Platinum clear safety glasses		$ 69.00	$ 69.00	$ 69.90
H-10	Smoke lens safety glasses for Traffic Guards		$ -	$ -	$ 29.90
H-11	Dewalt contractor Pro Safety glasses	NO BID	$ -	$ -	$ 47.90
Total Amount:			$384.50	$384.50	$496.90
					30% Discount

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		Customs Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safety T-Supplies Laredo, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section I- Rubber Boots		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
I-1	Steel tow rubber boots (black) Size: 7-14	NO BID	$ -	$ 17.95	$ 33.90
I-2	Steel tow water boots (black)		$ 19.95	$ -	$ 118.90
I-3	Chest Waders Size: 7-12		$ -	$ 115.00	$ 97.90
I-4	Steel toe Chest Waders Size: 7-12		$ -	$ 125.00	$ 186.90
Total Amount:			$19.95	$257.95	$437.60
					15% Discount
Sub-Section J- Hard Hat & Mask		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
J-1	White full brim hard hat	NO BID	$ 11.75	$ 14.95	$ 23.90
J-2	White full brim ratchet hard hat		$ 12.50	$ 18.95	$ 23.90
J-3	Green full brim hard hat		$ 11.75	$ 14.95	$ 23.90
J-4	Blue full brim hard hat		$ 11.75	$ 14.95	$ 23.90
J-5	MSA V-Guard hard hat 4-point Staz-on pin lock		$ 22.23	$ 18.95	$ 17.90
J-6	Protected head cap		$ 9.50	$ 9.95	$ 12.95
J-7	Ergodyne Chill-Its Dew Rag: Stars & Stripes		$ 7.50	$ 5.95	$ 6.20
J-8	Ergodyne Chill-Its Dew Rag: Camouflage		$ 7.50	$ 5.95	$ 8.40
J-9	Ergodyne Chill-Its Dew Rag: Flames		$ 7.50	$ 5.95	$ 8.40
J-10	Clear lens face shields	NO BID	$ 3.50	$ 9.95	$ 13.00
J-11	3M Particulate respirator 8510, N95		$ 22.50	$ 35.00	$ 29.60
J-12	3M Particulate respirator 8200, N95		$ 12.50	$ 19.95	$ 19.90
J-13	STLHL 0000 886 0210 Landscaper brush shield		$ 54.95	$ -	$ 87.70
Total Amount:			$195.43	$175.45	$299.65
					25% Discount
Sub-Section K- Other Safety Supplies		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
K-1	Knee pads	NO BID	$ 19.50	$ 15.75	$ 16.75
K-2	Neck & Shoulder protection		$ -	$ 9.95	$ 11.00
K-3	Bionic face shield		$ 27.50	$ -	$ 33.70
K-4	25 LB Cotton rags		$ 52.50	$ 25.00	$ 127.90
K-5	XL Tyvek disposable coveralls hood & boots		$ 4.50	$ 6.50	$ 17.90
K-6	Wasp & Hornet killer		$ 9.50	$ 4.95	$ 9.00
Total Amount:			$113.50	$62.15	$216.25
					30% Discount
Sub-Section L- Shovels & Brooms		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
L-1	16" Synthetic street brooms with handle	NO BID	NO BID	$ 19.95	$ 21.00
L-2	Round point shovel			$ 24.00	$ 29.90
L-3	16" Sharp shooter			$ 35.00	$ 19.90
L-4	Square point shovel			$ 24.00	$ 29.90
L-5	D Handle aluminum scoop shovel			$ 39.00	$ 39.90
L-6	16" Heavy duty street brooms with handle			$ 24.00	$ 26.00
L-7	Angle broom			$ 15.95	$ 17.00
Total Amount:				$181.90	$183.60
					30% Discount

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		Customs Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safety T-Supplies Laredo, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section M - Grease & Lube		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
M-1	Mystik JT-6 Grease			$ 3.25	$ 3.90
M-2	Mystik JT-6 Grease high temp			$ 3.50	$ 3.90
M-3	Grease gun flex hose #500-E			$ 55.00	$ 67.00
M-4	Grease gun ridged pipe #500			$ 39.00	$ 49.00
M-5	Red RTV silicone #81409	NO BID	NO BID	$ -	$ 37.00
M-6	Clear RTV silicone #S00010			$ -	$ 47.00
M-7	CRC Super penetrant 12 pack			$ -	$ 77.00
M-8	Absorbent oil pad ENR 300 15"x19"			$ 65.00	$ 79.00
	Total Amount:			$165.75	$363.80
					30% Discount
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section N- Ladders					
N-1	Extend-Climb 8ft Telescoping Aluminum Extension ladder				$ 189.00
N-2	24ft Fiberglass extension ladder w/ 300lbs cap	NO BID	NO BID	NO BID	$ 290.00
N-3	8' Type IAA fiberglass electricians Job Station				$ 227.00
N-4	8' Type IAA fiberglass contractor Job Station				$ 237.00
	Total Amount:				$ 943.00
					20% Discount
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section O - Tools					
O-1	16" Pound sledge hammer		$ 45.00	$ 45.00	$ 26.50
O-2	Rock pick hammer		$ 28.00	$ 45.00	$ 24.90
O-3	Ball pin hammer		$ 32.50	$ 22.00	$ 25.50
O-4	17pc 1/2 Dr socket set commercial grade		$ 80.00	$ 95.00	$ 99.70
O-5	21pc 1/4 Dr socket set commercial grade		$ 28.50	$ 35.00	$ 44.00
O-6	170 Pc tool set, heavy duty commercial grade		$ 220.00	$ 125.00	$ 235.00
O-7	72" San Angelo bar		$ 43.50	$ 45.00	$ 55.00
O-8	Pick Mattock with fiberglass handle		$ 44.50	$ 40.00	$ 39.90
O-9	3 Pc channel locking pliers set		$ 45.25	$ 45.00	$ 57.00
O-10	3 Pc packing hook set	NO BID	$ -	$ 55.00	$ 57.00
O-11	3 Pc Vice grip set		$ -	$ 45.00	$ 59.00
O-12	30" Bolt cutter		$ 32.00	$ 195.00	$ 285.00
O-13	36" Asphalt lutes		$ 60.50	$ 29.75	$ 55.00
O-14	24" Squeegees with handle #4124		$ 49.95	$ 25.00	$ 38.00
O-15	Machete with plastic handle M24		$ 28.50	$ -	$ 26.90
O-16	Fire hydrant wrenches		$ -	$ -	$ 69.00
O-17	7 1/2 yellow umbrellas		$ -	$ -	$ 129.00
O-18	Pruning loppers		$ 60.00	$ 40.00	$ 119.00
O-19	Magnolia brush shoe handle wire scratch brushes		$ 3.95	$ 2.75	$ 7.75
O-20	Trash picker		$ 45.00	$ 35.00	$ 27.70
	Total Amount:		$847.15	$924.50	$1,480.85
					30% Discount
	Grand Total:	$ 1,144.75	$1,969.11	$5,253.55	$9,072.67
	Discount from list %	5%	25%	0%	23% Avg

		Ferguson Wateworks Mission, TX	Laredo Safety Products Laredo, TX	South Texas Specialties Laredo, TX	Advantage Supply Fort Worth, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section A- Electric Equipment					
A-1	12/3 x 100' Extension cord	$ 66.36		$ 87.33	$ 65.72

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		Customs Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safety T-Supplies Laredo, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
A-2	12/3 X 25' Extension cord	$ 29.91		$ 21.38	$ 18.15
A-3	12/3 x 50' Extension cord	$ 47.24		$ 40.81	$ 38.50
A-4	14" Black cable ties	$ 12.37	NO BID	$ 8.71	$ 4.43
A-5	16 Gauge tie wire	$ 7.45		$ 4.90	$ -
A-6	25' Extension cord	$ 29.91		$ 11.86	$ 13.89
	Total Amount:	$ 193.24		$ 174.99	$ 140.69

		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section B- Raincoats					
B-1	Raincoat LG	$ 21.77	$ 47.40	$ 10.56	$ 15.85
B-2	Raincoat LG with hoodie	$ 82.78	$ 47.40	$ 8.63	$ 21.27
B-3	Raincoat XLG	$ 21.77	$ 47.40	$ 10.56	$ 21.27
B-4	Raincoat XXLG	$ 22.62	$ 47.40	$ 10.56	$ 21.83
B-5	Raincoat XXXLG	$ 23.38	$ 47.40	$ 10.56	$ -
	Total Amount:	$172.32	$237.00	$50.87	$80.22

		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section C- Chains & Rachets					
C-1	3/8" x 200' Grade 40 chain	$ 406.25		$ 467.50	$ 336.78
C-2	3/8" Ratchet load binders	$ 36.08		$ 36.90	$ 37.37
C-3	3/8" x 20 Chain binder	$ 102.12		$ 59.40	$ 53.27
C-4	5' Ratchet hoist	$ 913.91	NO BID	$ 93.71	$ 358.33
C-5	2" x 27' Ratchet tie down with strap	$ 17.86		$ 12.36	$ 24.39
C-6	9/16" Combinatino rachet wrench	$ 25.00		$ 21.28	$ 19.28
	Total Amount:	$1,501.22		$691.15	$829.42

		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section D- Traffic Equipment					
D-1	grade, reflecting collar	$ 27.15	$ 18.90	$ 19.04	$ 25.80
D-2	Heavy Duty, 28" plain wide body traffic cones without collars	$ 21.61	$ 13.73	$ 16.06	$ 15.02
D-3	48 x 48 Rool up sign "Be Prepared to Stop"	$ -	$ 135.00	$ 132.98	$ 225.63
D-4	4' x 100' Orange safety fence	$ 15.83	$ 38.64	$ 25.71	$ 29.43
D-5	Roll up sign stands	$ -	$ 52.86	$ 54.13	$ 57.78
D-6	Marking wands	$ 41.36	$ 128.04	$ 24.81	$ 35.10
D-7	Safety barrels with rings	$ -	$ 53.85	$ 59.51	$ 48.71
	Total Amount:	$105.95	$441.02	$332.24	$437.47

		Ferguson Wateworks Mission, TX	Laredo Safety Products Laredo, TX	South Texas Specialties Laredo, TX	Advantage Supply Fort Worth, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section E- First Aid & Safety Equipment					
E-1	First Aid Construction kit	$ 29.96	$ 8.07	$ 14.04	$ 38.56
E-2	First Aid cabinet for construction kit	$ 69.05	$ 161.54	$ 158.60	$ 120.16
E-3	Vehicle first aid construction kit metallic box	$ 79.10	$ 18.78	$ 39.73	$ 36.23
E-4	Large Latex gloves	$ 11.79	$ 4.79	$ 7.53	$ 102.01
E-5	X-Large Latex gloves	$ 11.79	$ 4.79	$ 7.53	$ 102.01
E-6	Airsoft reusable ear plugs 30 decibals	$ 121.38	$ 68.00	$ 59.02	$ 83.04
	Total Amount:	$323.07	$265.97	$286.45	$482.01

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		Customs Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safety T-Supplies Laredo, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section F- Gloves					
F-1	Gloves: Straight thumb, medium		$ 74.40	$ 201.25	$ -
F-2	Memphis premium grain cowhide drivers Gloves: Straight thumb, large		$ 74.40	$ 201.25	$ -
F-3	Hyflex Gloves		$ 26.16	$ 55.95	$ 29.35
F-4	XLG Mustang leather palm gloves	NO BID	$ 36.90	$ 22.13	$ 95.07
F-5	XLG Mustang premium palm gloves		$ 36.90	$ 86.44	$ 97.70
F-6	Double palm leather gloves: Large		$ 23.40	$ 22.13	$ 34.80
F-7	Medium Driver gloves w/ strap		$ 72.00	$ 202.50	$ -
F-8	Medium Mustang Premium leather gloves		$ 36.90	$ 86.44	$ 5.01
F-9	Medium drivers leather gloves w/pull strap		$ 72.00	$ 46.19	$ -
F-10	Medium leather gloves with strap		$ 72.00	$ 46.19	$ -
F-11	Large leather driver gloves	NO BID	$ 72.00	$ 45.63	$ 5.01
F-12	Large mustang leather palm gloves		$ 36.90	$ 22.13	$ -
F-13	Mustang premium leather gloves Large		$ 54.45	$ 86.44	$ -
F-14	Reflective Mechanic gloves- Medium		$ 96.12	$ 159.75	$ 50.44
F-15	Reflective Mechanic gloves- Large		$ 96.12	$ 159.75	$ -
F-16	Reflective Mechanic gloves- X-Large		$ 96.12	$ 159.75	$ -
Total Amount:			$976.77	$1,603.92	$317.38

		Unit Pricing	Unit Pricing	Unit Pricing		Unit Pricing
Sub-Section G- Safety Vest must be ANSI Complaint						
G-1	L/XL Surveyors safety vest Ergodyne		$ 7.17	$ 6.40	$ 6.40	$ -
G-2	2XL Surveyors Safety vest Ergodyne		$ 7.17	$ 6.40	$ 6.40	$ -
G-3	3XL Surveyors Safety vest Ergodyne		$ 7.17	$ 6.40	$ 6.40	$ -
G-4	Large Poly/Cotton safety vest non ANSI	NO BID	$ 6.92	$ 1.91	$ 1.91	$ -
G-5	Large class 11 safety vest		$ 6.92	$ 6.13	$ 10.00	$ 5.43
G-6	XL class 11 safety vest		$ 6.92	$ 6.13	$ 10.00	$ 5.43
G-7	2XL class 11 safety vest		$ 6.92	$ 6.13	$ 10.00	$ 10.11
G-8	3XL class 11 safety vest		$ 6.92	$ 6.13	$ 10.00	$ 8.87
G-9	Large class 11 safety vest w/ two double lines		$ 10.26	$ 5.00	$ 5.00	$ -
G-10	XL class 11 safety vest w/ two double lines		$ 10.26	$ 5.00	$ 5.00	$ -
G-11	2XL class 11 safety vest w/ two double lines		$ 10.26	$ 5.00	$ 5.00	$ -
G-12	3XL class 11 safety vest w/ two double line		$ 10.26	$ 5.00	$ 5.00	$ -
Total Amount:			$97.15	$65.63	$ 81.11	$29.84

		Ferguson Wateworks Mission, TX	Laredo Safety Products Laredo, TX	South Texas Specialties Laredo, TX	Advantage Supply Fort Worth, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section H- Safety Glasses					
H-1	Smoke lens, wrap around safety glasses		$ 33.12	$ 11.10	$ -
H-2	Smoke frame, wrap around safety glasses		$ 33.12	$ 11.10	$ -
H-3	Smokes lens, wrap around camo frame		$ 61.08	$ 73.20	$ -
H-4	Grey wrap around safety glasses	NO BID	$ 33.12	$ 11.10	$ -
H-5	Clear lens wrap around safety glasses		$ 28.08	$ 11.10	$ 13.77
H-6	Clear, wrap around protective glasses for traffic guards		$ 28.08	$ 11.10	$ -
H-7	Dark lens safety glasses		$ 11.04	$ 11.10	$ -
H-8	Amber lens safety glasses		$ 11.04	$ 13.35	$ 4.73
H-9	Platinum clear safety glasses		$ 11.04	$ 43.35	$ -
H-10	Smoke lens safety glasses for Traffic Guards		$ 41.04	$ 11.10	$ -
H-11	Dewalt contractor Pro Safety glasses		$ 25.92	$ 23.55	$ -

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		Customs Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safety T-Supplies Laredo, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Total Amount:			$316.68	$231.15	$18.50
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section I- Rubber Boots					
I-1	Steel tow rubber boots (black) Size: 7-14	$ 26.43	$ 14.63	$ 16.45	$ 14.94
I-2	Steel tow water boots (black)	$ 26.43	$ 14.63	$ 16.45	$ -
I-3	Chest Waders Size: 7-12	$ 121.85	$ -	$ 96.38	$ -
I-4	Steel toe Chest Waders Size: 7-12	$ 152.27	$ -	$ 164.69	$ -
Total Amount:		$326.98	$29.26	$293.97	$14.94
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section J- Hard Hat & Mask					
J-1	White full brim hard hat		$ 11.34	$ 9.38	$ 10.11
J-2	White full brim ratchet hard hat		$ 11.34	$ 9.38	$ 15.87
J-3	Green full brim hard hat		$ 11.34	$ 9.38	$ 15.87
J-4	Blue full brim hard hat	NO BID	$ 11.34	$ 7.20	$ 15.87
J-5	MSA V-Guard hard hat 4-point Staz-on pin lock		$ -	$ 11.25	$ 7.16
J-6	Protected head cap		$ 8.79	$ 3.19	$ -
J-7	Ergodyne Chill-Its Dew Rag: Stars & Stripes		$ 3.23	$ 4.86	$ -
J-8	Ergodyne Chill-Its Dew Rag: Camouflage		$ 3.23	$ 4.86	$ -
J-9	Ergodyne Chill-Its Dew Rag: Flames		$ -	$ 4.86	$ -
J-10	Clear lens face shields		$ 2.03	$ 1.56	$ 25.12
J-11	3M Particulate respirator 8510, N95		$ 16.20	$ 13.88	$ -
J-12	3M Particulate respirator 8200, N95		$ 11.87	$ 11.64	$ -
J-13	STLHL 0000 886 0210 Landscaper brush shield		$ 18.45	$ 56.24	$ -
Total Amount:			$109.16	$147.68	$90.00
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section K- Other Safety Supplies					
K-1	Knee pads		$ 14.25	$ 9.44	$ 18.60
K-2	Neck & Shoulder protection		$ -	$ 10.65 $ 84.38	$ -
K-3	Bionic face shield		$ 8.78	$ 31.59	$ 4.17
K-4	25 LB Cotton rags	NO BID	$ 48.60	$ 26.28	$ -
K-5	XL Tyvek disposable coveralls hood & boots		$ 2.67	$ 2.60	$ 104.16
K-6	Wasp & Hornet killer		$ -	$ 5.70	$ 7.28
Total Amount:			$74.30	$86.26	$134.21
		Ferguson Wateworks Mission, TX	**Laredo Safety Products Laredo, TX**	**South Texas Specialties Laredo, TX**	**Advantage Supply Fort Worth, TX**
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section L- Shovels & Brooms					
L-1	16" Synthetic street brooms with handle	$ 24.64		$ 17.56	$ 12.10
L-2	Round point shovel	$ 8.70		$ 18.60	$ 5.75
L-3	16" Sharp shooter	$ 20.87		$ 24.61	$ -
L-4	Square point shovel	$ 12.25	NO BID	$ 19.94	$ 6.28
L-5	D Handle aluminum scoop shovel	$ 38.09		$ 57.86	$ 31.16
L-6	16" Heavy duty street brooms with handle	$ 23.68		$ 25.69	$ -
L-7	Angle broom	$ 12.49		$ 8.35	$ 8.39
Total Amount:		$140.72		$172.61	$63.68
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section M - Grease & Lube					
M-1	Mystik JT-6 Grease			$ 3.61	$ -
M-2	Mystik JT-6 Grease high temp			$ 5.48	$ -
M-3	Grease gun flex hose #500-E			$ 14.80	$ -
M-4	Grease gun ridged pipe #500			$ 20.55	$ -
M-5	Red RTV silicone #81409	NO BID	NO BID	$ 5.73	$ -
M-6	Clear RTV silicone #S00010			$ 4.31	$ -
M-7	CRC Super penetrant 12 pack			$ 14.68	$ -

Bid Tabulation Safety Supplies
FY17-024
January 27, 2017 @ 3:00 PM

		Customs Products Corp Flawood, MI	Beavers Source Laredo, TX	Eagle Supply Co. Laredo, TX	Safety T-Supplies Laredo, TX
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
M-8	Absorbent oil pad ENR 300 15"x19"			$ 22.04	$ -
	Total Amount:			$91.20	$ -
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section N- Ladders					
N-1	Extend-Climb 8ft Telescoping Aluminum Extension			$ 456.25	$ -
N-2	24ft Fiberglass extension ladder w/ 300lbs cap	NO BID	NO BID	$ 587.09	$ -
N-3	8' Type IAA fiberglass electricians Job Station			$ 267.74	$ -
N-4	8' Type IAA fiberglass contractor Job Station			$ 218.89	$ -
	Total Amount:			$ 1,529.97	$ -
		Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing
Sub-Section O - Tools					
O-1	16" Pound sledge hammer			$ 42.50	$ -
O-2	Rock pick hammer			$ 26.08	$ -
O-3	Ball pin hammer			$ 13.44	$ -
O-4	17pc 1/2 Dr socket set commercial grade			$ 113.25	$ -
O-5	21pc 1/4 Dr socket set commercial grade			$ 43.16	$ -
O-6	170 Pc tool set, heavy duty commercial grade			$ 166.00	$ -
O-7	72" San Angelo bar			$ 66.49	$ -
O-8	Pick Mattock with fiberglass handle			$ 50.66	$ -
O-9	3 Pc channel locking pliers set			$ 50.14	$ -
O-10	3 Pc packing hook set	NO BID	NO BID	$ 55.89	$ -
O-11	3 Pc Vice grip set			$ 37.55	$ -
O-12	30" Bolt cutter			$ 132.11	$ -
O-13	36" Asphalt lutes			$ 45.88	$ -
O-14	24" Squeegees with handle #4124			$ 37.49	$ -
O-15	Machete with plastic handle M24			$ 15.31	$ -
O-16	Fire hydrant wrenches			$ 39.99	$ -
O-17	7 1/2 yellow umbrellas			$ 89.00	$ -
O-18	Pruning loppers			$ 46.25	$ -
O-19	Magnolia brush shoe handle wire scratch brushes			$ 8.53	$ -
O-20	Trash picker			$ 26.96	$ -
	Total Amount:			$1,106.68	
	Grand Total:	$ 928.32	$2,230.63	$5,159.81	$2,638.36
	Discount from list %	0%	30%	15%	0%

Evaluation Matrix
FY17-024

Best Value Criteria Evaluation	Section	Weighted %	Custom Product Corp. Flawood, MI		Beaver's Source Laredo, Texas		Eagle Supply Co. Laredo, Texas		Safe T-Supplies Laredo, Texas	
			0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
Reputation of Bidder Minimum of 3 References	I	0.25	8	2.00	8	2.00	9	2.25	8	2.00
Pricing (To Included Sample Pricing & Discount)	II	0.70	5	3.50	8	5.60	6	4.20	7	4.90
Bidder's past relationship wth the City of Laredo	III	0.05	8	0.40	9	0.45	9	0.45	8	0.40
		Total Raw Points		5.90		8.05		6.90		7.30
		Total Raw Points x 10								
		Evaluation Score		59		80.5		69		73

Best Value Criteria Evaluation	Section	Weighted %	Ferguson Waterworks Mission, Texas		Laredo Safety Products Laredo, Texas		South Texas Specialties Laredo, Texas		Advantage Supplies Fort Worth, Texas	
			0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
Reputation of Bidder Minimum of 3 References	I	0.25	7	1.75	6	1.50	4	1.00	2	0.50
Pricing (To Included Sample Pricing & Discount)	II	0.70	4	2.80	8	5.60	9	6.30	2	1.40
Bidder's past relationship wth the City of Laredo	III	0.05	9	0.45	2	0.10	6	0.30	2	0.10
		Total Raw Points		5.00		7.20		7.60		2.00
		Total Raw Points x 10								
		Evaluation Score		50		72		76		20

Department Utilities

Name Juan Cuevas

Evaluation Matrix
FY17-024

Best Value Criteria Evaluation	Section	Weighted %	Custom Product Corp. Flawood, MI		Beaver's Source Laredo, Texas		Eagle Supply Co. Laredo, Texas		Safe T-Supplies Laredo, Texas	
			0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
Reputation of Bidder Minimum of 3 References	I	0.25	8	2.00	8	2.00	9	2.25	8	2.00
Pricing (To Included Sample Pricing & Discount)	II	0.70	5	3.50	8	5.60	6	4.20	7	4.90
Bidder's past relationship wth the City of Laredo	III	0.05	8	0.40	9	0.45	9	0.45	8	0.40
		Total Raw Points		5.90		8.05		6.90		7.30
		Total Raw Points x 10								
		Evaluation Score		59		80.5		69		73

Best Value Criteria Evaluation	Section	Weighted %	Ferguson Waterworks Mission, Texas		Laredo Safety Products Laredo, Texas		South Texas Specialties Laredo, Texas		Advantage Supplies Fort Worth, Texas	
			0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
Reputation of Bidder Minimum of 3 References	I	0.25	7	1.75	6	1.50	4	1.00	4	1.00
Pricing (To Included Sample Pricing & Discount)	II	0.70	4	2.80	8	5.60	9	6.30	6	4.20
Bidder's past relationship wth the City of Laredo	III	0.05	9	0.45	2	0.10	6	0.30	2	0.10
		Total Raw Points		5.00		7.20		7.60		5.30
		Total Raw Points x 10								
		Evaluation Score		50		72		76		53

Department Purchasing

Name Eagle

City of Laredo
Purchasing Division

Renewal Notice

February 25, 2019

Mr. Raymundo Rodriguez Jr.
South Texas Specialties
6408 Crescent Loop
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension II

Dear Mr. Rodriguez,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

South Texas Specialties

Request a contract extension: ✓ Not request a contract extension: ____

Authorized Signature: Raymundo Rodriguez

Print Name: Raymundo Rodriguez Jr.

Date: 03/04/19

City of Laredo
Purchasing Division

Renewal Notice

February 25, 2019

Mr. Fernando Ballesteros
Eagle Supply Co.
3210 E. Locust
Laredo, Texas 78043

Re: Safety Supplies Contract
Contract FY17-024
Extension II

Dear Mr. Ballesteros,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Eagle Supply Co.

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: FERNANDO BALLESTEROS

Date: 2/27/19

City of Laredo
Purchasing Division

Renewal Notice

February 25, 2019

Mr. Raul Castano
Beaver's Source
6414 Polaris Drive
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension II

Dear Mr. Castano,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Beaver's Source

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Francisco Segura

Date: 03/01/2019

City of Laredo
Purchasing Division

Renewal Notice

February 25, 2019

Mr. Agustin Lozoya del Hierro
Laredo Safety Products
2408 Jacaman Road
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension II

Dear Mr. Lozoya del Hierro,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Laredo Safety Products

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Agustin Lozoya

Date: 02/27/2019

City of Laredo
Purchasing Division

Renewal Notice

February 25, 2019

Mr. Juan Sanchez
Safe-T-Supplies
5812 McPherson
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension II

Dear Mr. Sanchez,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Safe-T-Supplies

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

Enrique Aldape III

From: Juan Sanchez [safetysupplieslaredo@hotmail.com]
Sent: Wednesday, February 27, 2019 7:27 PM
To: Enrique Aldape III
Subject: Re: FY17-024 Contract Renewal Notice

Good Morning
Me Aldape

Yes we would like to renew the contract

Respectfully

Juan Sanchez

Sent from my iPhone

> On Feb 27, 2019, at 8:29 AM, Enrique Aldape III <ealdape@ci.laredo.tx.us> wrote:
>
> Good morning,
>
> Please advise if you wish to renew this contract.
>
> -----Original Message-----
> From: Toshiba Copier ID
> Sent: Wednesday, February 27, 2019 10:25 AM
> To: Enrique Aldape III
> Subject: Send data from MFP11760619 02/27/2019 10:24
>
> Scanned from MFP11760619
> Date:02/27/2019 10:24
> Pages:1
> Resolution:200x200 DPI
> ----------
> <DOC022719-02272019102436.pdf>

City Council-Regular
Meeting Date: 03/20/2017
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Rosario C. Cabello, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual supply contract FY17-024 to the following bidders:

1) Beaver's Source, Laredo, Texas;

2) Eagle Supply, Laredo, Texas;

3) Safe-T-Supplies, Laredo, Texas;

4) Laredo Safety Products, Laredo, Texas and

5) South Texas Specialties, Laredo, Texas.

for the purchase of safety supplies in an amount up to $150,000.00 for all City departments. This contract establishes pricing and discount percentage for those safety supplies most commonly utilized by City departments. This contract has four extension periods and can be renewed upon mutual agreement of both parties. All items will be purchased on an as needed basis and funding will be secured from the user department budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received eight (8) bids for awarding an annual supply contract for safety supplies. All items will be purchased on an as needed basis. This contract establishes base pricing for safety supplies most commonly utilized by city departments. Based on this evaluation, staff is recommending that contracts be awarded to Beaver's Source, Eagle Supply, Safe-T-Supplies, Laredo Safety Products and South Texas Specialties. It is the City's policy to compare pricing from the multiple vendors for all orders that exceed $1,500.00. Approximately $150,000.00 is spent on safety supplies on an annual basis.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) years periods each upon

mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

A complete bid tabulation is attached.

Summary

	Beaver's Source	**Eagle Supply Co.**	**Laredo Safety Products**	**Safe-T-Supplies**	**South TX Specialties**
	Low Bid Percentage Rate	Low Bid Percentage Rate	Low Bid Percentage Rate	Low Bid Percentage Rate	Low Bid Percentage Rate
Price listing of 134 Items	14%	14%	14%	7%	36%
Percentage Discount offered on Safety Products	25%	0%	30%	23% Avg.	15%

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2017

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Safety Supplies will be purchased for the various departments from their budgets and will 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.

Attachments

Bid Tab FY17-024

City of Laredo
Purchasing Division

LETTER OF AWARD

March 13, 2018

Mr. Raymundo Rodriguez Jr.
South Texas Specialties
6408 Crescent Loop
Laredo, Texas 78041

Re: Safety Supplies Contract
FY17-024
Extension I

Dear Mr. Rodriguez,

This is to inform you that contract that the contract renewal for FY17-024 was approved by the Purchasing Agent on March 14, 2018. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of four extension periods.

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

March 13, 2018

Mr. Raul Castano
Beaver's Source
6414 Polaris Drive
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension I

Dear Mr. Castano,

This is to inform you that the contract renewal for FY17-024 was approved by the Purchasing Agent on March 14, 2018. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of four extension periods.

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

March 13, 2018

Mr. Fernando Ballesteros
Eagle Supply Co.
3210 E. Locust
Laredo, Texas 78043

Re: Safety Supplies Contract
Contract FY17-024
Extension I

Dear Mr. Ballesteros,

This is to inform you that the contract renewal for FY17-024 was approved by the Purchasing Agent on March 14, 2018. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of four extension periods.

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

March 13, 2018

Mr. Juan Sanchez
Safe-T-Supplies
5812 McPherson
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension I

Dear Mr. Sanchez,

This is to inform you that the contract renewal for FY17-024 was approved by the Purchasing Agent on March 14, 2018. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of four extension periods.

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

March 13, 2018

Mr. Agustin Lozoya del Hierro
Laredo Safety Products
2408 Jacaman Road
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension I

Dear Mr. Hierro,

This is to inform you that the contract renewal for FY17-024 was approved by the Purchasing Agent on March 14, 2018. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of four extension periods.

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

Renewal Notice

February 28, 2018

Mr. Agustin Lozoya del Hierro
Laredo Safety Products
2408 Jacaman Road
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension I

Dear Mr. Lozoya del Hierro,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Laredo Safety Products

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Emily MS

Print Name: Emily Martinez

Date: 02/28/2018

City of Laredo
Purchasing Division

Renewal Notice

February 28, 2018

Mr. Raul Castano
Beaver's Source
6414 Polaris Drive
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension I

Dear Mr. Castano,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Beaver's Source

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Francisco Segura

Date: 2/23/2018

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

February 28, 2018

Mr. Fernando Ballesteros
Eagle Supply Co.
3210 E. Locust
Laredo, Texas 78043

Re: Safety Supplies Contract
Contract FY17-024
Extension I

Dear Mr. Ballesteros,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Eagle Supply Co.
Request a contract extension: Yes / Not request a contract extension: _____
Authorized Signature: _____
Print Name: FERNANDO BALLESTEROS JR.
Date: 3-2-18

City of Laredo
Purchasing Division

Renewal Notice

February 28, 2018

Mr. Raymundo Rodriguez Jr.
South Texas Specialties
6408 Crescent Loop
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension I

Dear Mr. Rodriguez,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

South Texas Specialties

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Raymundo Rodriguez Jr.

Print Name: Raymundo Rodriguez Jr.

Date: 03/13/18

City of Laredo
Purchasing Division

Renewal Notice

February 28, 2018

Mr. Juan Sanchez
Safe-T-Supplies
5812 McPherson
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Extension I

Dear Mr. Sanchez,

A contract for providing safety supplies for the City of Laredo was awarded to your company on 3/20/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Safe-T-Supplies

Request a contract extension: _____ Not request a contract extension: _____

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:
2018-320140

Date Filed:
02/28/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Laredo Safety Products 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.
FY17-024
Personal Protection Equipment (PPE), Safety Supplies, Traffic Control Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Martinez, Emily	Laredo, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Emily Martinez, and my date of birth is 05/06/97.

My address is 2408 Jacaman (street), Laredo (city), TX (state), 78041 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Webb County, State of Texas, on the 5 day of March (month), 2018 (year).

TAMMY RAMIREZ
Notary Public, State of Texas
My Commission Expires
November 17, 2018

Tammy Ramirez
Signature of authorized agent of contracting business entity
(Declarant)

Safe-T-Supplies
5812 McPherson Rd Laredo TX , 8041
April 19, 2017

Rosario Cabello
Finance Department
Director

RE: FY-17-024

Dear Miss Cabello,

We would like to get an approval on discount
that will be in our full line product

Payment Terms discount: 3% per 10 days

Should you have any questions
Feel free to contact me

Respectfully,

Jose Sanchez
Sales Manager

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:
2017-181425

Date Filed:
03/22/2017

Date Acknowledged:
03/31/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Safe-T-Supplies
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.
FY17-024
Safety Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

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

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

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
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Safe-T-Supplies
Laredo, TX United States

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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.

FY17-024
Safety Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

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

VANESA SAN MIGUEL
Notary Public, State of Texas
My Commission Expires
May 06, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Juan Sanchez, Owner, this the 31st day of March, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Vanesa San Miguel
Printed name of officer administering oath

Notary
Title of officer administering oath

City of Laredo
Purchasing Division
LETTER OF AWARD

March 21, 2017

Mr. Raymundo Rodriguez Jr.
South Texas Specialties
6408 Crescent Loop
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Approved by City Council on March 20, 2017

Dear Mr. Rodriguez,

This is to inform you that contract FY17-024 was approved by the City Council on March 20, 2017. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has four extension periods.

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
LETTER OF AWARD

March 21, 2017

Mr. Agustin Lozoya del Hierro
Laredo Safety Products
2408 Jacaman Road
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Approved by City Council on March 20, 2017

Dear Mr. Hierro,

This is to inform you that contract FY17-024 was approved by the City Council on March 20, 2017. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has four extension periods.

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
LETTER OF AWARD

March 21, 2017

Mr. Juan Sanchez
Safe-T-Supplies
5812 McPherson
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Approved by City Council on March 20, 2017

Dear Mr. Sanchez,

This is to inform you that contract FY17-024 was approved by the City Council on March 20, 2017. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has four extension periods.

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
LETTER OF AWARD

March 21, 2017

Mr. Fernando Ballesteros
Eagle Supply Co.
3210 E. Locust
Laredo, Texas 78043

Re: Safety Supplies Contract
Contract FY17-024
Approved by City Council on March 20, 2017

Dear Mr. Ballesteros,

This is to inform you that contract FY17-024 was approved by the City Council on March 20, 2017. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has four extension periods.

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Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
LETTER OF AWARD

March 21, 2017

Mr. Raul Castano
Beaver's Source
6414 Polaris Drive
Laredo, Texas 78041

Re: Safety Supplies Contract
Contract FY17-024
Approved by City Council on March 20, 2017

Dear Mr. Castano,

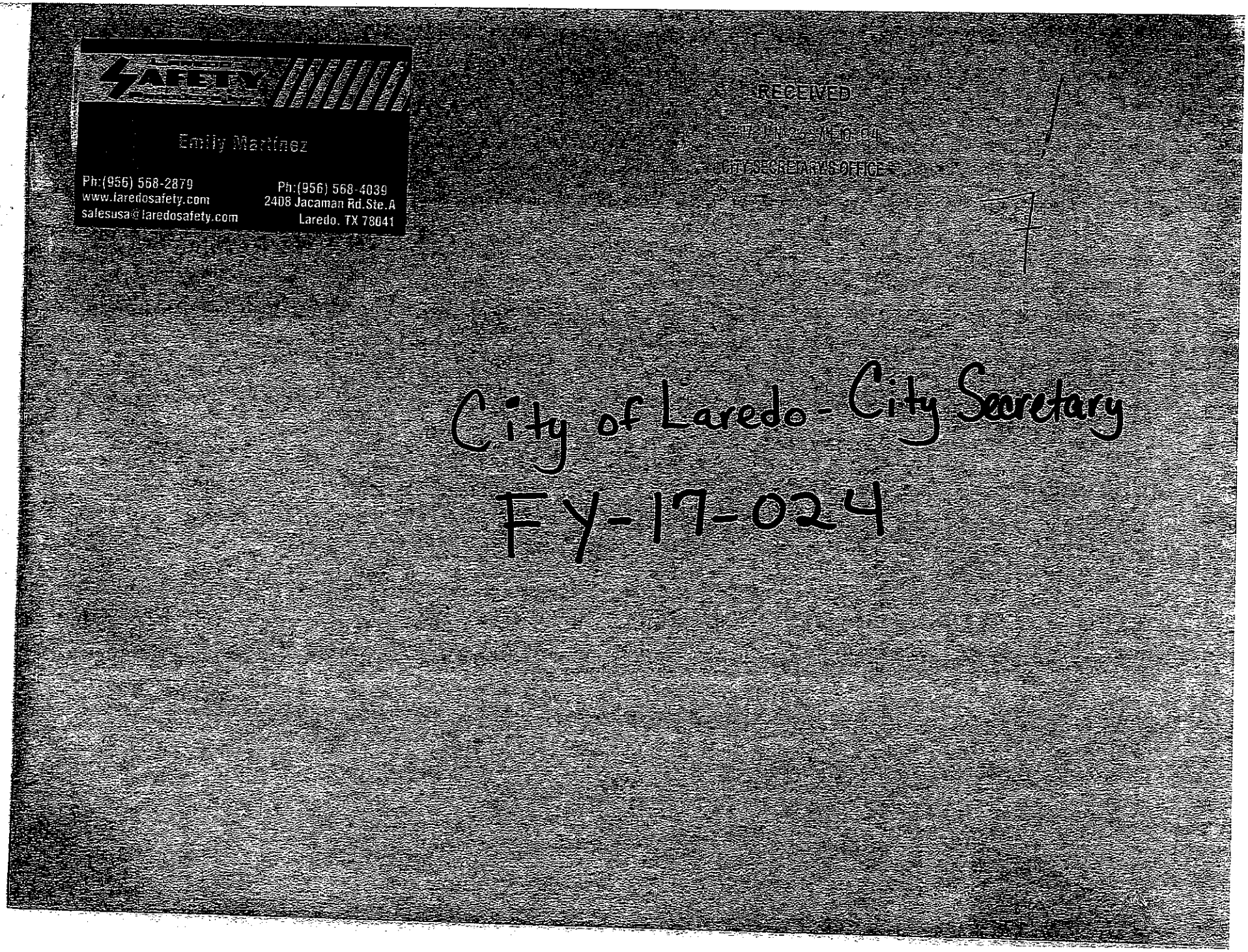
This is to inform you that contract FY17-024 was approved by the City Council on March 20, 2017. The term of this contract shall be for a period of one year. Your company is one of five vendors who were awarded this contract. All safety supplies will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has four extension periods.

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@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,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File


SAFETY
Emily Martinez
Ph:(956) 568-2879
www.laredosafety.com
salesusa@laredosafety.com
Ph:(956) 568-4039
2408 Jacaman Rd.Ste.A
Laredo, TX 78041
RECEIVED
CITY SECRETARY'S OFFICE
City of Laredo - City Secretary
FY-17-024

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

SAFETY SUPPLIES CONTRACT
CITY OF LAREDO DEPARTMENTS

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 an annual contract for the purchase of safety supplies for various City of Laredo Departments.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3 rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 26, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 27, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract
FY17-024

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of safety supplies for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 26, 2017** and all bids received will be **opened** and read publicly on **January 27, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Safety Supplies - Various Departments
FY17-024

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF JANUARY 2017.

FOR:

Heberto "Beto" L. Ramirez
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0PREPARATION 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.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0DESCRIPTION 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.

3.0SUBMISSION 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 bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, P.O. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and 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 period of sixty 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.

The City may reject all bids or any part of a bid whenever it is deemed necessary.

The City may waive any minor informalities or irregularities in any bid.

(g) **WITHDRAWAL OF BIDS**

(h) Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

5.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

6.0 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 days prior to the scheduled opening date 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 will be mailed or delivered to each vendor having receiving a set of bid documents. 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.

7.0 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:

(a) 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.

(b) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(c) 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.

(d) 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.

9.0INTENT OF CONTRACT

(a)*ANNUAL SUPPLY 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 and change orders shall not be applicable.
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.
If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies. the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0AWARD OF CONTRACT

(a) The contract will be awarded the bidder (s) that provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. This contract will be awarded to a primary vendor and multiple secondary vendors.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days. to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0PAYMENT & 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. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. 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 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0INSURANCE REQUIREMENTS (Not Required for this 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 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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

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

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

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

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

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

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

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

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

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

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

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

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

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

13.0CONTRACT REQUIREMENTS

13.1CODE 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.

13.2PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3NON-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.

Formal Invitation for Bids
Safety Supplies Contract

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a one (1) year supply contract for the purchase of general safety supplies. Multiple contracts will be awarded for those items specifically listed on this bid sheet; and a primary and multiple secondary vendors will be selected for all other general safety products not specifically listed. All safety products will be ordered as required and delivered directly to requesting departments

14.1 All questions in reference to this bid must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents of the bids in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered.

Deadline for submittal of questions: January 18, 2017
Address: City of Laredo Purchasing Division
5512 Thomas Ave.
Laredo, Texas 78041

Purchasing Division contact: Enrique Aldape III (956) 794-1733 or email ealdape@ci.laredo.tx.us

15.0 Contract Provisions

It is the intent of the City to secure a contract for general safety supplies required by the different city departments. The successful bidder (s) will be required to provide a safety supply catalogue listing items that are readily available for purchase.

15.1 The contract award shall be based on an estimated total annual expenditure by all city departments of $100,000.00. There is no "guaranteed annual contract volume".

15.2 There are approximately 56 end users ordering.

15.3 The average order size is $ 1,500.00.

15.4 There are sixty locations. (See attachment A).

15.5 The contract vendor will be required to provide the City of Laredo's Purchasing Division with the most current cost price schedule. Multiple contracts will be awarded by sections for those items specifically listed on this bid sheet; and a primary and secondary vendor will be selected for all other general safety products not specifically listed. For the purpose of low bid determination for the primary and secondary vendors, the City will select approximately twenty five (25) general safety products to determine the City's contract vendor. Using the proposed cost schedule, an evaluation will be made and a bid tabulation will be prepared to determine which vendor offered the lowest price for the highest percentage of items. The schedule may be a net pricing format, discount from list, or a cost plus. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.

15.6 The contract vendor is encouraged to provide this price schedule on an electronic format (usb drive, or cd). The successful bidder will be required to provide training to the City of Laredo's Purchasing Division on the use of the electronic price schedule. The vendor must provide copies of the most current catalogue within thirty days (30) after notification of award.

15.7 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.

15.8 The bid pricing must be firm for the contract period.

15.9 The City of Laredo Purchasing Department shall compare pricing from the primary and secondary vendors for all orders that exceed $ 1,500.00. For all orders less than $ 1,500.00, the department has the authority to select between the primary and secondary vendors.

16.0 General Conditions

16.1 Prospective bidders must prove beyond any doubt to the City of Laredo Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

16.2 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase contract materials on the open market and charge contractor price difference.

16.3 Bids not submitted on these forms will not be considered. Award to successful bidder will be made by the City Council. Bids will be awarded to the responsible bidder meeting the city's requirements.

16.4 When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price.

16.5 Partial deliveries may be made only with the prior approval of the requesting department.

16.6 Items found to be broken, defective, or otherwise unacceptable shall be reported by the Purchasing Division to the contractor for replacement. Replacements shall be made within five (5) workdays after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery, shall be rejected and contractor shall immediately initiate replacement. In the event an ordered item is "out of stock", contractor may substitute a higher quality item at the price of the item for which the substitute is being made, if approved by the requesting department.

16.7 Cancellation of Contract: The following conditions will result in the cancellation of this contract:

16.7.1 This contract may be canceled, by either party, within sixty days of a written notice.

16.7.2 The failure of the contractor for performance of the services required by this contract, within ten days of receipt of written demand of performance by the City, or the failure of the contractor to correct or replace defective goods or products, within ten days from receipt of written demand, will therefore constitute a total breach of this contract, and shall be cause for termination.

16.8 The City of Laredo is an active member of the State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM). The City of Laredo can take advantage of any contract pricing negotiated with these agencies.

16.9 Prices should be F.O.B. City of Laredo Office Locations. Inside and second and third floor delivery required.

17.0 Payment and Invoicing

All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. To avoid payment delays, invoices shall be submitted within a minimum of five working days after delivery of merchandise. Originals shall be mailed to the City of Laredo Accounts Payable. All invoices have a 30-day term from receipt of order.

18.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are working days from date of order. Bidder's business hours: From: **8a.m.** to **5p.m.**
Days of week: **MONDAY-FRIDAY**

19.0 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 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.

19.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded based on Best Value** to the 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 a primary vendor and multiple secondary vendors.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.0 Bid Evaluation

The City of Laredo may accept and order negotiations with the selected proponent, or may reject the recommendation and order the re-issuance of another bid.

21.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.

21.2 Multiple contacts will be awarded for those items specifically listed on this bid sheet. A Primary and Secondary vendors will be selected for all other general safety supplies products not specifically listed. For all orders less than $ 1,500.00, the department has the authority to select between the primary and secondary vendors.

21.3 In determining the best value for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

21.4 The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Section	Criteria	Weighted %
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	25%
II	An evaluation of the pricing to the City of Laredo.	70%
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	5%

21.4.1 Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	
5	Average to Poor	Meets some criteria at minimum acceptable level.
6	Average	
7	Good to Average	Adequately meets most criteria.
8	Good	
9	Very Good	Exceeds minimum criteria.
		Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

21.4.2 Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	8	25%	2.0
II	An evaluation of the pricing to the City of Laredo.	6	70%	4.2
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	8	5%	0.4
		Total Raw Point		**6.6**
		Total Raw Point x 10 (True Evaluation Points) Evaluation Score		**66**

22.0 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.

22.1 Vendor Information Sheet (Tab A)
Completed and signed by authorized company representative.

22.2 Section I - Overview of Company The reputation of the bidder; overview of company, business strategy It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, financial viability and structure.

22.2.1 Provide an overview of your company. See attach sheet

22.2.2 Estimated delivery time upon receipt of order # **Immediate Delivery or 7-10** working days.

22.2.3 Feedback from existing clients. Provide a minimum of three references

	Name of Business	Contact Representative	Phone Number
1.)	**Rail Plus**	**Javier Rodriguez**	**(956) 727-7245**
2.)	**Vilore Foods Company Inc.**	**Mario Avila**	**(956) 726-3633**
3.)	**Laredo Job Corps Center**	**Jorge Delgado**	**(956) 267-3870**

22.3 Section II An evaluation of the pricing to the City of Laredo.
Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

22.3.1 Price Schedule
Provide proposed pricing for all the services listed.

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	30 %	discount has been added
Discount from List (percentage)	30%	list already shows 30% discount
Medium provided: (electronic, internet, etc.)		
Catalogue:		

22.4 Section III-Bidders Past Relationship with the City of Laredo.

22.4.1 Describe you past business relationship with the City of Laredo.
N/A 1st time Bidder

22.4.2 Describe you past business relationships with any other governmental agency.
N/A

Attachment
22.2.1

LAREDO SAFETY PRODUCTS INC.

Laredo Safety Products Inc., is a company dedicated to the sale of Personal Protective Equipment intended primarily to distributors. The equipment we offer is certified under the rules and standards necessary, like ANSI, CSA, CE, NFPA, UL, OSHA, NIOSH, guaranteeing them to be quality products. We have trained sales representatives in U.S. and Mexico in order to cover the country and Latin America. We have a warehouse to provide stock, and excellent service.

We invite you to get to know us and make sure we are your best choice.

2408 Jacaman Road, Ste A.

Laredo, TX 78041

Office: (956) 568-4039 or (956) 568-2879

Store Hours: Mon-Fri 8A.M-5P.M

23.0 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.

24.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

25.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties

26.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business): **Laredo Safety Products Inc.**

Signature: _____ Date 01/18/17
of person authorized to sign bid

Print Name: **Agustin Lozoya del Hierro**
of person authorized to sign bid

Title: **Owner/President**

Business Address: **2408 Jacaman Road, Ste.A**

City, State, Zip Code: **Laredo, TX 78041**

Telephone Number: **(956) 568-4039** Fax Number: ___

Contact Person Email Address: **salesusa@laredosafety.com or e.martinez@laredosafety.com**

Federal Tax ID Number: **80-0758248**

Bidders Principal/Corporate Place of Business Address: **2408 Jacaman Road**

Indicated Status of Business:

Corporation Partnership **Sole Proprietorship** Other: ____

If other state business status: **N/A**

State how long under its present business name: **5 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

27.0 **Tab B Price Schedule**
The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

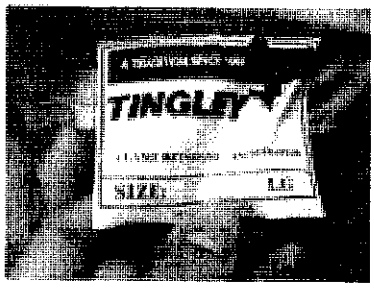
27.1 Section A- Electrical Extension Cords

Section A – Electric Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A-1	12/3 x 100' Extension cord	Each	**NO BID**	
A-2	12/3 x 25' Extension cord	Each	**NO BID**	
A-3	12/3 X 50'' Extension cord	Each	**NO BID**	
A-4	14" Black cable ties	Each	**NO BID**	
A–5	16 Gauge tie wire	Each	**NO BID**	
A–6	25' Extension cord	Each	**NO BID**	
	TOTAL		**NO BID**	

27.2 Section B – Raincoats
3 Piece with Silk Screen – Rain suits must include a jacket, detachable hood and bib-overall. The suite must be made of rugged, 210 denier nylon scrim base that is double-coated with PVC that forms a 0.288-mm thick material. Suits must have Rip stop reinforcements. The seams must be leaking resistant and heat-sealed. The plastic hardware must be nonconductive. The color of raincoats must be yellow. Must be available in men's chest sizes 38-56. River City Protective Wear # 3003 or approved equal.

Section B – Raincoats				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B-1	Raincoat LG	Each	**$47.40**	**GLOBAL GLOVE / GLO-1400/1700 (OVERALL AND JACKET)**
B-2	Raincoat LG with Hoodie	Each	**$47.40**	**GLOBAL GLOVE / GLO-1400/1700 (OVERALL AND JACKET)**
B–3	Raincoat XLG	Each	**$47.40**	**GLOBAL GLOVE / GLO-1400/1700 (OVERALL AND JACKET)**
B- 4	Raincoat XXLG	Each	**$47.40**	**GLOBAL GLOVE / GLO-1400/1700 (OVERALL AND JACKET)**
B- 5	Raincoat XXXLG	Each	**$47.40**	**GLOBAL GLOVE / GLO-1400/1700 (OVERALL AND JACKET)**
	TOTAL		**$237.00**	

Hooded Raincoat LG



27.3 Section C – Chains & Ratchets

Section C — Chains & Ratchets				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C – 1	3/8" x 200' Grade 40 chain	Each	**NO BID**	
C–2	3/8" Ratchet load binders	Each	**NO BID**	
C–3	3/8" x 20' Chain binder	Each	**NO BID**	
C–4	5' Ratchet hoist	Each	**NO BID**	
C–5	2" x 27' Ratchet tie down with strap: Item: 04622	Each	**NO BID**	
C–6	9/16" Combination ratchet wrench	Each	**NO BID**	
	TOTAL		**NO BID**	

27.4 Section D – Traffic Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual on Uniformed Traffic Control Device System regulations.

27.4.1 Wide body traffic cone with 2 reflective collars, (top collar to be 6 inches and bottom collar to be 4 inches) Work Area #28 PVC-TLHRSL-6RFL-4, JBC Safety or approved equal.

27.4.2 Plain wide body traffic cone, Work Area # 28 PVCTLH, JBC Safety or approved equal.

Section D- Traffic Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D – 1	Heavy Duty, 28" traffic cones with two, diamond grade, reflective collars (top collar to be 6 inches and bottom collar to be 4 inches)	Each	**$18.90**	**WORK AREA PROTECTION / 271468**
D - 2	Heavy Duty, 28", plain wide body traffic cones without collars	Each	**$13.73**	**WORK AREA PROTECTION / 03-500-07O**
D–3	48x48 Roll up sign "BE PREPARED TO STOP"	Each	**$135.00**	**CORTINA SAFETY PRODUCTS 07-800-4028**
D–4	4'x100' Orange safety fence	Each	**$38.64**	**CORTINA SAFETY PRODUCTS / 03-902**
D–5	Roll up sign stands	Each	**$52.86**	**CORTINA SAFETY PRODUCTS / 07-822**
D–6	Marking wands	Each	**$128.04**	**NORTHERN SAFETY & INDUSTRIAL (12 PAINTS/CASE INCLUDED) 17753/9451**
D–7	Safety barrels with rings	Each	**$53.85**	**WORK AREA PROTECTION / 272037**
	TOTAL		**$441.02**	

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.5 Section E– First Aid & Safety Equipment

Section E – First Aid & Safety Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E–1	First Aid construction kit	Each	**$8.07**	**E.R.B / 17139**
E–2	First Aid cabinet for construction kit	Each	**$161.54**	**NORTHERN SAFETY & INDUSTRIAL / 31938**
E–3	Vehicle first aid construction kit (metallic box)	Each	**$18.78**	**E.R.B / 1732 (PLASTIC BOX)**
E – 4	Large Latex Gloves	Case	**$4.79**	**GLOBAL GLOVE / 100/Case / 305**
E – 5	X Large Latex Gloves	Case	**$4.79**	**GLOBAL GLOVE / 100/Case / 305**
E–6	Airsoft reusable ear plugs 30 decibals	Box	**$68.00**	**RADIANS / 100 PER BOX /JP3165ID**
	TOTAL		**$265.97**	

27.6 Section F– Gloves
Leather Palm Gloves, double palm as per specs. -No approved equal (by dozen)
Leather Palm Gloves MCR 12 11J Manufacture: Memphis Gloves, Size Large

Section F — Gloves				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
F – 1	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, MEDIUM.	Dozen	**$74.40**	**GLOBAL GLOVE / 3200**
F – 2	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, Large.	Dozen	**$74.40**	**GLOBAL GLOVE / 3200**
F – 3	Hyflex Gloves	Dozen	**$26.16**	**GLOBAL GLOVE / 500NFT**
F–4	XLG Mustang Leather Palm Gloves	Dozen	**$36.90**	**JOHNSON WILSHIRE / 5720AL**
F–5	XLG Mustang Premium leather gloves	Dozen	**$36.90**	**JOHNSON WILSHIRE / 5720AL**
F–6	Double palm leather gloves; size Large	Dozen	**$23.40**	**JOHNSON WILSHIRE / 5126GB**
F–7	Med. Driver Gloves w/strap	Dozen	**$72.00**	**JOHNSON WILSHIRE / 4723KL**
F–8	Med. Mustang premium leather gloves	Dozen	**$36.90**	**JOHNSON WILSHIRE / 5720AL**

F–9	Medium drivers leather gloves w/pull strap	Dozen	**$72.00**	**JOHNSON WILSHIRE / 4723KL**
F – 10	Medium leather gloves with strap	Dozen	**$72.00**	**JOHNSON WILSHIRE / 4723KL**
F – 11	Large leather driver gloves	Dozen	**$72.00**	**JOHNSON WILSHIRE / 4723KL**
F – 12	Large mustang leather palm gloves	Dozen	**$36.90**	**JOHNSON WILSHIRE / 5720AL**
F – 13	Mustang premium leather gloves Large	Dozen	**$54.45**	**GLOBAL GLOVE / 1900**
F – 14	Reflective Mechanic Gloves -Large	Dozen	**$96.12**	**RADIANS / RWG100**
F – 15	Reflective Mechanics Gloves	Dozen	**$96.12**	**RADIANS / RWG100**
F – 16	Reflective Mechanics Gloves -XLG	Dozen	**$96.12**	**RADIANS / RWG100**
	TOTAL		**$976.77**	

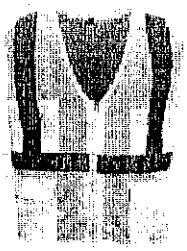
27.7 Section G– Safety Vest

Section G —Safety **Vest Must be ANSI Compliant**

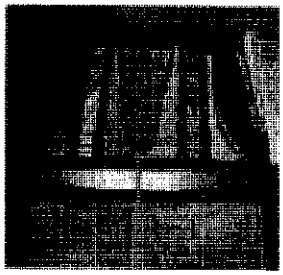
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
G- 1	L /XL Surveyors Safety Vest$ Ergodyne	Each	**$7.17**	**RADIANS / SV22-2ZGM**
G-2	2XL Surveyors Safety Vest. Ergodyne	Each	**$7.17**	**RADIANS / SV22-2ZGM**
G- 3	3XL Surveyors Safety Vest. Ergodyne	Each	**$7.17**	**RADIANS / SV22-2ZGM**
G- 4	Large Poly/cotton Safety Vest Non ANSI compliant	Each	**$6.92**	**RADIANS / SV27-2ZGM**
G-5	Large Class 11 Safety Vest	Each	**$6.92**	**RADIANS / SV27-2ZGM**
G-6	XL Class 11 Safety Vest	Each	**$6.92**	**RADIANS / SV27-2ZGM**
G-7	2XL Class 11 Safety Vest	Each	**$6.92**	**RADIANS / SV27-2ZGM**
G-8	3XL Class II Safety Vest	Each	**$6.92**	**RADIANS / SV27-2ZGM**

G- 9	Large Class II Safety Vest with two double lines	Each	**$10.26**	**RADIANS / SV8**
G-10	XL Class II Safety Vest with two double lines	Each	**$10.26**	**RADIANS / SV8**
G-11	2XL Class II Safety Vest with two double lines	Each	**$10.26**	**RADIANS / SV8**
G-12	3XL Class II Safety Vest with two double lines	Each	**$10.26**	**RADIANS / SV8**
	TOTAL		**$97.15**	

ANSI Class 2 vests shall have a minimum of 775 square inches of background material and a minimum of 201 square inches of retro reflective material (1.375 **inch reflective stripes).** These sleeveless vests are required for workers on sites around traffic going 25 mph or higher and workers near heavy machinery.



R&R Industries, Inc or approved equal.
Class 2 / level 2
Style: V200L
RRI # 128452
RN# 73907
Lime vest with silk screened 2" above horizontal stripe on back of the vest



Ergodyne- Glowear, High Visibility Vest
Item Model: BI-V320, Model #: 8229Z or approved equal, Lime

ANSI- Compliant Surveyor vest - Polyester mesh (3.3 oz)
Zipper closure
2" level 2 ANSI-Compliant reflective material
Reflective set on 4.5" contrasting color background
Pockets: One, Inside
Colors: Lime, Orange

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.8 Section H– Safety Glasses
All safety glasses provided shall comply with ANSI / Z80.3 - 2008, Nonprescription Sunglasses and Fashion Eyewear - Requirements

Section H – Safety Glasses

Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H-1	Smoke lens; wrap around safety glasses	Dozen	**$33.12**	**RADIANS / CB0120ID**
H-2	Smoke frame; wrap around safety glasses	Dozen	**$33.12**	**RADIANS / CB0120ID**
H-3	Smoke lens; wrap around camo frame safety glasses	Dozen	**$61.08**	**RADIANS / AP4-21 (ANTI-FOG)**
H-4	Grey wrap around safety glasses	Dozen	**$33.12**	**RADIANS / CB0120ID**
H-5	Clear lens wrap around safety glasses	Dozen	**$28.08**	**RADIANS / CB0110ID**
H-6	Clear , wrap around protective glasses for traffic guards	Dozen	**$28.08**	**RADIANS / CB0110ID**
H-7	Dark lens safety glasses	Dozen	**$11.04**	**RADIANS / MR0120ID**
H-8	Amber lens safety glasses	Dozen	**$11.04**	**RADIANS / MR0140ID**
H-9	Platinum clear safety glasses	Dozen	**$11.04**	**RADIANS / MR0110ID**
H-10	Smoke lens safety glasses for Traffic Guards	Dozen	**$41.04**	**RADIANS / T72-20R**
H – 11	Dewalt Contractor Pro Safety Glasses	Dozen	**$25.92**	**RADIANS / DPG103-1D**
	TOTAL		**$316.68**	

27.9 Section I– Rubber Boots

Section I — Rubber Boots

Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
I-1	Steel toe rubber boots (Black) Sizes: 7 - 14	Each	**$14.63**	**ON GUARD / 86606**
I-2	Steel toe water boots (Black)	Each	**$14.63**	**ON GUARD / 86606**
I-3	Chest waders Sizes: 7-12	Each	$ NO BID	
I- 4	Steel toe chest waders Sizes: 7-12	Each	$ NO BID	
	TOTAL		$ 29.26	

**********Bid Price Schedule Section must be completely filled out in order to be considered***

27.10 Section J– Hard Hat & Mask

Section J — Hard Hat & Mask				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
J–1	White full brim hard hat	Each	**$11.34**	**RADIANS / QHR4-WHITE**
J–2	White full brim ratchet hard hat	Each	**$11.34**	**RADIANS / QHR4-WHITE**
J–3	Green full brim hard hat	Each	**$11.34**	**RADIANS / QHR4-GREEN-HV**
J–4	Blue full brim hard hat	Each	**$11.34**	**QHR4-BLUE**
J–5	MSA V-Guard hard hat: 4-Point Staz-on Pin lock	Each	**NO BID**	
J–6	Protected head cap	Each	**$8.79**	**E.R.B / 19400** (BLUE CAP)
J–7	Ergodyne Chill-Its Dew Rag: Stars & Stripes	Each	**$3.23**	**E.R.B / 19703**
J-8	Ergodyne Chill-Its Dew Rag: Camouflage	Each	**$3.23**	**E.R.B / 19702**
J – 9	Ergodyne Chill-Its Dew Rag: Flames	Each	**NO BID**	
J – 10	Clear lens face shields	Each	**$2.03**	**RADIANS / V40815-CP**
J – 11	3M Particulate respirator 8210, N95	Box	**$16.20**	**E.R.B / 13515**
J – 12	3M Respirator respirator 8200, N95	Box	**$11.87**	**E.R.B / 13513**
J – 13	STIHL 0000 886 0210 Landscaper Brush Shield Protector	Each	**$18.45**	**KIMBERLY-CLARK / 29081** **RADIANS / HG410A4** (2 ACCESSORIES)
	TOTAL		**$109.16**	

Section J- Hard Hat & Mask: Full Brim Hat with

3M Particulate respirator 8510, N95:

- Adjustable M-Nose clip
- Braided headband
- 3M Proprietary filter media
- Fluid resistant passes the highest level of fluid resistance at 160mm H

3M Respirator respirator 8200, N95:

- Low cost N95
- Suggested for grinding, sanding, sweeping and other dust operation
- Adjustable nose clip, two-strap design and dual point attachment to help provide a secure fit
- Electrostatic ally charged microfibers are designed for ease for breathing

STIHL 0000 886 0210 Landscaper Brush Shield Protector:

- Developed for users of clearing saws, trimmers, and brush cutters
- Epoxy-coated full face screen
- Comfortable
- Adjustable hearing protectors
- Noise reduction rating of 25 decibels

27.11 Section K– Other Safety Supplies

Section K — Other Safety Supplies				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
K – 1	Knee pads	Each	**$14.25**	**ALLEGRO / 7103**
K–2	Neck & Shoulder protection	Each	**NO BID**	
K–3	Bionic face shield	Each	**$8.78**	**RADIANS/ HG400 / V40815-CP**
K–4	25LB Cotton rags	Case	**$48.60**	**NEW PIG / WIP589** (COLORED RAGS)
K–5	XL Tyvek Disposable coveralls hood & boots	Each	**$2.67**	**KEYSTONE / CVL-KG-B**
K–6	Wasp & Hornet killer	Each	**NO BID**	
	TOTAL		**$74.30**	

27.12 Section L – Shovels & Brooms

Section L — Shovels & Brooms				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
L – 1	16" Synthetic street brooms with handle	Each	**NO BID**	
L – 2	Round point shovel	Each	**NO BID**	
L – 3	16" Sharp shooter	Each	**NO BID**	
L – 4	Square point shovel	Each	**NO BID**	
L – 5	D Handle aluminum scoop shovel	Each	**NO BID**	
L – 6	16" Heavy duty street brooms with handle	Each	**NO BID**	
L – 7	Angle broom	Each	**NO BID**	
	TOTAL		**NO BID**	

Genuine Joe Angle Broom: 12" Wide
- Ideal for use in malls, restaurants and lobbies
- Bristles trap fine particles and will not stain, discolor or absorb odors

Aluminum Scoop D Handle:
- Blade Length = 19 in
- Blade Width = 15 1/4 in
- Capacity Volume = 4.50 cu ft
- Handle Type = Cushion D-Grip
- Overall Blade Material = Aluminum
- Blade Handle Material = White Ash

27.13 Section M – Grease and Lube

Section M — Grease & Lube				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
M – 1	Mystik JT-6 Grease	Each	**NO BID**	
M – 2	Mystik JT-6 Grease high temp.	Each	**NO BID**	
M – 3	Grease gun flex hose #500-E	Each	**NO BID**	
M-4	Grease gun ridged pipe #500	Each	**NO BID**	
M- 5	Red RTV silicone #81409	Case	**NO BID**	
M- 6	Clear RTV silicone: #S00010	Case	**NO BID**	
M- 7	CRC Super penetrant 12 pack Item #EW12386Z	Case	**NO BID**	
M - 8	Absorbent oil pad ENR 300 15"x19"	100/Case	**$77.93**	**NEW PIG / MAT454**
	TOTAL		**$77.93**	

27.14 Section N - Ladders

Section N - Ladders				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
N – 1	Extend - Climb-8-ft-Telescoping-Aluminum-Extension-Ladder-with-225-lb-Load-Capacity-Type-II-Duty-rating-	Each	**NO BID**	
N–2	24 ft. Fiberglass Extension Ladder with 300 lb. Load Capacity Type IA Duty Rating	Each	**NO BID**	
N – 3	8' Type IAA Fiberglass Electricians Job Station	Each	**NO BID**	
N – 4	8' Type IAA Fiberglass Contractor Job Station	Each	**NO BID**	
	TOTAL		**NO BID**	

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.15 Section O – Tools

Section O- Tools				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
O–1	16" Pound sledge hammer	Each	**NO BID**	
O–2	Rock Pick hammer	Each	**NO BID**	
O–3	Ball Pin hammer	Each	**NO BID**	
O- 4	17 Pc ½ Dr. Socket set commercial grade	Set	**NO BID**	
O–5	21 Pc ¼ Dr. Socket set, commercial grade	Set	**NO BID**	
O-6	170 Pc Tool set, heavy duty commercial grade	Set	**NO BID**	
O–7	72" San Angelo bar	Each	**NO BID**	
O–8	Pick Mattock with fiberglass handle	Each	**NO BID**	
O–9	3 PC Channel locking pliers set	Set	**NO BID**	
O – 10	3 PC Packing hook set	Set	**NO BID**	
O – 11	3 PC Vice grip set	Set	**NO BID**	
O – 12	30" Bolt cutter	Each	**NO BID**	
O – 13	36" Asphalt lutes	each	**NO BID**	
O – 14	24" Squeegees with handle: #4124	Each	**NO BID**	
O – 15	Machete with plastic handle: M24	Each	**NO BID**	
O – 16	Fire hydrant wrenches	Each	**NO BID**	
O – 17	7 ½ yellow umbrellas	Each	**NO BID**	
O – 18	Pruning loppers	Each	**NO BID**	
O – 19	Magnolia Brush Shoe Handle Wire Scratch Brushes: Item # MGB 455-4-SC	Each	**NO BID**	
O – 20	Trash picker	Each	**NO BID**	
	TOTAL		**NO BID**	

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.16 Provide discount pricing for other safety items not specifically listed in the bid schedules:

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	30 %	30% to be deducted
Discount from List (percentage)	%	from all merchandise we carry and
Medium provided: (electronic, internet, etc.)		not listed in schedule.
Catalogue:		

Owner/President Name: **Agustin Lozoya del Hierro**

Company Address: **2408 Jacaman Road. Ste.A**

City, State, Zip Code: **Laredo, TX 78041**

Company Authorized Representative's Signature: _____

Company Representative's Name: **Agustin Lozoya del Hierro**

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

28.0 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.

Name of Vendor | Signature | Date 01/18/17

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.

☐ **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.)

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 offic er named in this section.

Signature of person doing business with the governmental entity | Date

29.0 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 **Agustin Lozoya del Hierro**
(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 18th day of Jan. 20 17.

TAMMY RAMIREZ
Notary Public, State of Texas
My Commission Expires
November 17, 2018

Tammy Ramirez
Notary Public

My commission expires:
11/17/2018

City of Laredo
Discretionary Contracts Disclosure

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

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

***1. Name of person submitting this disclosure form.**

First: Agustin M.I. ___ Last: Lozoya del Hierro Suffix: ___

***2. Contract Information.**

a) Contract or project name: FY17-024

b) Originating department: Finance Department Purchasing Division

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Agustin Lozoya del Hierro
Laredo Safety Products Inc.

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Agustin Loaiza del Hierro Title: President

Company Name or DBA: Laredo Safety Products Date: 01/18/17

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

31.0 Tab E

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Laredo Safety Products Inc.

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.**
80-07758248

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.

TAMMY RAMIREZ
Notary Public, State of Texas
My Commission Expires
November 17, 2018

Signature of authorized agent of contracting business entity

SWORN TO AND SUBSCRIBED IN THIS OFFICE, by the said Agustin Lozoya del Hierro this the 18th day of January 20 17, to certify which, witness my hand and seal of office

Tammy Ramirez — Tammy Ramirez

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of safety supplies for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 26, 2017** and all bids received will be **opened** and read publicly on **January 27, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Safety Supplies - Various Departments
FY17-024

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF JANUARY 2017.

FOR:

Heberto "Beto" L. Ramirez
Acting City Secretary

Advantage Supply
P.O. Box 471103
Fort Worth, TX 76147

PRIORITY MAIL
TRACKED INSURED
UNITED STATES POSTAL SERVICE.
For Domestic Use Only
Label 107R, July 2013

CITY OF LAREDO – CITY SECRETARY
C/O Herberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, TX 78042-0579

BID: SAFETY SUPPLIES CONTRACT
FY17-024

UNITED STATES POSTAL SERVICE. Retail

P

US POSTAGE PAID
$7.10

Origin: 76109
Destination: 78042
0 Lb 4.10 Oz
Jan 23, 17
4832470185-01

1006

PRIORITY MAIL ®2-Day

Expected Delivery Day: 01/25/2017 B100

USPS TRACKING NUMBER

9505 5134 8227 7023 0714 87

(LATE KE)

RECEIVED
2017 JAN 27 PM 2:44
CITY SECRETARY'S OFFICE

RECEIVED
OCT 15 2015
CITY SECRETARY'S OFFICE

Mayor Pro Tem Jeff Wood
Councilmember Kathy Campbell
Councilmember Jim Kachtik
Councilmember Jody Sears
Councilmember Jim Lane
Councilmember Jim Ross
Councilmember Jim Swafford
Councilmember Jim Wood
Councilmember Jim Wood
Councilmember Jim Wood

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

SAFETY SUPPLIES CONTRACT
CITY OF LAREDO DEPARTMENTS

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 an annual contract for the purchase of safety supplies for various City of Laredo Departments.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 26, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 27, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract
FY17-024

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of safety supplies for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 26, 2017** and all bids received will be **opened** and read publicly on **January 27, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Safety Supplies - Various Departments
FY17-024

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF JANUARY 2017.

FOR:
Heberto "Beto" L. Ramirez
Acting City Secretary

18.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are working days from date of order. Bidder's business hours: From: 9:00 a.m. to 7:00 p.m.
Days of week: MONDAY-FRIDAY

19.0 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 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.

19.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded based on Best Value** to the 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 a primary vendor and multiple secondary vendors.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.0 Bid Evaluation

The City of Laredo may accept and order negotiations with the selected proponent, or may reject the recommendation and order the re-issuance of another bid.

21.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.

21.2 Multiple contacts will be awarded for those items specifically listed on this bid sheet. A Primary and Secondary vendors will be selected for all other general safety supplies products not specifically listed. For all orders less than $ 1,500.00, the department has the authority to select between the primary and secondary vendors.

21.3 In determining the best value for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

21.4 The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

22.2 Section I - Overview of Company The reputation of the bidder; overview of company, business strategy It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, financial viability and structure.

22.2.1 Provide an overview of your company.

22.2.2 Estimated delivery time upon receipt of order # 7-10 working days.

22.2.3 Feedback from existing clients. Provide a minimum of three references

	Name of Business	Contact Representative	Phone Number
1.)	UISD	MR MIGUEL CARDENAS	956-473-7958
2.)			
3.)			

22.3 Section II An evaluation of the pricing to the City of Laredo.
Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

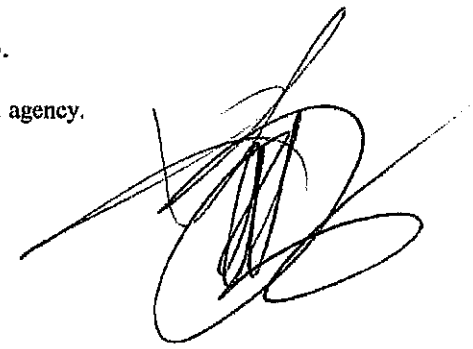
22.3.1 Price Schedule
Provide proposed pricing for all the services listed.

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	N/A %	
Discount from List (percentage)	VARY %	DOZEN - PRICE
Medium provided: (electronic, internet, etc.)	ELECTRONIC	
Catalogue:	CATALOG	

22.4 Section III-Bidders Past Relationship with the City of Laredo.

22.4.1 Describe you past business relationship with the City of Laredo.
Safety Supplies vendor since 1990

22.4.2 Describe you past business relationships with any other governmental agency.
City of Laredo, UISD, Webb County, US CBP.



26.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) SAFE-T-SUPPLIES DBA

Signature of person authorized to sign bid _____ Date 1-20-2017

Print Name of person authorized to sign bid JUAN SANCHEZ

Title: OWNER

Business Address: 5812 MCPHERSON RD

City, State, Zip Code: LAREDO TX 78041

Telephone Number: 956-740-7146 Fax Number: NA

Contact Person Email Address: safetysupplieslaredo@hotmail.com

Federal Tax ID Number: 20-5959962

Bidders Principal/Corporate Place of Business Address: 5812 mcpherson rd

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship X Other: _____

If other state business status: _____

State how long under its present business name: 5 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 / XX.

Is any litigation pending against the Business? Yes / XX

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / XX
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 / XX

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 / XX

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / XX

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 / XX

Is the Business in arrears in any contract or debt? Yes / XX

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / XX

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / XX

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

27.0 **Tab B Price Schedule**
The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

27.1 Section A- Electrical Extension Cords

Section A – Electric Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	12/3 x 100' Extension cord	Each	$ 69.97	HUSKY100-SJTW
A - 2	12/3 x 25' Extension cord	Each	$ 19.97	HUSKY 25-SJTW
A - 3	12/3 X 50'' Extension cord	Each	$ 29.97	HUSKY 50-SJTW
A - 4	14" Black cable ties	Each	$ 0.97	CE-14UV-BLACK
A – 5	16 Gauge tie wire	Each	$ 3.97	
A – 6	25' Extension cord	Each	$ 19.97	HUSKY 25-SJWT
	TOTAL		$ 144.82	20% DISCOUNT 12 +

27.2 Section B – Raincoats
3 Piece with Silk Screen – Rain suits must include a jacket, detachable hood and bib-overall. The suite must be made of rugged, 210 denier nylon scrim base that is double-coated with PVC that forms a 0.288-mm thick material. Suits must have Rip stop reinforcements. The seams must be leaking resistant and heat-sealed. The plastic hardware must be nonconductive. The color of raincoats must be yellow. Must be available in men's chest sizes 38-56. River City Protective Wear # 3003 or approved equal.

RIVERCITY #3003

Section B – Raincoats				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B- 1	Raincoat LG	Each	$ 99.97	TINGLEY ICON 48 # 11652-L
B - 2	Raincoat LG with Hoodie	Each	$ 99.97	11652-L
B – 3	Raincoat XLG	Each	$ 109.97	11652-XL
B- 4	Raincoat XXLG	Each	$ 119.97	11652-2XL
B- 5	Raincoat XXXLG	Each	$ 139.97	11652-3XL
	TOTAL		$ 569.85	10% DISCOUNT PER CASE 12-CT

$19.95
$19.95
$24.95
$26.95
$27.95
TTL $119.75

Hooded Raincoat LG

27.3 Section C – Chains & Ratchets

Section C — Chains & Ratchets				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
C – 1	3/8" x 200' Grade 40 chain	Each	$ 557.90	
C – 2	3/8" Ratchet load binders	Each	$ 89.90	
C – 3	3/8" x 20' Chain binder	Each	$ 94.90	
C – 4	5' Ratchet hoist	Each	$ 377.00	
C – 5	2" x 27' Ratchet tie down with strap: Item: 04622	Each	$ 39.00	
C – 6	9/16" Combination ratchet wrench	Each	$ 59.00	
	TOTAL		$1,217.70	10% DISCOUNT 10+

27.4 Section D – Traffic Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual on Uniformed Traffic Control Device System regulations.

27.4.1 Wide body traffic cone with 2 reflective collars, (top collar to be 6 inches and bottom collar to be 4 inches) Work Area #28 PVC-TLHRSL-6RFL-4, JBC Safety or approved equal.

27.4.2 Plain wide body traffic cone, Work Area # 28 PVCTLH, JBC Safety or approved equal.

Section D- Traffic Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	Heavy Duty, 28" traffic cones with two, diamond grade, reflective collars (top collar to be 6 inches and bottom collar to be 4 inches)	Each	$ 29.95	JBC
D - 2	Heavy Duty, 28", plain wide body traffic cones without collars	Each	$ 21.00	
D – 3	48x48 Roll up sign "BE PREPARED TO STOP"	Each	$ 79.95 ~~137.90~~	ENGINEER GRADE ~~DIAMOND GRADE~~
D – 4	4'x100' Orange safety fence	Each	$ 49.95	4'X100'
D – 5	Roll up sign stands	Each	$ 79.95	
D – 6	Marking wands	Each	$ 13.90	
D – 7	Safety barrels with rings	Each	$ 89.90	
	TOTAL		$ 484.35	20% DISCOUNT PER 200-CT

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.5 Section E– First Aid & Safety Equipment

Section E – First Aid & Safety Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E – 1	First Aid construction kit	Each	$ 57.90	50 PERSON
E – 2	First Aid cabinet for construction kit	Each	$ 39.95	25 PERSON
E – 3	Vehicle first aid construction kit (metallic box)	Each	$ 49.95	50 PERSON
E – 4	Large Latex Gloves	Case	$ 14.90	#8589 SEE DISCOUNT CHART /Case
E – 5	X Large Latex Gloves	Case	$ 15.90	NITRILE #8589 /Case
E – 6	Airsoft reusable ear plugs 30 decibals	Box	$ 113.00	100-CT #31398
	TOTAL		$ 291.60	30% DISCOUNT PER BOX

27.6 Section F– Gloves

Leather Palm Gloves, double palm as per specs. -No approved equal (by dozen)
Leather Palm Gloves MCR 12 11J Manufacture: Memphis Gloves, Size Large

Section F — Gloves				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
F – 1	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, MEDIUM.	Dozen	$ 94.90	6027
F – 2	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, Large.	Dozen	$ 99.90	6027-L
F – 3	Hyflex Gloves	Dozen	$ 29.95	
F – 4	XLG Mustang Leather Palm Gloves	Dozen	$ 99.90	1935-L
F – 5	XLG Mustang Premium leather gloves	Dozen	$ 99.90	1935-XL
F – 6	Double palm leather gloves; size Large	Dozen	$ 27.90	1550
F – 7	Med. Driver Gloves w/strap	Dozen	$ 118.90	6027
F – 8	Med. Mustang premium leather gloves	Dozen	$ 119.90	2410

F – 9	Medium drivers leather gloves w/pull strap	Dozen	$ 119.90	2410-M
F – 10	Medium leather gloves with strap	Dozen	$ 119.90	2410-STM
F – 11	Large leather driver gloves	Dozen	$ 99.90	
F – 12	Large mustang leather palm gloves	Dozen	$ 99.90	
F – 13	Mustang premium leather gloves Large	Dozen	$ 99.90	
F – 14	Reflective Mechanic Gloves -Large	Dozen	$ 119.90	
F – 15	Reflective Mechanics Gloves	Dozen	$ 117.90	
F – 16	Reflective Mechanics Gloves -XLG	Dozen	$ 126.90	
	TOTAL		$ 1495.55	25% DISCOUNT PER DOZEN

27.7 Section G– Safety Vest

VEST /short sleeve

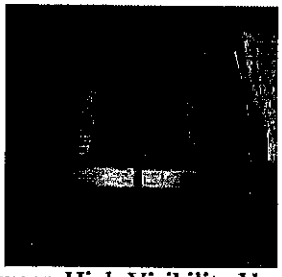
Section G —Safety Vest Must be ANSI Compliant					#192606
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item	
G- 1	L /XL Surveyors Safety Vest Ergodyne	Each	$ 20.99	30812-L 30812-XL	$29.95
G - 2	2XL Surveyors Safety Vest. Ergodyne	Each	$ 21.99	30812-2XL	$30.95
G- 3	3XL Surveyors Safety Vest. Ergodyne	Each Each	$ 23.99	30812-3XL	$31.95
G- 4	Large Poly/cotton Safety Vest Non ANSI compliant	Each	$ 7.90	ONE SIZE FITS ALL SVSOF	
G - 5	Large Class 11 Safety Vest	Each	$ 19.90	2446-L	
G - 6	XL Class 11 Safety Vest	Each	$ 20.90	2446-XL	
G - 7	2XL Class 11 Safety Vest	Each	$ 21.90	2446-2XL	
G - 8	3XL Class II Safety Vest	Each	$ 23.90	2446-3XL	

TOTAL $161.47 20% DISCOUNT PER DOZEN 20% disc/dz

G- 9	Large Class II Safety Vest with two double lines	Each	$ 17.90	SOFTMESH2326-L
G-10	XL Class II Safety Vest with two double lines	Each	$ 17.90	SOFTMESH2326-XL
G-11	2XL Class II Safety Vest with two double lines	Each	$ 17.90	SOFTMESH-2326-2XL
G-12	3XL Class II Safety Vest with two double lines	Each	$ 17.90	SOFTMESH-2326-3XL
	TOTAL		$ 71.96	20% DISCOUNT PER DOZEN

ANSI Class 2 vests shall have a minimum of 775 square inches of background material and a minimum of 201 square inches of retro reflective material (**1.375 inch reflective stripes**). These sleeveless vests are required for workers on sites around traffic going 25 mph or higher and workers near heavy machinery.

R&R Industries, Inc or approved equal.
Class 2 / level 2
Style: V200L
RRI # 128452
RN# 73907
Lime vest with silk screened 2" above horizontal stripe on back of the vest



Ergodyne- Glowear, High Visibility Vest
Item Model: BI-V320, Model #: 8229Z or approved equal, Lime

ANSI- Compliant Surveyor vest - Polyester mesh (3.3 oz)
Zipper closure
2" level 2 ANSI-Compliant reflective material
Reflective set on 4.5" contrasting color background
Pockets: One, Inside
Colors: Lime, Orange

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.8 Section H– Safety Glasses

All safety glasses provided shall comply with ANSI / Z80.3 - 2008, Nonprescription Sunglasses and Fashion Eyewear - Requirements

Section H – Safety Glasses				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H-1	Smoke lens; wrap around safety glasses	Dozen	$ 39.90	
H-2	Smoke frame; wrap around safety glasses	Dozen	$ 39.90	
H-3	Smoke lens; wrap around camo frame safety glasses	Dozen	$ 49.90	
H-4	Grey wrap around safety glasses	Dozen	$ 39.90	
H-5	Clear lens wrap around safety glasses	Dozen	$ 39.90	
H-6	Clear , wrap around protective glasses for traffic guards	Dozen	$ 29.90	
H-7	Dark lens safety glasses	Dozen	$ 59.90	
H-8	Amber lens safety glasses	Dozen	$ 49.90	
H-9	Platinum clear safety glasses	Dozen	$ 69.90	
H-10	Smoke lens safety glasses for Traffic Guards	Dozen	$ 29.90	
H – 11	Dewalt Contractor Pro Safety Glasses	Dozen	$ 47.90	
	TOTAL		$ 496.90	30% DISCOUNT PER CASE-144CT

27.9 Section I– Rubber Boots

Section I — Rubber Boots				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
I-1	Steel toe rubber boots (Black) Sizes: 7 - 14	Each	$ 33.90	TINGLEY 151108 15" (KNEE)
I-2	Steel toe water boots (Black)	Each	$ 118.90	SERVUS -38751 FULL HIP
I-3	Chest waders Sizes: 7-12	Each	$ 97.90	91820
I- 4	Steel toe chest waders Sizes: 7-12	Each	$ 186.90	#2551 MEN'S
	TOTAL		$ 437.60	15% DISCOUNT PER DOZEN

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.10 Section J– Hard Hat & Mask

Section J — Hard Hat & Mask				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
J – 1	White full brim hard hat	Each	$ 23.90	MSA-6958
J – 2	White full brim ratchet hard hat	Each	$ 23.90	
J – 3	Green full brim hard hat	Each	$ 23.90	
J – 4	Blue full brim hard hat	Each	$ 23.90	
J – 5	MSA V-Guard hard hat: 4-Point Staz-on Pin lock	Each	$ 17.90	
J – 6	Protected head cap	Each	$ 12.95	
J – 7	Ergodyne Chill-Its Dew Rag: Stars & Stripes	Each	$ 6.20	
J – 8	Ergodyne Chill-Its Dew Rag: Camouflage	Each	$ 8.40	
J – 9	Ergodyne Chill-Its Dew Rag: Flames	Each	$ 8.40	
J – 10	Clear lens face shields	Each	$ 13.00	
J – 11	3M Particulate respirator 8510, N95	Box	$ 29.60	
J – 12	3M Respirator respirator 8200, N95	Box	$ 19.90	
J – 13	STIHL 0000 886 0210 Landscaper Brush Shield Protector	Each	$ 87.70	
	TOTAL		$ 299.75	25% DISCOUNT

Section J- Hard Hat & Mask: Full Brim Hat with

3M Particulate respirator 8510, N95:

- Adjustable M-Nose clip
- Braided headband
- 3M Proprietary filter media
- Fluid resistant passes the highest level of fluid resistance at 160mm H

3M Respirator respirator 8200, N95:

- Low cost N95
- Suggested for grinding, sanding, sweeping and other dust operation
- Adjustable nose clip, two-strap design and dual point attachment to help provide a secure fit
- Electrostatic ally charged microfibers are designed for ease for breathing

STIHL 0000 886 0210 Landscaper Brush Shield Protector:

- Developed for users of clearing saws, trimmers, and brush cutters
- Epoxy-coated full face screen
- Comfortable
- Adjustable hearing protectors
- Noise reduction rating of 25 decibels

27.11 Section K– Other Safety Supplies

Section K — Other Safety Supplies				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
K – 1	Knee pads	Each	$ 16.75	
K – 2	Neck & Shoulder protection	Each	$ 11.00	
K – 3	Bionic face shield	Each	$ 33.70	23964 HONEYWELL
K – 4	25LB Cotton rags	Case	$ 127.90	6386
K – 5	XL Tyvek Disposable coveralls hood & boots	Each	$ 17.90	24162 + 1718
K – 6	Wasp & Hornet killer	Each	$ 9.00	RAID 20 OZ
	TOTAL		$ 216.25	30% DISCOUNT PER DOZEN

27.12 Section L – Shovels & Brooms

Section L — Shovels & Brooms				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
L – 1	16" Synthetic street brooms with handle	Each	$ 21.00	PUSH BROOM BULLDOZER
L – 2	Round point shovel	Each	$ 29.90	
L – 3	16" Sharp shooter	Each	$ 19.90	
L – 4	Square point shovel	Each	$ 29.90	
L – 5	D Handle aluminum scoop shovel	Each	$ 39.90	
L – 6	16" Heavy duty street brooms with handle	Each	$ 26.00	
L – 7	Angle broom	Each	$ 17.00	
	TOTAL		$ 183.60	30% DISCOUNT

Genuine Joe Angle Broom: 12" Wide
- Ideal for use in malls, restaurants and lobbies
- Bristles trap fine particles and will not stain, discolor or absorb odors

Aluminum Scoop D Handle:
- Blade Length = 19 in
- Blade Width = 15 1/4 in
- Capacity Volume = 4.50 cu ft
- Handle Type = Cushion D-Grip
- Overall Blade Material = Aluminum
- Blade Handle Material = White Ash

27.13 Section M – Grease and Lube

Section M — Grease & Lube				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
M – 1	Mystik JT-6 Grease	Each	$ 3.90	
M – 2	Mystik JT-6 Grease high temp.	Each	$ 3.90	
M – 3	Grease gun flex hose #500-E	Each	$ 67.00	
M – 4	Grease gun ridged pipe #500	Each	$ 49.00	
M- 5	Red RTV silicone #81409	Case	$ 37.00	PERMATEX RED
M- 6	Clear RTV silicone: #S00010	Case	$ 47.00	PERMATEX CLEAR
M- 7	CRC Super penetrant 12 pack Item #EW12386Z	Case	77.00	
M - 8	Absorbent oil pad ENR 300 15"x19"	Case	$ 79.00	
	TOTAL		$ 363.80	30% DISCOUNT

27.14 Section N - Ladders

Section N - Ladders				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
N – 1	Extend - Climb-8-ft-Telescoping-Aluminum-Extension-Ladder-with-225-lb-Load-Capacity-Type-II-Duty-rating-	Each	$ 189,00	WERNER
N – 2	24 ft. Fiberglass Extension Ladder with 300 lb. Load Capacity Type IA Duty Rating	Each	$ 290.00	
N - 3	8' Type IAA Fiberglass Electricians Job Station	Each	$ 227.00	
N - 4	8' Type IAA Fiberglass Contractor Job Station	Each	$ 237.00	
	TOTAL		$ 943.00	20% DISCOUNT PER UNIT

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.15 Section O – Tools

Section O- Tools				
Item #	Description	UOM	Unit Price	Brand / Stock Number of
O – 1	16" Pound sledge hammer	Each	$ 26.50	TRUPPER
O – 2	Rock Pick hammer	Each	$ 24.90	
O – 3	Ball Pin hammer	Each	$ 25.50	VAUGHN
O- 4	17 Pc ½ Dr. Socket set commercial grade	Set	$ 99.70	
O – 5	21 Pc ¼ Dr. Socket set, commercial grade	Set	$ 44.00	
O - 6	170 Pc Tool set, heavy duty commercial grade	Set	$ 235.00	
O – 7	72" San Angelo bar	Each	$ 55.00	
O – 8	Pick Mattock with fiberglass handle	Each	$ 39.90	
O – 9	3 PC Channel locking pliers set	Set	$ 57.00	
O – 10	3 PC Packing hook set	Set	$ 57.00	
O – 11	3 PC Vice grip set	Set	$ 59.00	
O – 12	30" Bolt cutter	Each	$ 285.00	
O – 13	36" Asphalt lutes	each	$ 55.00	
O – 14	24" Squeegees with handle: #4124	Each	$ 38.00	
O – 15	Machete with plastic handle: M24	Each	$ 26.90	
O – 16	Fire hydrant wrenches	Each	$ 69.00	
O – 17	7 ½ yellow umbrellas	Each	$ 129.00	
O – 18	Pruning loppers	Each	$ 119.00	16 ft
O – 19	Magnolia Brush Shoe Handle Wire Scratch Brushes: Item # MGB 455-4-SC	Each	$ 7.75	
O – 20	Trash picker	Each	$ 27.70	EZ REACH
	TOTAL		$ 1480.85	30% DISCOUNT PER UNIT

***********Bid Price Schedule Section must be completely filled out in order to be considered***

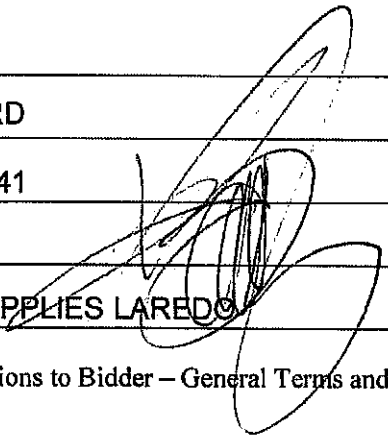
27.16 Provide discount pricing for other safety items not specifically listed in the bid schedules:

List Proposed Format		
Fixed Price Schedule		LISTED
Cost Plus percentage	NA %	
Discount from List (percentage)	VARY FROM %	DOZEN TO CASE
Medium provided: (electronic, internet, etc.)	ELECTRONIC	
Catalogue:	CATALOG ON LINE	

Owner/President Name: JUAN G SANCHEZ

Company Address: 5812 MCPHERSON RD

City, State, Zip Code: LAREDO TEXAS 78041

Company Authorized Representative's Signature: 

Company Representative's Name: SAFE-T-SUPPLIES LAREDO

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

[XX] 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.

SAFE T SUPPLIES JUAN SANCHEZ — 1-20-2017
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.**

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 1/20/17

29.0 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 JUAN SANCHEZ
(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 25TH day of JAN 2017.

Dianna G Rodriguez
Notary Public

My commission expires:

APRIL 22, 2019

DIANNA G RODRIGUEZ
My Commission Expires
April 22, 2019

30.0 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 of the City's Ethics Code.
***This is a XX New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: JUAN M.I. G Last: SANCHEZ Suffix: _____

***2. Contract Information.**

a) Contract or project name: FY17-024

b) Originating department: PURCHASING

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

ALL CITY WIDE DEPARTMENTS (CITY OF LAREDO TEXAS)

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

XX Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

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

XX 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 have been retained to assist in seeking this contract.**

XX Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: JUAN SANCHEZ **Title:** OWNER

Company Name or DBA: SAFE T SUPPLIES **Date:** 1-20-2017

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

31.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

SAFET T SUPPLES

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 TEXAS

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.**

20-5959717

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXX	XXXXXXX

5 **Check only if there is NO Interested Party.** XX

6 AFFIDAVIT

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

DIANNA G RODRIGUEZ
My Commission Expires
April 22, 2019

AFFIX NOTARY STAMP

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said JUAN SANCHEZ, this the 25th day of JANUARY, 20 17, to certify which, witness my hand and seal of office.

Dianna Rodriguez — Signature of officer administering oath
DIANNA G. RODRIGUEZ — Printed name of officer administering oath
NOTARY — 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

Eagle Supply Co
P.O. Box 2745
Laredo, Texas 78044

RECEIVED
2017 JAN 26 PM 2:47
CITY SECRETARY'S OFFICE

4

City of Laredo
City Secretary
C/O Heberto (Beto) L. Ramirez

Safety Supplies Contract
FY17-024

26.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) EAGLE Supply Co.

Signature of person authorized to sign bid _____ Date 1-25-16

Print Name of person authorized to sign bid FERNANDO BALLESTEROS JR.

Title: OWNER

Business Address: 3210 E. LOCUST

City, State, Zip Code: LAREDO, TX. 78043

Telephone Number (956) 645-4154 Fax Number: (956) 602-1535

Contact Person Email Address: fb.eagle@yahoo.com

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: 3210 E. LOCUST

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: _____

State how long under its present business name: 7 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

27.0 Tab B Price Schedule

The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

27.1 Section A- Electrical Extension Cords

Section A – Electric Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	12/3 x 100' Extension cord	Each	$ N/B	
A - 2	12/3 x 25' Extension cord	Each	$ N/B	
A - 3	12/3 X 50'' Extension cord	Each	$ N/B	
A - 4	14" Black cable ties	Each	$ .84	# 46-315 UVB
A – 5	16 Gauge tie wire	Each	$ 5.50	Deacero # 5689
A – 6	25' Extension cord	Each	$ N/B	
	TOTAL		$ 5.58	

27.2 Section B – Raincoats

3 Piece with Silk Screen – Rain suits must include a jacket, detachable hood and bib-overall. The suite must be made of rugged, 210 denier nylon scrim base that is double-coated with PVC that forms a 0.288-mm thick material. Suits must have Rip stop reinforcements. The seams must be leaking resistant and heat-sealed. The plastic hardware must be nonconductive. The color of raincoats must be yellow. Must be available in men's chest sizes 38-56. River City Protective Wear # 3003 or approved equal.

Section B – Raincoats				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B- 1	Raincoat LG	Each	$ 7.95	Seattle # 3048-L
B - 2	Raincoat LG with Hoodie	Each	$ 7.95	Seattle # 3048-L
B – 3	Raincoat XLG	Each	$ 7.95	Seattle # 3048-XL
B- 4	Raincoat XXLG	Each	$ 9.95	Seattle # 3048-2XL
B- 5	Raincoat XXXLG	Each	$ 9.95	Seattle # 3048-3XL
	TOTAL		$ 43.75	

Hooded Raincoat LG

27.3 Section C – Chains & Ratchets

Section C — Chains & Ratchets				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
C – 1	3/8" x 200' Grade 40 chain	Each	$550.00	Campbell #018-0612
C – 2	3/8" Ratchet load binders	Each	$ 75.00	Pearless #115125-0658
C – 3	3/8" x 20' Chain binder	Each	$ 75.00	Pearless #5262363
C – 4	5' Ratchet hoist	Each	$375.00	Jet 187666
C – 5	2" x 27' Ratchet tie down with strap: Item: 04622	Each	$ 24.00	Li Fall #04622
C – 6	9/16" Combination ratchet wrench	Each	$ 23.00	Gearwrench #9034
	TOTAL		$1,122.00	

27.4 Section D – Traffic Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual on Uniformed Traffic Control Device System regulations.

27.4.1 Wide body traffic cone with 2 reflective collars, (top collar to be 6 inches and bottom collar to be 4 inches) Work Area #28 PVC-TLHRSL-6RFL-4, JBC Safety or approved equal.

27.4.2 Plain wide body traffic cone, Work Area # 28 PVCTLH, JBC Safety or approved equal.

Section D- Traffic Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	Heavy Duty, 28" traffic cones with two, diamond grade, reflective collars (top collar to be 6 inches and bottom collar to be 4 inches)	Each	$ 19.95	# 30130
D - 2	Heavy Duty, 28", plain wide body traffic cones without collars	Each	$ 15.95	#30101
D – 3	48x48 Roll up sign "BE PREPARED TO STOP"	Each	$ 135.00	# BPS-48R
D – 4	4'x100' Orange safety fence	Each	$ 80.00	#30132
D – 5	Roll up sign stands	Each	$ 139.00	#302206-202
D – 6	Marking wands	Each	$ 28.00	#70403
D – 7	Safety barrels with rings	Each	$ 67.00	#30286T-30286B
	TOTAL		$ 484.90	

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.5 Section E– First Aid & Safety Equipment

Section E – First Aid & Safety Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E – 1	First Aid construction kit	Each	$ N/B	
E – 2	First Aid cabinet for construction kit	Each	$ N/B	
E – 3	Vehicle first aid construction kit (metallic box)	Each	$ N/B	
E – 4	Large Latex Gloves	Case	$ 67.50	Seattle #V700-L 10/Case
E – 5	X Large Latex Gloves	Case	$ 67.50	Seattle #V700-XL 10/Case
E – 6	Airsoft reusable ear plugs 30 decibals	Box	$ 65.00	Howard Light #AS-1
	TOTAL		$ 200.00	

27.6 Section F– Gloves

Leather Palm Gloves, double palm as per specs. -No approved equal (by dozen)
Leather Palm Gloves MCR 12 11J Manufacture: Memphis Gloves, Size Large

Section F — Gloves				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
F – 1	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, MEDIUM.	Dozen	$ 79.00	Seattle #4420-M
F – 2	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, Large.	Dozen	$ 79.00	Seattle #4420-L
F – 3	Hyflex Gloves	Dozen	$ 24.00	Seattle #400
F – 4	XLG Mustang Leather Palm Gloves	Dozen	$ 67.00	Seattle #5220-XL
F – 5	XLG Mustang Premium leather gloves	Dozen	$ 67.00	Seattle #5220-XL
F – 6	Double palm leather gloves; size Large	Dozen	$ 19.95	Seattle #1270P
F – 7	Med. Driver Gloves w/strap	Dozen	$ 79.00	Seattle #4420-M
F – 8	Med. Mustang premium leather gloves	Dozen	$ 67.00	Seattle #5220-M

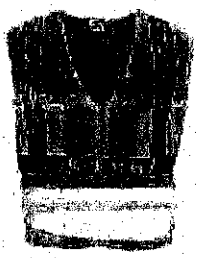
F – 9	Medium drivers leather gloves w/pull strap	Dozen	$ 79.00	Seattle # 4420-M
F – 10	Medium leather gloves with strap	Dozen	$ 79.00	Seattle # 4420-M
F – 11	Large leather driver gloves	Dozen	$ 79.00	Seattle # 4420-L
F – 12	Large mustang leather palm gloves	Dozen	$ 67.00	Seattle # 5220-L
F – 13	Mustang premium leather gloves Large	Dozen	$ 67.00	Seattle # 5220-L
F – 14	Reflective Mechanic Gloves -Large	Dozen	$ 90.00	Seattle # HVGMC-L
F – 15	Reflective Mechanics Gloves	Dozen	$ 90.00	Seattle # HVGMC
F – 16	Reflective Mechanics Gloves -XLG	Dozen	$ 90.00	Seattle # HVGMC-XL
	TOTAL		$1,122.95	

27.7 Section G– Safety Vest

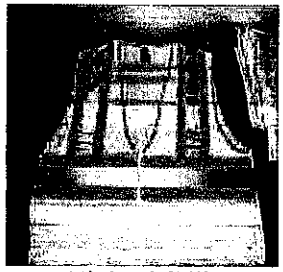
Section G —Safety Vest Must be ANSI Compliant				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
G- 1	L /XL Surveyors Safety Vest Ergodyne	Each	$ 11.95	Seattle # SV02-L
G - 2	2XL Surveyors Safety Vest. Ergodyne	Each	$ 12.95	Seattle # SV02-2XL
G- 3	3XL Surveyors Safety Vest. Ergodyne	Each Each	$ 12.95	Seattle # SV02-3XL
G- 4	Large Poly/cotton Safety Vest Non ANSI compliant	Each	$ 4.50	Seattle # SVG
G - 5	Large Class 11 Safety Vest	Each	$ 7.95	Seattle SV2101P-L
G - 6	XL Class 11 Safety Vest	Each	$ 7.95	Seattle # SV2101P-XL
G - 7	2XL Class 11 Safety Vest	Each	$ 8.85	Seattle # SV2101P-2XL
G - 8	3XL Class II Safety Vest	Each	$ 8.85	Seattle # SV2101P-3XL

G- 9	Large Class II Safety Vest with two double lines	Each	$ 12.95	Seattle #SV017-L
G-10	XL Class II Safety Vest with two double lines	Each	$ 12.95	Seattle #SV017-XL
G-11	2XL Class II Safety Vest with two double lines	Each	$ 12.95	Seattle #SV017-2XL
G-12	3XL Class II Safety Vest with two double lines	Each	$ 12.95	Seattle #SV017-3XL
	TOTAL		$ 127.75	

ANSI Class 2 vests shall have a minimum of 775 square inches of background material and a minimum of 201 square inches of retro reflective material (**1.375 inch reflective stripes**). These sleeveless vests are required for workers on sites around traffic going 25 mph or higher and workers near heavy machinery.



R&R Industries, Inc or approved equal.
Class 2 / level 2
Style: V200L
RRI # 128452
RN# 73907
Lime vest with silk screened 2" above horizontal stripe on back of the vest



Ergodyne- Glowear, High Visibility Vest
Item Model: BI-V320, Model #: 8229Z or approved equal, Lime

ANSI- Compliant Surveyor vest - Polyester mesh (3.3 oz)
Zipper closure
2" level 2 ANSI-Compliant reflective material
Reflective set on 4.5" contrasting color background
Pockets: One, Inside
Colors: Lime, Orange

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.8 Section H– Safety Glasses

All safety glasses provided shall comply with ANSI / Z80.3 - 2008, Nonprescription Sunglasses and Fashion Eyewear - Requirements

Section H – Safety Glasses				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H-1	Smoke lens; wrap around safety glasses	Dozen	$ 35.50	MCR BK112
H-2	Smoke frame; wrap around safety glasses	Dozen	$ 35.50	MCR BK112
H-3	Smoke lens; wrap around camo frame safety glasses	Dozen	$ 69.00	JACKSON #22609
H-4	Grey wrap around safety glasses	Dozen	$ 35.50	MCR BK112
H-5	Clear lens wrap around safety glasses	Dozen	$ 35.50	MCR BK110
H-6	Clear , wrap around protective glasses for traffic guards	Dozen	$ N/B	
H-7	Dark lens safety glasses	Dozen	$ 35.50	MCR BK112
H-8	Amber lens safety glasses	Dozen	$ 69.00	JACKSON 22608
H-9	Platinum clear safety glasses	Dozen	$ 69.00	JACKSON 29112
H-10	Smoke lens safety glasses for Traffic Guards	Dozen	$ N/B	
H – 11	Dewalt Contractor Pro Safety Glasses	Dozen	$ N/B	
	TOTAL		$ 384.50	

27.9 Section I– Rubber Boots

Section I — Rubber Boots				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
I-1	Steel toe rubber boots (Black) Sizes: 7 - 14	Each	$ 17.95	SEATTLE B165T
I-2	Steel toe water boots (Black)	Each	$ N/B	
I-3	Chest waders Sizes: 7-12	Each	$ 115.00	ONGUARD #86066
I- 4	Steel toe chest waders Sizes: 7-12	Each	$ 125.00	ONGUARD #86067
	TOTAL		$ 257.95	

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.10 Section J– Hard Hat & Mask

Section J — Hard Hat & Mask				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
J – 1	White full brim hard hat	Each	$14.95	MSA #454733
J – 2	White full brim ratchet hard hat	Each	$18.95	MSA #475369
J – 3	Green full brim hard hat	Each	$14.95	MSA #454732
J – 4	Blue full brim hard hat	Each	$14.95	MSA #454732
J – 5	MSA V-Guard hard hat: 4-Point Staz-on Pin lock	Each	$18.95	MSA #475369
J – 6	Protected head cap	Each	$9.95	MSA #463942
J – 7	Ergodyne Chill-Its Dew Rag: Stars & Stripes	Each	$5.95	ERGODYNE 12303
J – 8	Ergodyne Chill-Its Dew Rag: Camouflage	Each	$5.95	Ergodyne 12304
J – 9	Ergodyne Chill-Its Dew Rag: Flames	Each	$5.95	Ergodyne 12305
J – 10	Clear lens face shields	Each	$9.95	AERO #82701000
J – 11	3M Particulate respirator 8510, N95	Box	$35.00	3M#8510
J – 12	3M Respirator respirator 8200, N95	Box	$19.95	3M#8200
J – 13	STIHL 0000 886 0210 Landscaper Brush Shield Protector	Each	$N/B	
	TOTAL		$175.45	

Section J- Hard Hat & Mask: Full Brim Hat with

3M Particulate respirator 8510, N95:

- Adjustable M-Nose clip
- Braided headband
- 3M Proprietary filter media
- Fluid resistant passes the highest level of fluid resistance at 160mm H

3M Respirator respirator 8200, N95:

- Low cost N95
- Suggested for grinding, sanding, sweeping and other dust operation
- Adjustable nose clip, two-strap design and dual point attachment to help provide a secure fit
- Electrostatic ally charged microfibers are designed for ease for breathing

STIHL 0000 886 0210 Landscaper Brush Shield Protector:

- Developed for users of clearing saws, trimmers, and brush cutters
- Epoxy-coated full face screen
- Comfortable
- Adjustable hearing protectors
- Noise reduction rating of 25 decibels

27.11 Section K– Other Safety Supplies

Section K — Other Safety Supplies				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
K – 1	Knee pads	Each	$ 15.75	PIP #291130
K – 2	Neck & Shoulder protection	Each	$ 9.95	ERB #19280
K – 3	Bionic face shield	Each	$ N/B	
K – 4	25LB Cotton rags	Case	$ 25.00	# CBX-0225
K – 5	XL Tyvek Disposable coveralls hood & boots	Each	$ 6.50	Tyvek SG1414
K – 6	Wasp & Hornet killer	Each	$ 4.95	Chemsico #412-41
	TOTAL		$ 62.15	

27.12 Section L – Shovels & Brooms

Section L — Shovels & Brooms				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
L – 1	16" Synthetic street brooms with handle	Each	$ 19.95	Anderson #51006
L – 2	Round point shovel	Each	$ 24.00	Union #45106
L – 3	16" Sharp shooter	Each	$ 35.00	Union #47108
L – 4	Square point shovel	Each	$ 34.00	Union #44106
L – 5	D Handle aluminum scoop shovel	Each	$ 39.00	AMES #16812
L – 6	16" Heavy duty street brooms with handle	Each	$ 24.00	Anderson #51010
L – 7	Angle broom	Each	$ 15.95	Nex Step #6410
	TOTAL		$ 181.90	

Genuine Joe Angle Broom: 12" Wide
- Ideal for use in malls, restaurants and lobbies
- Bristles trap fine particles and will not stain, discolor or absorb odors

Aluminum Scoop D Handle:
- Blade Length = 19 in
- Blade Width = 15 1/4 in
- Capacity Volume = 4.50 cu ft
- Handle Type = Cushion D-Grip
- Overall Blade Material = Aluminum
- Blade Handle Material = White Ash

27.13 Section M – Grease and Lube

Section M — Grease & Lube				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
M – 1	Mystik JT-6 Grease	Each	$ 3.25	MYSTIK #JT6
M – 2	Mystik JT-6 Grease high temp.	Each	$ 3.50	MYSTIK #JT6
M – 3	Grease gun flex hose #500-E	Each	$ 55.00	ALEMITE #500-E
M – 4	Grease gun ridged pipe #500	Each	$ 39.00	ALEMITE #500
M- 5	Red RTV silicone #81409	Case	$ N/B	
M- 6	Clear RTV silicone: #S00010	Case	$ N/B	
M- 7	CRC Super penetrant 12 pack Item #EW12386Z	Case	N/B	
M - 8	Absorbent oil pad ENR 300 15"x19"	Case	$ 65.00	SPC #ENV300
	TOTAL		$165.75	

27.14 Section N - Ladders

Section N - Ladders				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
N – 1	Extend - Climb-8-ft-Telescoping-Aluminum-Extension-Ladder-with-225-lb-Load-Capacity-Type-II-Duty-rating-	Each	$	
N – 2	24 ft. Fiberglass Extension Ladder with 300 lb. Load Capacity Type IA Duty Rating	Each	$	
N - 3	8' Type IAA Fiberglass Electricians Job Station	Each	$	
N - 4	8' Type IAA Fiberglass Contractor Job Station	Each	$	
	TOTAL		$	

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.15 Section O – Tools

Section O- Tools				
Item #	Description	UOM	Unit Price	Brand / Stock Number of
O – 1	16" Pound sledge hammer	Each	$ 45.00	Union # 30586
O – 2	Rock Pick hammer	Each	$ 45.00	Estwing # AP22
O – 3	Ball Pin hammer	Each	$ 22.00	BARCO #04416
O- 4	17 Pc ½ Dr. Socket set commercial grade	Set	$ 95.00	Gearwrench #80706
O – 5	21 Pc ¼ Dr. Socket set, commercial grade	Set	$ 35.00	STANLEY #85-388
O - 6	170 Pc Tool set, heavy duty commercial grade	Set	$ 125.00	Crescent #CTK170MP
O – 7	72" San Angelo bar	Each	$ 45.00	Union # 30666
O – 8	Pick Mattock with fiberglass handle	Each	$ 40.00	AMES # 1135400
O – 9	3 PC Channel locking pliers set	Set	$ 45.00	IRWIN #GS1
O – 10	3 PC Packing hook set	Set	$ 55.00	CS Osborn
O – 11	3 PC Vice grip set	Set	$ 45.00	IRWIN 321
O – 12	30" Bolt cutter	Each	$ 195.00	Porter # 0290MCX
O – 13	36" Asphalt lutes	each	$ 29.95	Marshaltown #16439
O – 14	24" Squeegees with handle: #4124	Each	$ 25.00	Magnolia #4124
O – 15	Machete with plastic handle: M24	Each	$ N/B	
O – 16	Fire hydrant wrenches	Each	$ N/B	
O – 17	7 ½ yellow umbrellas	Each	$ N/B	
O – 18	Pruning loppers	Each	$ 40.00	Seymour #WP-2130
O – 19	Magnolia Brush Shoe Handle Wire Scratch Brushes: Item # MGB 455-4-SC	Each	$ 2.75	Anderson #50079
O – 20	Trash picker	Each	$ 35.00	UNGER NN90
	TOTAL		$ 924.50	

**********Bid Price Schedule Section must be completely filled out in order to be considered***

27.16 Provide discount pricing for other safety items not specifically listed in the bid schedules:

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	%	
Medium provided: (electronic, internet, etc.)		
Catalogue:		

Owner/President Name: FERNANDO BALLESTEROS JR

Company Address: EAGLE Supply Co, 3210 E. Locust

City, State, Zip Code: LAREDO, TX. 78043

Company Authorized Representative's Signature: [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."

Bearer's Source LLC
6914 Paris Dr
78041 - Laredo, Tx

RECEIVED
2024 JUN 21 PM 1:
CITY SECRETARY'S OFFICE

2

City of Laredo
c/o Hebeto "Bebo" L. Ramirez
City Hall - Third Floor
1110 Houston
Laredo, Tx. 78040

Safety Supplies Bid

FY17-024

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

SAFETY SUPPLIES CONTRACT
CITY OF LAREDO DEPARTMENTS

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 an annual contract for the purchase of safety supplies for various City of Laredo Departments.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 26, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 27, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract
FY17-024

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Heberto "Beto" L. Ramirez** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of safety supplies for various City of Laredo Departments. 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 26, 2017** and all bids received will be **opened** and read publicly on **January 27, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Safety Supplies - Various Departments
FY17-024

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF JANUARY 2017.

FOR:

Heberto "Beto" L. Ramirez
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. 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.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

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 bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and 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 period of sixty 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 opening 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 days prior to the scheduled opening date 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 will be mailed or delivered to each vendor having receiving a set of bid documents. 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 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 and change orders shall not be applicable.

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.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded the bidder (s) that provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. This contract will be awarded to a primary vendor and multiple secondary vendors.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten 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. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. 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 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not Required for this 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 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 limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

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

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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 Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Safety Supplies Contract

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a one (1) year supply contract for the purchase of general safety supplies. Multiple contracts will be awarded for those items specifically listed on this bid sheet; and a primary and multiple secondary vendors will be selected for all other general safety products not specifically listed. All safety products will be ordered as required and delivered directly to requesting departments

14.1 All questions in reference to this bid must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents of the bids in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered.

Deadline for submittal of questions: January 18, 2017
Address: City of Laredo Purchasing Division
5512 Thomas Ave.
Laredo, Texas 78041

Purchasing Division contact: Enrique Aldape III (956) 794-1733 or email ealdape@ci.laredo.tx.us

15.0 Contract Provisions

It is the intent of the City to secure a contract for general safety supplies required by the different city departments. The successful bidder (s) will be required to provide a safety supply catalogue listing items that are readily available for purchase.

15.1 The contract award shall be based on an estimated total annual expenditure by all city departments of $100,000.00. There is no "guaranteed annual contract volume".

15.2 There are approximately 56 end users ordering.

15.3 The average order size is $ 1,500.00.

15.4 There are sixty locations. (See attachment A).

15.5 The contract vendor will be required to provide the City of Laredo's Purchasing Division with the most current cost price schedule. Multiple contracts will be awarded by sections for those items specifically listed on this bid sheet; and a primary and secondary vendor will be selected for all other general safety products not specifically listed. For the purpose of low bid determination for the primary and secondary vendors, the City will select approximately twenty five (25) general safety products to determine the City's contract vendor. Using the proposed cost schedule, an evaluation will be made and a bid tabulation will be prepared to determine which vendor offered the lowest price for the highest percentage of items. The schedule may be a net pricing format, discount from list, or a cost plus. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.

15.6 The contract vendor is encouraged to provide this price schedule on an electronic format (usb drive, or cd). The successful bidder will be required to provide training to the City of Laredo's Purchasing Division on the use of the electronic price schedule. The vendor must provide copies of the most current catalogue within thirty days (30) after notification of award.

15.7 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.

15.8 The bid pricing must be firm for the contract period.

15.9 The City of Laredo Purchasing Department shall compare pricing from the primary and secondary vendors for all orders that exceed $ 1,500.00. For all orders less than $ 1,500.00, the department has the authority to select between the primary and secondary vendors.

16.0 General Conditions

16.1 Prospective bidders must prove beyond any doubt to the City of Laredo Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

16.2 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase contract materials on the open market and charge contractor price difference.

16.3 Bids not submitted on these forms will not be considered. Award to successful bidder will be made by the City Council. Bids will be awarded to the responsible bidder meeting the city's requirements.

16.4 When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price.

16.5 Partial deliveries may be made only with the prior approval of the requesting department.

16.6 Items found to be broken, defective, or otherwise unacceptable shall be reported by the Purchasing Division to the contractor for replacement. Replacements shall be made within five (5) workdays after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery, shall be rejected and contractor shall immediately initiate replacement. In the event an ordered item is "out of stock", contractor may substitute a higher quality item at the price of the item for which the substitute is being made, if approved by the requesting department.

16.7 Cancellation of Contract: The following conditions will result in the cancellation of this contract:

16.7.1 This contract may be canceled, by either party, within sixty days of a written notice.

16.7.2 The failure of the contractor for performance of the services required by this contract, within ten days of receipt of written demand of performance by the City, or the failure of the contractor to correct or replace defective goods or products, within ten days from receipt of written demand, will therefore constitute a total breach of this contract, and shall be cause for termination.

16.8 The City of Laredo is an active member of the State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM). The City of Laredo can take advantage of any contract pricing negotiated with these agencies.

16.9 Prices should be F.O.B. City of Laredo Office Locations. Inside and second and third floor delivery required.

17.0 Payment and Invoicing

All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. To avoid payment delays, invoices shall be submitted within a minimum of five working days after delivery of merchandise. Originals shall be mailed to the City of Laredo Accounts Payable. All invoices have a 30-day term from receipt of order.

18.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are working days from date of order. Bidder's business hours: From: 7 a.m. to 5 p.m.
Days of week: Mon-Friday

19.0 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 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.

19.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded based on Best Value** to the 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 a primary vendor and multiple secondary vendors.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.0 Bid Evaluation

The City of Laredo may accept and order negotiations with the selected proponent, or may reject the recommendation and order the re-issuance of another bid.

21.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.

21.2 Multiple contacts will be awarded for those items specifically listed on this bid sheet. A Primary and Secondary vendors will be selected for all other general safety supplies products not specifically listed. For all orders less than $ 1,500.00, the department has the authority to select between the primary and secondary vendors.

21.3 In determining the best value for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

21.4 The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Section	Criteria	Weighted %
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	25%
II	An evaluation of the pricing to the City of Laredo.	70%
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	5%

21.4.1 Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

21.4.2 Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	8	25%	2.0
II	An evaluation of the pricing to the City of Laredo.	6	70%	4.2
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	8	5%	0.4
			Total Raw Point	**6.6**
			Total Raw Point x 10 (True Evaluation Points) Evaluation Score	**66**

22.0 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.

22.1 Vendor Information Sheet (Tab A)
Completed and signed by authorized company representative.

22.2 Section I - Overview of Company The reputation of the bidder; overview of company, business strategy It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, financial viability and structure.

22.2.1 Provide an overview of your company.

22.2.2 Estimated delivery time upon receipt of order # under 7 days working days.

22.2.3 Feedback from existing clients. Provide a minimum of three references

	Name of Business	Contact Representative	Phone Number
1.)	Abelardo Zapata		(956)286-6624
2.)	Fidel Hernandez		(956)220-2737
3.)	Serna Construction	Agustin Serna	(956)645-809

22.3 Section II An evaluation of the pricing to the City of Laredo.
Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

22.3.1 Price Schedule
Provide proposed pricing for all the services listed.

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	%	
Medium provided: (electronic, internet, etc.)		
Catalogue:		

22.4 Section III-Bidders Past Relationship with the City of Laredo.

22.4.1 Describe you past business relationship with the City of Laredo.

22.4.2 Describe you past business relationships with any other governmental agency.

23.0 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.

24.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

25.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties

26.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Beaver's Source

Signature of person authorized to sign bid _____ Date Jan. 24, 2017

Print Name of person authorized to sign bid Raul Castaño

Title: Owner

Business Address: 6414 Polaris Dr.

City, State, Zip Code: Laredo, TX 78041

Telephone Number: (956) 795-1500 Fax Number: —

Contact Person Email Address: raul@beavers-source.com

Federal Tax ID Number: 1-74-2963861-6

Bidders Principal/Corporate Place of Business Address: 6414 Polaris Dr.

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: N/A

State how long under its present business name: Texas 17 years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

27.0 Tab B Price Schedule

The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

27.1 Section A- Electrical Extension Cords

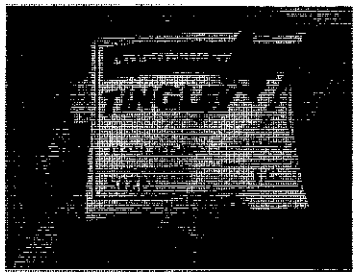
Section A – Electric Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	12/3 x 100' Extension cord	Each	$ 50.22	VOLTEC / 05-00366
A - 2	12/3 x 25' Extension cord	Each	$ 20.53	VOLTEC / 05-00364
A - 3	12/3 X 50'' Extension cord	Each	$ 27.54	VOLTEC / 05-00365
A - 4	14" Black cable ties	Each	$ .08	B00HVFDZOY
A – 5	16 Gauge tie wire	Each	$ 3.00	Grip Rite
A – 6	25' Extension cord	Each	$ 13.66	VOLTEC / 05-00341
	TOTAL		$ 115.03	

27.2 Section B – Raincoats

3 Piece with Silk Screen – Rain suits must include a jacket, detachable hood and bib-overall. The suite must be made of rugged, 210 denier nylon scrim base that is double-coated with PVC that forms a 0.288-mm thick material. Suits must have Rip stop reinforcements. The seams must be leaking resistant and heat-sealed. The plastic hardware must be nonconductive. The color of raincoats must be yellow. Must be available in men's chest sizes 38-56. River City Protective Wear # 3003 or approved equal.

Section B – Raincoats				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B- 1	Raincoat LG	Each	$ 34.43	ERB / 62029
B - 2	Raincoat LG with Hoodie	Each	$ 34.43	ERB / 62029
B – 3	Raincoat XLG	Each	$ 34.43	ERB / 62030
B- 4	Raincoat XXLG	Each	$ 34.43	ERB / 62031
B- 5	Raincoat XXXLG	Each	$ 34.43	ERB / 62032
	TOTAL		$ 172.15	

Hooded Raincoat LG



27.3 Section C – Chains & Ratchets

Section C — Chains & Ratchets				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
C – 1	3/8" x 200' Grade 40 chain	Each	$ 525.00	S Line / 45880-11 Grade 70
C – 2	3/8" Ratchet load binders	Each	$ 36.00	S Line / 45943-21
C – 3	3/8" x 20' Chain binder	Each	$ 52.50	S Line / 45881-11-20
C – 4	5' Ratchet hoist	Each	$ 296.00	EM COLOMBUS MCKINNON / 5310
C – 5	2" x 27' Ratchet tie down with strap: Item: 04622	Each	$ 15.37	S Line / 557-WHK
C – 6	9/16" Combination ratchet wrench	Each	$ 23.46	GEARWRENCH / 9018
	TOTAL		$ 948.83	

27.4 Section D – Traffic Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual on Uniformed Traffic Control Device System regulations.

27.4.1 Wide body traffic cone with 2 reflective collars, (top collar to be 6 inches and bottom collar to be 4 inches) Work Area #28 PVC-TLHRSL-6RFL-4, JBC Safety or approved equal.

27.4.2 Plain wide body traffic cone, Work Area # 28 PVCTLH, JBC Safety or approved equal.

Section D- Traffic Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	Heavy Duty, 28" traffic cones with two, diamond grade, reflective collars (top collar to be 6 inches and bottom collar to be 4 inches)	Each	$ 24.75	Cortina / 03-500-24
D - 2	Heavy Duty, 28", plain wide body traffic cones without collars	Each	$ 24.75	Cortina / 03-500-18
D – 3	48x48 Roll up sign "BE PREPARED TO STOP"	Each	$ 243.00	cortina / 07-800-4066
D – 4	4'x100' Orange safety fence	Each	$ 16.95	Grip Rite
D – 5	Roll up sign stands	Each	$ 247.00	Cortina / 07-819-1
D – 6	Marking wands	Each	$ 39.60	Rust-Oleum / 2393000
D – 7	Safety barrels with rings	Each	$ 58.00	Cortina / 03-780-6EGG + 03-750-TRG
	TOTAL		$ 654.05	

**********Bid Price Schedule Section must be completely filled out in order to be considered***

27.5 Section E– First Aid & Safety Equipment

Section E – First Aid & Safety Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E – 1	First Aid construction kit	Each	$149.95	Pac-Kit / 14303
E – 2	First Aid cabinet for construction kit	Each	$ 149.95	Pac-Kit / 14303
E – 3	Vehicle first aid construction kit (metallic box)	Each	$ 29.35	ERB / 17150
E – 4	Large Latex Gloves	Case	$ 9.95	ERB / 14420 100/Case
E – 5	X Large Latex Gloves	Case	$ 9.95	ERB / 14421 100 /Case
E – 6	Airsoft reusable ear plugs 30 decibals	Box	$ 42.95	ERB / 14382 200/box
	TOTAL		$ 392.50	

27.6 Section F– Gloves
Leather Palm Gloves, double palm as per specs. -No approved equal (by dozen)
Leather Palm Gloves MCR 12 11J Manufacture: Memphis Gloves, Size Large

Section F — Gloves				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
F – 1	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, MEDIUM.	Dozen	$ 14.95	Memphis / 3220 M
F – 2	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, Large.	Dozen	$ 14.95	Memphis / 3220 L
F – 3	Hyflex Gloves	Dozen	$ 2.95	CLC / 2026 L
F – 4	XLG Mustang Leather Palm Gloves	Dozen	$ 3.95	CLC / 2048 X
F – 5	XLG Mustang Premium leather gloves	Dozen	$ 11.01	Memphis / 1936 XL
F – 6	Double palm leather gloves; size Large	Dozen	$ 3.08	CLC / 2049 B
F – 7	Med. Driver Gloves w/strap	Dozen	$ 7.95	CLC / 2057 M
F – 8	Med. Mustang premium leather gloves	Dozen	$ 10.48	Memphis / 1936 M

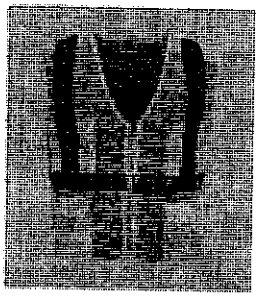
F – 9	Medium drivers leather gloves w/pull strap	Dozen	$ 17.50	CLC / 2058 M
F – 10	Medium leather gloves with strap	Dozen	$ 17.50	CLC / 2058 M
F – 11	Large leather driver gloves	Dozen	$ 7.95	CLC / 2057 L
F – 12	Large mustang leather palm gloves	Dozen	$ 5.95	CLC / 2048 L
F – 13	Mustang premium leather gloves Large	Dozen	$ 10.48	Memphis / 1936 L
F – 14	Reflective Mechanic Gloves -Large	Dozen	$ 11.40	ERB / 21302
F – 15	Reflective Mechanics Gloves - M	Dozen	$ 11.40	ERB / 21301
F – 16	Reflective Mechanics Gloves -XLG	Dozen	$ 11.40	ERB / 21303
	TOTAL		$ 160.95	

27.7 Section G– Safety Vest

Section G —Safety Vest Must be ANSI Compliant				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
G- 1	L /XL Surveyors Safety Vest Ergodyne	Each	$ 9.95	River City / WCC L2LL
G - 2	2XL Surveyors Safety Vest. Ergodyne	Each	$ 9.95	River City / WCCL2LX2
G- 3	3XL Surveyors Safety Vest. Ergodyne	Each Each	$ 9.95	River City / WCCL2LX3
G- 4	Large Poly/cotton Safety Vest Non ANSI compliant	Each	$ 9.95	River City / ICV 208
G - 5	Large Class 11 Safety Vest	Each	$ 6.50	ERB / 61648
G - 6	XL Class 11 Safety Vest	Each	$ 6.50	ERB / 61649
G - 7	2XL Class 11 Safety Vest	Each	$ 6.50	ERB / 61650
G - 8	3XL Class II Safety Vest	Each	$ 6.50	ERB / 61651

G- 9	Large Class II Safety Vest with two double lines	Each	$ 19.95	OCCUNOMIX /LUX-SSCOOLG-YL
G-10	XL Class II Safety Vest with two double lines	Each	$ 19.95	OCCUNOMIX /LUX-SSCOOLG-YXL
G-11	2XL Class II Safety Vest with two double lines	Each	$ 19.95	OCCUNOMIX/ LUX-SSCOOLG-Y2X
G-12	3XL Class II Safety Vest with two double lines	Each	$ 19.95	OCCUNOMIX/LUX-SSCOOLG-Y3X
	TOTAL		$ 145.60	

ANSI Class 2 vests shall have a minimum of 775 square inches of background material and a minimum of 201 square inches of retro reflective material (**1.375 inch reflective stripes**). These sleeveless vests are required for workers on sites around traffic going 25 mph or higher and workers near heavy machinery.



R&R Industries, Inc or approved equal.
Class 2 / level 2
Style: V200L
RRI # 128452
RN# 73907
Lime vest with silk screened 2" above horizontal stripe on back of the vest

Ergodyne- Glowear, High Visibility Vest
Item Model: BI-V320, Model #: 8229Z or approved equal, Lime

ANSI- Compliant Surveyor vest - Polyester mesh (3.3 oz)
Zipper closure
2" level 2 ANSI-Compliant reflective material
Reflective set on 4.5" contrasting color background
Pockets: One, Inside
Colors: Lime, Orange

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.8 Section H– Safety Glasses

All safety glasses provided shall comply with ANSI / Z80.3 - 2008, Nonprescription Sunglasses and Fashion Eyewear - Requirements

Section H – Safety Glasses				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H-1	Smoke lens; wrap around safety glasses	Dozen	$ 1.99	ERB / 17970
H-2	Smoke frame; wrap around safety glasses	Dozen	$ 1.99	ERB / 17970
H-3	Smoke lens; wrap around camo frame safety glasses	Dozen	$ 4.75	ERB / 15337
H-4	Grey wrap around safety glasses	Dozen	$ 1.49	ERB / 15531
H-5	Clear lens wrap around safety glasses	Dozen	$ 1.49	ERB / 15529
H-6	Clear , wrap around protective glasses for traffic guards	Dozen	$ 2.65	ERB / 15324
H-7	Dark lens safety glasses	Dozen	$ .99	ERB / 17941
H-8	Amber lens safety glasses	Dozen	$ 1.35	ERB / 17512
H-9	Platinum clear safety glasses	Dozen	$ 10.78	CREWS / T4110 AF
H-10	Smoke lens safety glasses for Traffic Guards	Dozen	$ 3.10	ERB / 15344
H – 11	Dewalt Contractor Pro Safety Glasses	Dozen	$ 2.75	ERB / 17982
	TOTAL		$ 33.3[illegible]	

27.9 Section I– Rubber Boots

Section I — Rubber Boots				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
I-1	Steel toe rubber boots (Black) Sizes: 7 - 14	Each	$	
I-2	Steel toe water boots (Black)	Each	$ 19.95	CLC / R240
I-3	Chest waders Sizes: 7-12	Each	$	
I- 4	Steel toe chest waders Sizes: 7-12	Each	$	
	TOTAL		$	

************Bid Price Schedule Section must be completely filled out in order to be considered**

27.10 Section J– Hard Hat & Mask

Section J — Hard Hat & Mask				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
J – 1	White full brim hard hat	Each	$ 11.75	ERB / 19501
J – 2	White full brim ratchet hard hat	Each	$ 12.50	ERB / 19911
J – 3	Green full brim hard hat	Each	$ 11.75	ERB / 19510
J – 4	Blue full brim hard hat	Each	$ 11.75	ERB / 19506
J – 5	MSA V-Guard hard hat: 4-Point Staz-on Pin lock	Each	$ 22.23	MSA / 475366
J – 6	Protected head cap	Each	$ 9.50	ERB / 19400
J – 7	Ergodyne Chill-Its Dew Rag: Stars & Stripes	Each	$ 7.50	ERGODYNE / 12477
J – 8	Ergodyne Chill-Its Dew Rag: Camouflage	Each	$ 7.50	ERGODYNE / 12478
J – 9	Ergodyne Chill-Its Dew Rag: Flames	Each	$ 7.50	ERGODYNE / 12485
J – 10	Clear lens face shields	Each	$ 3.50	ERB / 8150
J – 11	3M Particulate respirator 8510, N95	Box	$ 22.50	3M / 8511
J – 12	3M Respirator respirator 8200, N95	Box	$ 12.50	3M / 8200
J – 13	STIHL 0000 886 0210 Landscaper Brush Shield Protector	Each	$ 54.75	ERB / 14371
	TOTAL		$ 195.43	

Section J- Hard Hat & Mask: Full Brim Hat with

3M Particulate respirator 8510, N95:

- Adjustable M-Nose clip
- Braided headband
- 3M Proprietary filter media
- Fluid resistant passes the highest level of fluid resistance at 160mm H

3M Respirator respirator 8200, N95:

- Low cost N95
- Suggested for grinding, sanding, sweeping and other dust operation
- Adjustable nose clip, two-strap design and dual point attachment to help provide a secure fit
- Electrostatic ally charged microfibers are designed for ease for breathing

STIHL 0000 886 0210 Landscaper Brush Shield Protector:

- Developed for users of clearing saws, trimmers, and brush cutters
- Epoxy-coated full face screen
- Comfortable
- Adjustable hearing protectors
- Noise reduction rating of 25 decibels

27.11 Section K– Other Safety Supplies

Section K — Other Safety Supplies				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
K – 1	Knee pads	Each	$ 19.50	CLC / 367
K – 2	Neck & Shoulder protection	Each	$ —	———
K – 3	Bionic face shield	Each	$ 27.50	HONEYWELL / S8500
K – 4	25LB Cotton rags	Case	$ 52.50	Soorer Wipers / 101-25
K – 5	XL Tyvek Disposable coveralls hood & boots	Each	$ 4.50	ERB / 14814 (Large)
K – 6	Wasp & Hornet killer	Each	$ 9.50	Raid / 94898
	TOTAL		$ 113.50	

27.12 Section L – Shovels & Brooms

Section L — Shovels & Brooms				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
L – 1	16" Synthetic street brooms with handle	Each	$ 25.75	Kraft Tools / CC 195
L – 2	Round point shovel	Each	$ 14.00	Seymour Midwest / 49130
L – 3	16" Sharp shooter	Each	$ 25.95	Seymour / 49138
L – 4	Square point shovel	Each	$ 14.00	Seymour / 49132
L – 5	D Handle aluminum scoop shovel	Each	$ 35.00	Seymour / 49053
L – 6	16" Heavy duty street brooms with handle	Each	$ 25.75	Kraft Tools / CC 195
L – 7	Angle broom	Each	$ 9.64	Magnolia Brush / 463
	TOTAL		$ 150.09	

Genuine Joe Angle Broom: 12" Wide
- Ideal for use in malls, restaurants and lobbies
- Bristles trap fine particles and will not stain, discolor or absorb odors

Aluminum Scoop D Handle:
- Blade Length = 19 in
- Blade Width = 15 1/4 in
- Capacity Volume = 4.50 cu ft
- Handle Type = Cushion D-Grip
- Overall Blade Material = Aluminum
- Blade Handle Material = White Ash

27.13 Section M – Grease and Lube

Section M — Grease & Lube				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
M – 1	Mystik JT-6 Grease	Each	$	
M – 2	Mystik JT-6 Grease high temp.	Each	$	
M – 3	Grease gun flex hose #500-E	Each	$	
M – 4	Grease gun ridged pipe #500	Each	$	
M- 5	Red RTV silicone #81409	Case	$	
M- 6	Clear RTV silicone: #S00010	Case	$	
M- 7	CRC Super penetrant 12 pack Item #EW12386Z	Case		
M - 8	Absorbent oil pad ENR 300 15"x19"	Case	$	
	TOTAL		$	

27.14 Section N - Ladders

Section N - Ladders				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
N – 1	Extend - Climb-8-ft-Telescoping-Aluminum-Extension-Ladder-with-225-lb-Load-Capacity-Type-II-Duty-rating-	Each	$	
N – 2	24 ft. Fiberglass Extension Ladder with 300 lb. Load Capacity Type IA Duty Rating	Each	$	
N - 3	8' Type IAA Fiberglass Electricians Job Station	Each	$	
N - 4	8' Type IAA Fiberglass Contractor Job Station	Each	$	
	TOTAL		$	

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.15 Section O – Tools

Section O- Tools				
Item #	Description	UOM	Unit Price	Brand / Stock Number of
O – 1	16" Pound sledge hammer	Each	$ 45.00	Seymour / SH-16-41561
O – 2	Rock Pick hammer	Each	$ 28.00	ESTWING
O – 3	Ball Pin hammer	Each	$ 32.50	ESTWING / E3-24BP
O- 4	17 Pc ½ Dr. Socket set commercial grade	Set	$ 80.00	Stanley / 85-956
O – 5	21 Pc ¼ Dr. Socket set, commercial grade	Set	$ 28.50	Apex Crescent / CSWS2
O - 6	170 Pc Tool set, heavy duty commercial grade	Set	$ 220.00	channellock / 39053
O – 7	72" San Angelo bar	Each	$ 43.50	Seymour / 85367
O – 8	Pick Mattock with fiberglass handle	Each	$ 44.50	Seymour / 85541
O – 9	3 PC Channel locking pliers set	Set	$ 45.75	Irwin / 1771882
O – 10	3 PC Packing hook set	Set	$	need more info
O – 11	3 PC Vice grip set	Set	$	
O – 12	30" Bolt cutter	Each	$ 32.50	AJ Wholesale / CHIC 3030
O – 13	36" Asphalt lutes	each	$ 60.00	Kraft Tools / GG836
O – 14	24" Squeegees with handle: #4124	Each	$ 49.95	Kraft Tools / GG285
O – 15	Machete with plastic handle: M24	Each	$ 28.50	Gerber / 31-000758
O – 16	Fire hydrant wrenches	Each	$	
O – 17	7 ½ yellow umbrellas	Each	$	
O – 18	Pruning loppers	Each	$ 60	STructon / 41461
O – 19	Magnolia Brush Shoe Handle Wire Scratch Brushes: Item # MGB 455-4-SC	Each	$ 3.95	Kraft Tool / BL466
O – 20	Trash picker	Each	$ 45	Uline / H-2896
	TOTAL		$ 847.15	

**********Bid Price Schedule Section must be completely filled out in order to be considered**

27.16 Provide discount pricing for other safety items not specifically listed in the bid schedules:

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	1.75 %	
Discount from List (percentage)	25 %	
Medium provided: (electronic, internet, etc.)		
Catalogue:		

Owner/President Name: Beaver's Source

Company Address: 6414 Polaris Dr.

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature:

Company Representative's Name: Raul Castano

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

28.0 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

☐ 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 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

29.0 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 Raul Castaño
(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 24 day of JAN 20 17.

Notary Public

FRANCISCO JAVIER SEGURA
Notary Public, State of Texas
My Commission Expires
March 05, 2017

My commission expires:

March 5, 2017

30.0 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 of 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: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Raul Castano Title: owner

Company Name or DBA: Beaver's Source **Date:** Jan. 24, 2017

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

31.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
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 10/6/2015

32.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 26, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 27, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract
FY17-024

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Attachment A

DEPARTMENTS

	INNER CITY REC. CENTER
ACCOUNTS PAYABLE	TARVER REC. CENTER
AIPORT	LADRILLERA REC. CENTER
ADMINISTRATIVE TRAINING	PURCHASING
ANIMAL CONTROL	PUBLIC WORKS
BUDGET	REAL ESTATE
BRIDGE	RISK
BUILDING CODE	TAX OFFICE
CIVIC CENTER	TRAFFIC SAFETY
COMMUNITY DEV.	TRANSIT
CEMETERY	TELECOMMUNICATION
CITY HALL	UTILITY BILLING
CITY MANAGER	VITAL STATISTICS
CITY COUNCIL	WATERWORKS
CITY SECRETARY	WIC
EL METRO	9-1-1
ENGINNERING DEPT.	3-1-1
ENGINERING CONTRACTION	
ENGINERING INSPECTION	
ENVIRONMENTAL SERVICES	
EMPLOYEE WELLNESS	
FIRE DEPARTMENT	
FLEET MAINTENANCE	
FINANCE	
FINANCIAL TASK FORCE	
HEALTH–ADMINISTRATION	
HUMAN RESOURCES	
INFORMATION TENCHOGIES	
INTERNAL AUDIT	
LEGAL DEPARTMENT	
LIBRARY	
LAND FILL	
LAREDO CONV. & VISITOR	
MUNICIPAL COURT	
MUNICIPAL HOUSING	
PUBLIC ACCESS CHANNEL	
POLICE DEPT.	
PARKING DIVISION	
PLANNING DEPARTMENT	
PARKS RECREATION	
N.E. HILLSIDE REC. CENTER	***Special Instructions for***
CIGARROA REC. CENTER	***Recreation centers. Delivery***
HACHAR REC. CENTER	***Accepted only from 3:00PM to***
EL EDEN REC. CENTER	***8:00 PM.***
FARIAS REC. CENTER	

K-2

Description

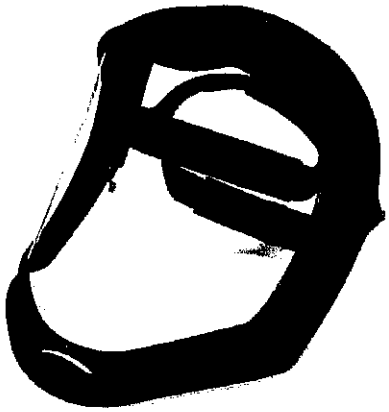
- Provides increased level of support and compression
- Adjustable arm closure design eliminates underarm chaffing: fits arms of all sizes
- Universal no snag design fit
- Easy on / off design
- Breathable air mesh construction with TPR gripper pull-tabs
- X-Strap Technology system includes the EVS shoulder support system

- Provides increased level of support and compression

K-3

Ratchet Faceshield Assm, 9-1/2x14-1/4in

UVEX BY HONEYWELL| Mfr #: S8500



Technical Specifications

Mfr #: S8500

Includes: Faceshield and Visor

Standards: ANSI Z87+ 1-2003, CSA Z94.3

Visor Color: Clear

Features: Spark Guard, Extremely Lightweight and Highly Adjustable fo

Item: Ratchet Faceshield Assembly

Headgear Material: Plastic

Headgear Color: Black

Visor Height: 9-1/2"

Dielectric Protection: Yes

Visor Width: 14-1/4"

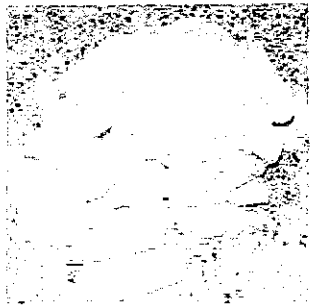
Visor Thickness: 0.04"

Visor Material: Polycarbonate

Country of Origin (subject to change): United States

Product Description

Ratchet Faceshield Assembly, Visor Material Polycarbonate, Visor Color Clear, Visor Thickness 0.04 In., Visor Height 9-1/2 In., Visor Width 14-1/4 In., Headgear Material Plastic, Headgear Color Black, Dielectric Protection Yes, Features Spark Guard, Extremely Lightweight and Highly Adjustable for All-day Comfort, Standards ANSI Z87+ 1-2003, CSA Z94.3, Includes Faceshield and Visor



We are a RAG company, and very proud of it! Whether you are looking for an economical general use rag to a highly specialized one, we have it. From cutting, sorting, and packaging, it is all done in-house to guarantee quality.

K-5

Tyvek Disposable Coveralls with Hood and Boots

Tyvek Disposable Coveralls with elastic wrists, hood and boots.

- Dupont Tyvek provides inherent barrier protection against dry particulate hazards, including mold, lead and asbestos
- After abrasions, Tyvek stops sub-micron particles better than reusable garments
- Coveralls feature elastic wrists with hood and the addition of attached skid-resistant booties
- Boots must be worn inside protective outer footwear
- Meets ANSI 101-1996 sizing regulations
- Packaged 25 per case
- Sold Individually

Improved Fit

- Increased overall roominess in the torso
- Elastic sewn into the back at the waist provides a more tailored fit
- Reinforcement in the crotch area
- Easier donning and doffing

K-6

Wasp and Hornet Killer, 14 oz.

RAID| Mfr #: CB013536

Technical Specifications

Mfr #: CB013536

Dilution Ratio: Ready to Use

Indoor/Outdoor Usage: Outdoor Only

Insect Control Type: Kills

Form: Aerosol

Insect Group: Flying

Standards: EPA Registered

Item: Wasp and Hornet Killer

DEET Concentration: 7.00%

Targeted Insects: Wasps

Country of Origin (subject to change): United States

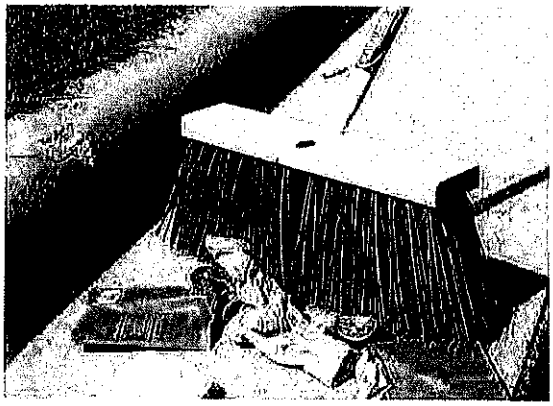
Product Description

Wasp and Hornet Killer, Insect Control Type Kills, Flying, Targeted Insects Wasps, Size 14 oz., Standards EPA Registered, Dilution Ratio Ready to Use

L-1

RUBBERMAID Brown Palmyra Heavy Duty Push Broom

RUBBERMAID | Mfr #: FG9B2200BRN



Technical Specifications

Mfr #: FG9B2200BRN

Includes: Block

Item: Push Broom

Block Size: 16"

Features: For the most demanding rough surface. Wide flared ends for greater floor coverage. Tapered handle holes on either side of block allow alternating sides for even wear.

Bristle Color: Brown

Broom Grade: Heavy-Duty

Broom Application: Rough

Broom Width: 16"

Bristle Material: Palmyra

Acid Resistant: Yes

Color Coding System: No

For Use With: Mfr. No. FG635200NAT, FG636100NAT

Trim Length: 6"

Block Material: Hardwood

Series: Street Sweeps

Broom Handle Diameter: 1-1/8"

Broom Connection Type: Tapered

Country of Origin (subject to change): China

Product Description

Push Broom, Bristle Material Palmyra, Broom Width 16 In., Bristle Color Brown, Trim Length 6 In., Color Coding System No, Broom Handle Diameter 1-1/8 In., Block Material Hardwood, Block Size 16 In., Broom Connection Type Tapered, Broom Grade Heavy-Duty, Acid Resistant Yes, Broom Application Rough, Series Street Sweeps, Features For the most demanding rough surface. Wide flared ends for greater floor coverage. Tapered handle holes on either side of block allow alternating sides for even wear.

L-2

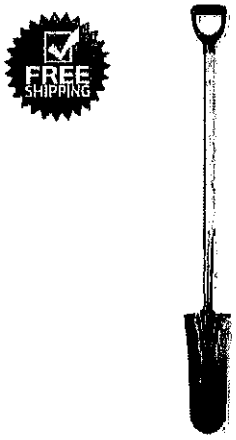
Hisco

Renegade 14-Gauge Round Point Shovel with 48 in. Ash Wood Handle

Specifications

Dimensions			
Blade Length (in.)	11	Product Depth (in.)	60
Blade width (in.)	8.55	Product Height (in.)	4
Handle Length (in.)	48	Product Width (in.)	13
Details			
Blade Material	Steel	Handle Material	Wood
Coated Blades	Yes	Product Weight (lb.)	4.0lb
D-Grip Handle	No	Returnable	90-Day
Garden Center Tool Type	Shovel		
Warranty / Certifications			
Manufacturer Warranty		Lifetime	

Drain Spade/Sharp Shooter



Blade: Hollow Back 5 3/4" x 14"

Handle: 40" Ash

Grip: D-Grip

14" Drain Spade - stamped from a single piece of steel with forward turned steps for secure and comfortable foot placement; Hollow Back Blade 5 3/4" x 14". 40" Heavy Duty Ash handle with reinforcing metal collar at the neck. Heavy duty, one-piece high-density nylon D-grip.

Hisco

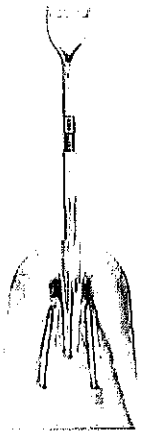
Hisco HISP2MD-W Renegade 14 Gauge Square Point Shovel with 40" Ash Wood D-Handle

No photo available

- **Specifications for this item**

Brand Name	Hisco
Part Number	HISP2MD-W
UPC	785395102644
EAN	0785395102644
Gauge	14 gauges
Handle Length	40 inches
Number of Items	1
UNSPSC Code	27110000

Jackson Aluminum Scoop with Cushioned D-Grip, 15" Width Blade Item # 794182



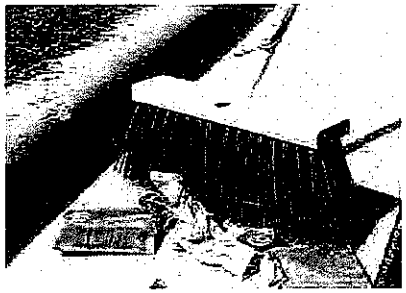
Product Details

Item #	794182
OfficeMax #	24071371
Manufacturer #	027-1681400
Blade Length	20 in
Blade Material	Aluminum
Blade No.	#14
Blade Width	15 3/4 in
Brand Name	Jackson
Capacity Vol	4.50 cu ft
Handle Length	27 in
Handle Material	White Ash
Handle Type	Cushion D-Grip
Type	Western Pattern Grain Scoop

L-6

RUBBERMAID Brown Palmyra Heavy Duty Push Broom

RUBBERMAID| Mfr #: FG9B2200BRN



Technical Specifications

Mfr #: FG9B2200BRN

Includes: Block

Item: Push Broom

Block Size: 16"

Features: For the most demanding rough surface. Wide flared ends for greater floor coverage. Tapered handle holes on either side of block allow alternating sides for even wear.

Bristle Color: Brown

Broom Grade: Heavy-Duty

Broom Application: Rough

Broom Width: 16"

Bristle Material: Palmyra

Acid Resistant: Yes

Color Coding System: No

For Use With: Mfr. No. FG635200NAT, FG636100NAT

Trim Length: 6"

Block Material: Hardwood

Series: Street Sweeps

Broom Handle Diameter: 1-1/8"

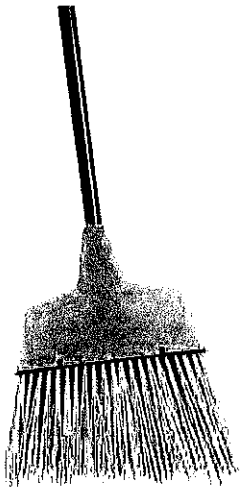
Broom Connection Type: Tapered

Country of Origin (subject to change): China

Product Description

Push Broom, Bristle Material Palmyra, Broom Width 16 In., Bristle Color Brown, Trim Length 6 In., Color Coding System No, Broom Handle Diameter 1-1/8 In., Block Material Hardwood, Block Size 16 In., Broom Connection Type Tapered, Broom Grade Heavy-Duty, Acid Resistant Yes, Broom Application Rough, Series Street Sweeps, Features For the most demanding rough surface. Wide flared ends for greater floor coverage. Tapered handle holes on either side of block allow alternating sides for even wear.

Genuine Joe Angle Broom



Angle broom features high-performance bristles to provide cleaning action. Flagged, acid-resistant, PVC bristles trap fine particles and will not stain, discolor or absorb odors. Use wet or dry. It is ideal for use in malls, restaurants and lobbies. Lightweight design features a durable frame and solid broomhead construction. The 47" handle is made of plastic. The head is made of polypropylene.

General Information

Manufacturer	Genuine Joe
Manufacturer Part Number	09570
Manufacturer Website Address	http://www.genuinejoe.com
Brand Name	Genuine Joe
Product Name	Angle Broom
Packaged Quantity	1 Each
Product Type	Manual Broom

Product Information

Handle	47" Length
Application/Usage	Multipurpose
Features	Lightweight Acid Resistant Durable

Physical Characteristics

Color	Yellow
Material	Polyvinyl Chloride (PVC) Bristle Steel Handle

M-1

Grease, Tube, Blue, 14 oz., JT-6

Technical Specifications

Mfr #: 665077002080

Container Size: 14 oz.

Grease Container: Cartridge

Base Oil: Synthetic

Max. Operating Temp.: 325 Degrees F

Grease Color: Blue

Lubricant NSF Rating: Not Rated

Grease Thickener: Lithium Complex

Min. Operating Temp.: -20 Degrees F

Country of Origin (subject to change): United States

Product Description

Grease, NLGI Grade 2, Base Oil Synthetic, Container Size 14 oz., Lubricant NSF Rating Not Rated, Grease Thickener Lithium Complex, Grease Color Blue, Grease Container Tube, Min. Operating Temp. -20 Degrees F, Max. Operating Temp. 325 Degrees F, Dropping Point 500 Degrees F, Four-Ball Wear Not Specified, Specific Gravity 0.92, Timken OK Load Not Specified, Standards ASTM, NLGI GC-LB, Application Trucking Chassis and Wheel, Construction, Industrial, Agricultural, Automotive Chassis and Bearings

M-2

JT-6 Hi-Temp Grease with Moly, 14 oz

MYSTIK Mfr #: 665056002080

Technical Specifications

Mfr #: 665056002080

Grease Color: Gray

Max. Operating Temp.: 325 Degrees F

Lubricant Additives: Molybdenum

Base Oil: Mineral

Lubricant NSF Rating: Not Rated

Min. Operating Temp.: -10 Degrees F

Container Size: 14 oz.

Series: JT-6(R)

Grease Container: Cartridge

Country of Origin (subject to change): United States

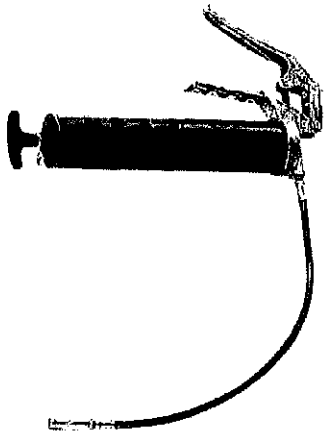
Product Description

High Temperature Grease with Moly, Petroleum/Moly Base, Size 14 oz., Container Type Tube, NLGI Grade 2, Color Gray/Black, Temp. Range -10 Degrees to 325 Degrees F, Dropping Point 500 Degrees F, Four-Ball Wear 0.45mm, Specific Gravity 0.94, Timken OK Load 60 lb., Viscosity @ 40C 633, Viscosity @ 100C Not Specified, Metal Detectable No, Application Trucking Chassis and Wheel, Construction, Industrial, Agricultural, Automotive Chassis and Bearings, Standards ASTM, NLGI GC-LB

M-3

Grease Gun, Pistol Grip Handle, 3500 psi

LINCOLN| Mfr #: G113



Technical Specifications

Mfr #: G113

Country of Origin (subject to change): India

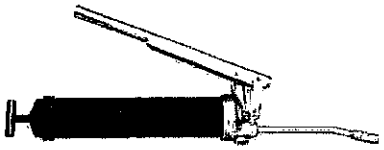
Product Description

Grease Gun, Grease Gun Loading Method Cartridge, Bulk, Grease Gun Handle Style Pistol Grip, Nozzle Extension Type Flex Hose, Strokes Per Oz. 56.0, Max. Operating Pressure 6000 psi, Cartridge Capacity 14-1/2 oz., Bulk Capacity 16 oz., Hose Length 18 In., Black, Tube Material Metal, Tether Capable Standard Tool (Accessory Needed for Tethering), Variable Stroke / Full Stroke Full Stroke, Tool Length 15-1/2 In., Includes Cast Pump Head, Hose and Follower

M-4

Grease Gun, Lever Handle, 10, 000 psi

LINCOLN| Mfr #: 1142



Technical Specifications

Mfr #: 1142

Country of Origin (subject to change): India

Product Description

Grease Gun, Grease Gun Loading Method Cartridge, Bulk, Filler Pump, Grease Gun Handle Style Lever, Nozzle Extension Type Rigid Pipe, Strokes Per Oz. 28.0, Max. Operating Pressure 10, 000 psi, Cartridge Capacity 14-1/2 oz., Bulk Capacity 16 oz., Pipe Length 6 In., Blue, Tube Material Metal, Tether Capable Standard Tool (Accessory Needed for Tethering), Variable Stroke / Full Stroke Full Stroke, Tool Length 21 3/4 In., For Use With 16 Ounces Bulk or 14 1/2 Ounces Cartridge

Versachem High Temp Red Rtv Silicone Type 650 3 Oz. Tube 65309

M-5

M-L

10.1 Fluid Ounce Tube, Clear RTV Silicone Joint Sealant

Type
Joint Sealant
Color
Clear
Chemical Type
RTV Silicone
Container Type
Tube
Container Size (fl. oz.)
10.10
Series
RTV100
Series Part Number
RTV100-Translucent
Applications
Electrical; Gasket
Adheres To
Ceramic; Glass; Metal; Plastic
Environmental
Food Safe
Indoor or Outdoor
Outdoor
Full Cure Time (Hrs.)
24.00
Maximum Operating Temperature (C)
204.44
Maximum Operating Temperature (F)
400.00
Tack Free Dry Time (min.)
20.00
Standards
21 CFR 177.2600

M-7

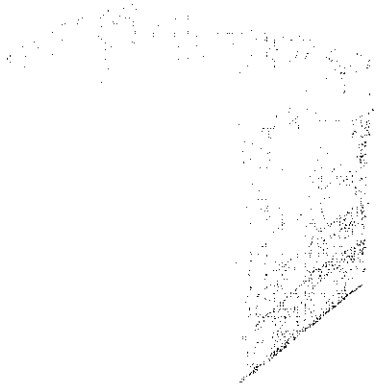
CRC Screwloose Super Penetrant Oil, 11 oz Aerosol Can, Light Amber

Part Number	03060
Brand Name	CRC
Color	Light Amber
Container Size	11 ounces
Specification Met	H2
UPC	078254030609
EAN	0078254030609
Exterior Finish	Smooth
Hazardous Material Type	Y Unknown
Item Weight	1 pounds
National Stock Number	9150-00-529-7518
Number of Items	1

M-8

Absorbent Pads, 29.5 gal., 15 In. W, PK100

RAGTIME | Mfr #: OP300



Technical Specifications

Mfr #: OP300

Standards: EPA 40 CFR 112.7(c)(1)(vii); OSHA 29 CFR 1910.120(j)(1)(vii); OSHA 29 CFR 1910.22(a)(2)

Material: Polypropylene

Length: 19"

Item: Absorbent Pad

Color: White

Layers of Construction: 3

Volume Absorbed Per Pkg.: 29.5 gal.

Absorbency Weight: Medium

Fluids Absorbed: Oil-Based Liquids

Perforations: Yes

Width: 15"

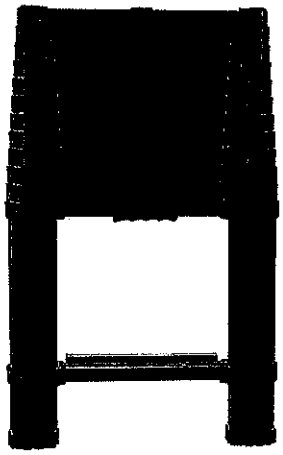
Country of Origin (subject to change): United States

Product Description

Absorbent Pad, Medium, Fluids Absorbed Oil-Based Liquids, Length 19 In., Width 15 In., Material Polypropylene, Volume Absorbed Per Pkg. 29.5 gal., White, Layers of Construction 3, Package Quantity 100

Telescoping Ladder, Aluminum, 300 lb.

XTEND & CLIMB| Mfr #: PSE125/300BKBK



Technical Specifications

Mfr #: PSE125/300BKBK

Bottom Width: 19-3/4"

Country of Origin (subject to change): China

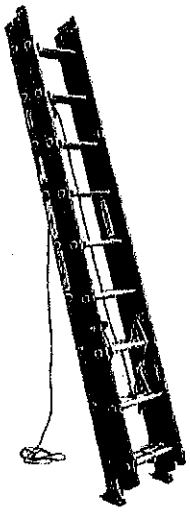
Product Description

Telescoping Ladder, Ladder Height 12 ft. 6 In., Extended Ladder Height 12 ft. 6 In., ANSI Type IA, Material Aluminum, Load Capacity 300 lb., Stepladder Height 12-1/2 ft., Closed Depth 4-1/2 In., Closed Height 2 ft. 8 In., Bottom Width 19-3/4 In., Rail Type Aluminum, Standards ANSI

N-2

Extension Ladder, Fiberglass, 24 ft., IA

WERNER|Mfr #: D6224-3



Technical Specifications

Mfr #: D6224-3

Adjustable Increments: 12"

Item: Extension Ladder

Shoe Design: Aluminum/Rubber

Series: D6200-3

Load Capacity: 300 lb.

ANSI Type: IA

Material: Fiberglass

Includes: Mar Resistant End Caps

Rung Shape: D-Rung

Bottom Width: 19"

Rail Type: Non Conductive

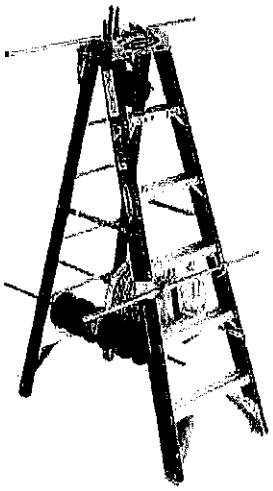
Country of Origin (subject to change): Mexico

Product Description

Extension Ladder, Material Fiberglass, Industry Ladder Size 24 ft., Extended Ladder Height 21 ft., ANSI Type IA, Load Capacity 300 lb., Adjustable Increments 12 In., Bottom Width 19 In., D6200-3 Series, Rail Type Non Conductive, Shoe Design Aluminum/Rubber, Includes Mar Resistant End Caps, Rung Shape D-Rung, Closed Height 9 ft. 2 In., Section Length 8 ft.

8' Fiberglass 375 lb. Stepladder, Type IAA

WERNER| Mfr #: OBEL08



Technical Specifications

Mfr #: OBEL08

Step Tread: Ribbed

Step Depth: 3"

ANSI Type: IAA

Item: Stepladder

Stepladder Item: Stepladder

Number of Steps: 7

Base Spread: 53-5/8"

Includes: Job Top, Tool Lasso(TM) System, Multi Purpose Hooks, Conc Holders

Series: OBEL00

Material: Fiberglass

Load Capacity: 375 lb.

Ladder Height: 8 ft.

Bottom Width: 26-7/8"

Country of Origin (subject to change): Mexico

Product Description

Stepladder, Material Fiberglass, ANSI Type IAA, Ladder Height 8 ft., Load Capacity 375 lb., Number of Steps 7, Base Spread 53-5/8 In., Bottom Width 26-7/8 In., Step Depth 3 In., Step Tread Ribbed, Series OBEL00, Includes Job Top, Tool Lasso(TM) System, Multi Purpose Hooks, Conduit Holder, Wire Spool Holders

' Fiberglass 375 lb. Stepladder, Type IAA

WERNER Mfr #: OBCN08

N-4

Technical Specifications

Mfr #: OBCN08

Step Tread: Ribbed

Step Depth: 3"

ANSI Type: IAA

Item: Stepladder

Stepladder Item: Stepladder

Base Spread: 53-5/8"

Number of Steps: 7

Includes: MagnaGrip and Tool Lasso(TM) Sockets

Series: OBCN00

Material: Fiberglass

Load Capacity: 375 lb.

Bottom Width: 26-7/8"

Ladder Height: 8 ft.

Country of Origin (subject to change): Mexico

Product Description

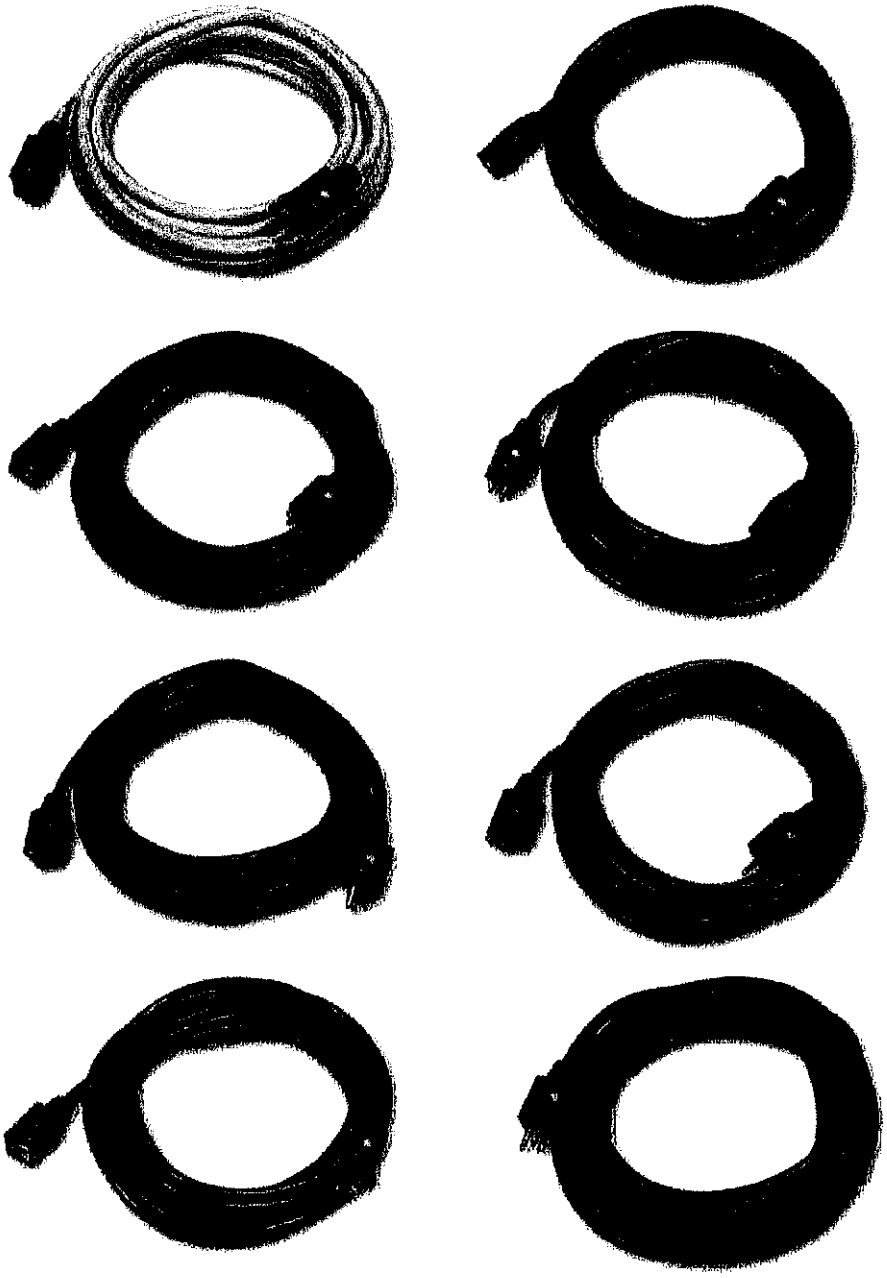
Stepladder, Material Fiberglass, ANSI Type IAA, Ladder Height 8 ft., Load Capacity 375 lb., Number of Steps 7, Base Spread 53-5/8 In., Bottom Width 26-7/8 In., Step Depth 3 In., Step Tread Ribbed, Series OBCN00, Includes MagnaGrip and Tool Lasso(TM) Sockets

A-1

A-2

A-3

Pro Glo® Extension Cords with "CGM" Continuous Current and Ground Monitoring



c UL us OSHA

Our special Pro Glo® SJTW (300V) jackets offer high visibility for safety underfoot and extra flexibility in cold weather. Each male plug has a built in amber neon light which indicates that there is power in the cords and outlet. In addition, these extension cords provide Continuous Current and Ground Monitoring (CGM), an OSHA safety requirement. A green neon light in the female connectors lets you know at-a-glance that there is ground continuity.

A-4

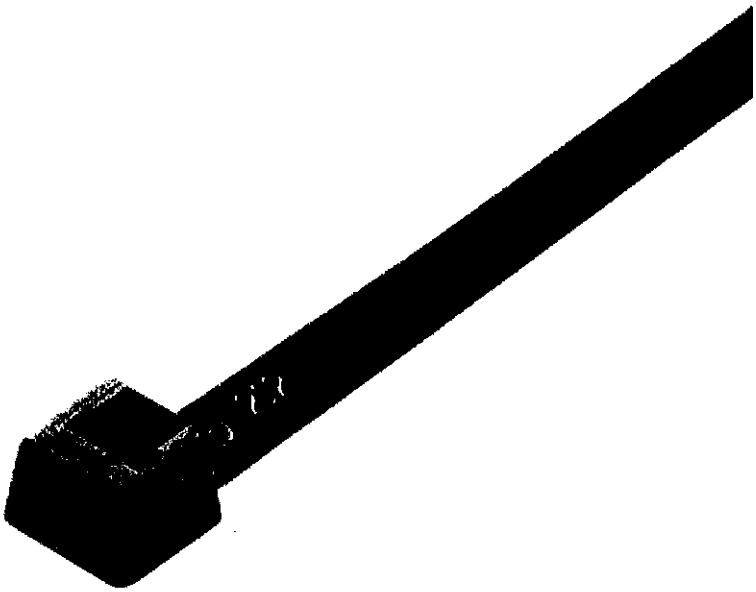
OilPatch Heavy Duty Black Cable Ties

- Non-toxic
- 120lb tensile strength
- .30 wide x .08 thick

Item/Desc

088-B14L0C

14" Hvy Duty Black Cable Ties 120 lb UV



SPECIFICATION SHEET
205-300FR

B-2

FALCON™ 2-PIECE 48" TREATED RAINCOAT

- Made with .35mm thick treated pvc and polyester fabric
- Self material collar for easy cleaning
- Not designed for use in an ARC flash or flash fire application
- Limited flammability
- Silicone free

APPLICATIONS

- Rainy work conditions
- Construction
- High municipalities
- Shipyards
- Agricultural chemical spraying
- Industrial plant maintenance

CARE INSTRUCTIONS

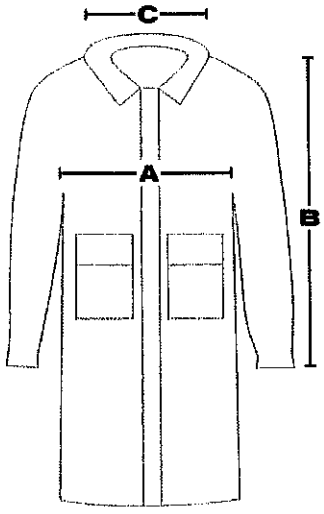
Wipe clean with damp cloth. Do not dry clean, machine wash or iron. Line dry away from heat.

TECHNICAL DATA

MATERIAL	PVC/Polyester, Corduroy
CONSTRUCTION	0.35mm PVC on polyester
COLOR	Yellow
SIZES	S - 5XL
PACKAGING	1 set per polybag; 10 per case
CASE DIMENSIONS	10.2" x 12.2" x 11.4" / 26cm x 31cm x 29cm
CASE WEIGHT	24.3lbs / 11kg
COO	China
HARMCODE	3926.20.6000

DIMENSIONS (in/cm)

	S	M	L	XL	2XL	3XL	4XL	5XL
A	50 / 127	52 / 132	54 / 137.2	56 / 142.2	59 / 149.9	62 / 157.5	64 / 162.6	66 / 167.6
B	30 / 76.2	31 / 78.7	32 / 81.3	33 / 83.8	34 / 86.4	35 / 88.9	36 /91.4	37 / 94
C	16.5 / 41.9	18 / 45.7	18.5 / 47	18.5 / 47	18.5 / 47	19 / 48.3	21 / 53.3	21 / 53.3



BARCODES

ITEM	EACH	BOX	UPC CODE
205-300FR/S	01616314115997	---	026163141159997
205-300FR/M	01616314116000	---	026163141160000
205-300FR/L	01616314116017	---	026163141160017
205-300FR/XL	01616314116024	---	026163141160024
205-300FR/2XL	01616314116031	---	026163141160031
205-300FR/3XL	01616314116048	---	026163141160048
205-300FR/4XL	01616314116055	---	026163141160055
205-300FR/5XL	01616314116062	---	026163141160062

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PROTECTIVE INDUSTRIAL PRODUCTS
www.pipusa.com • sales@pipusa.com • (800) 262-5755 • (516) 864-0144 fax

C-1

PEERLESS

Item # 5031414, Grade 43 High Test Chain - Domestic (NACM)

Grade 43 High Test Chain features both high tensile strength and resistance to wear needed by modern hauling and heavy duty trucking, farm and construction firms. Working load limits exceed those of ordinary low carbon or general utility chain. Order unit is foot. NOT FOR OVERHEAD LIFTING.

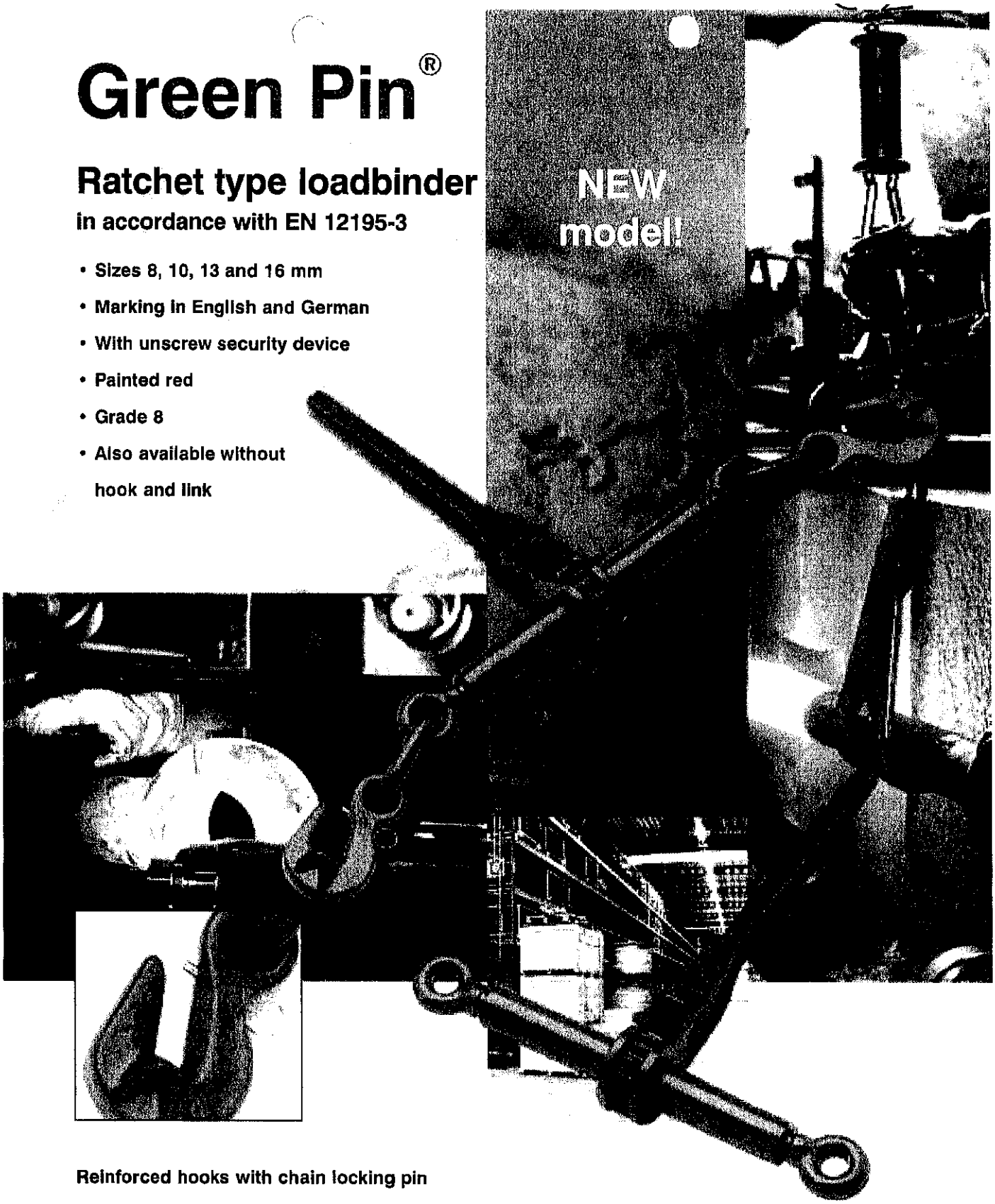
Package Type	Half Drum
Finish	Self-Colored
Trade Size (Inches)	3/8
Trade Size mm	10
Wire Dia.	0.392
Inside Dim. Length (Nominal)	1.374
Inside Dim. Width (Min)	0.551
Ft. Per Package	200
Working Load Limit (Lbs.)	5400
Working Load Limit (kg)	2450
Net Wt. (Lbs.)	272

Green Pin®

Ratchet type loadbinder

in accordance with EN 12195-3

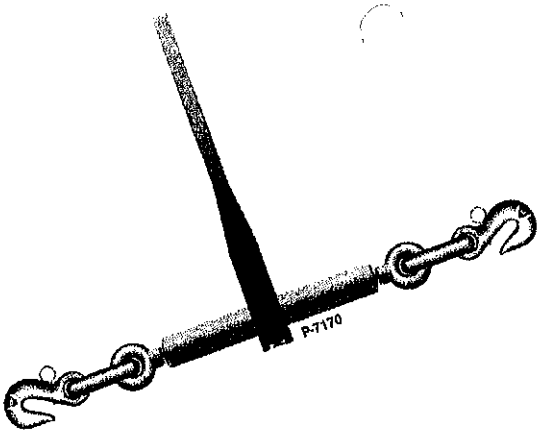
- Sizes 8, 10, 13 and 16 mm
- Marking in English and German
- With unscrew security device
- Painted red
- Grade 8
- Also available without hook and link

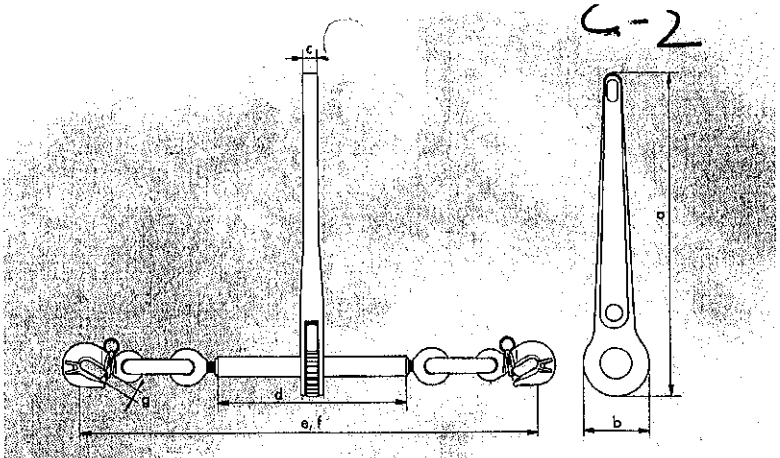


Reinforced hooks with chain locking pin

VAN BEEST®

W O R L D W I D E





Green Pin® ratchet type loadbinder, with hooks

Technical data P-7170

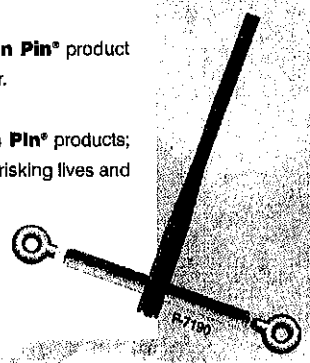
Chain Size	Length	Diameter	Thickness	Length Barrel	Length Open	Length Closed	Width	Take-up	Lashing Capacity	Proof Load	Breaking Load	Weight Per PCE
	a	b	c	d	e	f	g					
mm	mm	mm	mm	mm	mm	mm	mm	mm	tons	tons	tons	kg
8	355	66	16	252	742	573	11	169	4	5	8	4.5
10	355	66	16	252	789	620	13	169	6.3	7.9	12.6	5.4
13	355	66	16	252	866	703	17	163	10	12.5	21.2	7.7
16	355	66	16	252	892	733	20	159	16	20	32.2	10.2

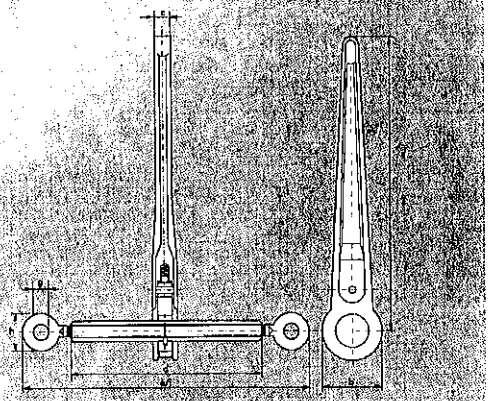
To ensure the high and steady quality of our **Green Pin®** products, Van Beest is certified according to the latest ISO norm, 9001:2000. This is implemented in all aspects of our organization, from the purchase of the raw material to the education of our staff and the quality inspections during the production process. The combination of the right material and a balanced heat treatment, results in a high quality product with optimal strength and ductility.

Make sure you are using the original **Green Pin®** product by checking the marking on the loadbinder.

Please make sure you use genuine **Green Pin®** products; after all, you would not want to find yourself risking lives and loads by using a copy!

Green Pin®
your reliable partner...

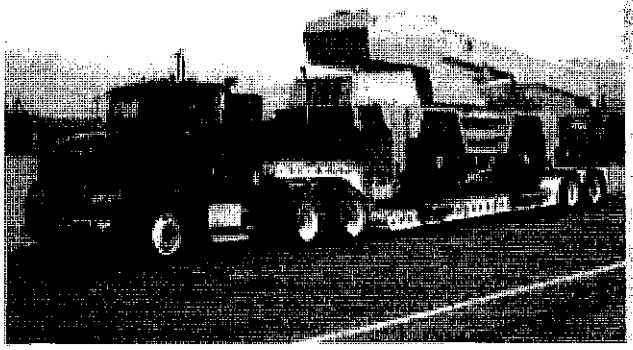




Green Pin® ratchet type loadbinder, without hooks

Technical data P-7190

Chain Size	Length	Diameter	Thickness	Length Barrel	Length Open	Length Closed	Diameter Eye Inside	Diameter Eye Outside	Take-up	Lashing Capacity	Proof Load	Breaking Load	Weight Per PCE
	a	b	c	d	e	f	g	h					
mm	mm	mm	mm	mm	mm	mm	mm	mm	mm	tons	tons	tons	kg
8	355	66	16	252	513	344	20	52	168	4	5	8	3.8
10	355	66	16	252	513	344	20	52	169	6.3	7.9	12.6	4.6
13	355	66	16	252	513	350	26	60	163	10	12.5	21.2	6.9
16	355	66	16	252	511	352	26	64	159	16	20	32.2	9.3



Your dealer:

VAN BEEST

www.vanbeest.nl

C-3

PEERLESS

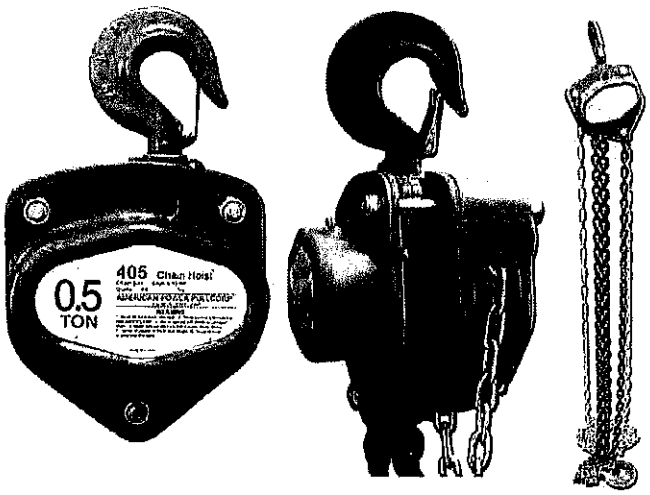
Item # 5262163, G70 Binder Chain Assembly - Domestic (NACM)

5262163

Package Type	Drum
Trade Size (Inches)	3/8
Length (Feet)	16
Qty. Per Drum	20
Lbs. Per Drum	500
Working Load Limit (Lbs.)	6600
Working Load Limit (kg)	2994

Chain Products

C-4

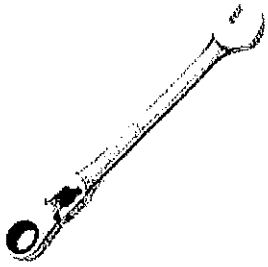


400 Series Chain Blocks

Drop Forged Safety Hooks
Thick Steel Construction
Heat Treated
Triple Geared
Different Chain Lengths Available On Request

	Rated Capacity	Standard Lift	Diameter(in)	Diameter(mm)	Chain Distance between Hooks	Minimum Pulling Efforts	Net Weight
405	1/2 Ton	10'	1/4"	6 mm	10 13/16"	52 lbs	24.3 lbs

C-6



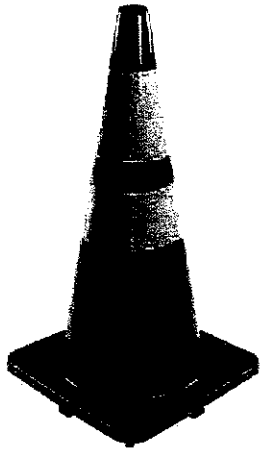
Craftsman 9/16 in. Locking Flex Ratcheting Combination Wrench, Full Polish Finish 42474

Universal Product Identifiers
BrandCraftsman
Part Number42474
GTIN00099575424748

Traffic Cone, 28In, Orange

VALUE BRAND | Mfr #: 6FHA1

D-1



Technical Specifications

Mfr #: 6FHA1

Cone Material: PVC

Item: Traffic Cone

Cone Color: Orange

Base Dimension: 15"

Storage Size Width: 11"

Storage Size Length: 11"

Standards: NCHRP-350, MUTCD, ASTM D4956 - 07

Weight: 7 lb.

Traffic Cone Product Group: Traffic Cones with Bands

Outside Dia.: 11"

Meets MUTCD Requirements: Yes

Base Material: PVC

Cone Height: 28"

Retroreflective Collar: Yes

Base Color: Orange

Country of Origin (subject to change): China

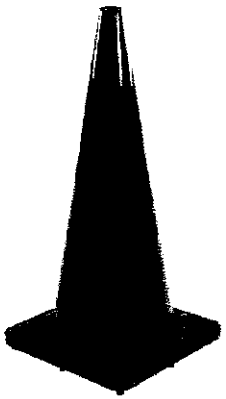
Product Description

Traffic Cone, Cone Height 28 In., Cone Color Orange, Base Color Orange, Retroreflective Collar Yes, Cone Material PVC, Base Material PVC, Traffic Cone Product Group Traffic Cones with Bands, Weight 7 lb., Base Dimension 15 In., Outside Dia. 11 In., Storage Size Length 11 In., Storage Size Width 11 In., Standards NCHRP-350. MUTCD, ASTM D4956 - 07, Meets MUTCD Requirements Yes

Traffic Cone, 28In, Orange

VALUE BRAND Mfr #: 6FHC0

D-2



Technical Specifications

Mfr #: 6FHC0

Item: Traffic Cone

Base Dimension: 15"

Weight: 7 lb.

Cone Color: Orange

Storage Size Length: 11"

Meets MUTCD Requirements: Yes

Base Material: PVC

Standards: NCHRP-350, MUTCD

Outside Dia.: 11"

Base Color: Black

Storage Size Width: 11"

Traffic Cone Product Group: Traffic Cones

Cone Height: 28"

Retroreflective Collar: No

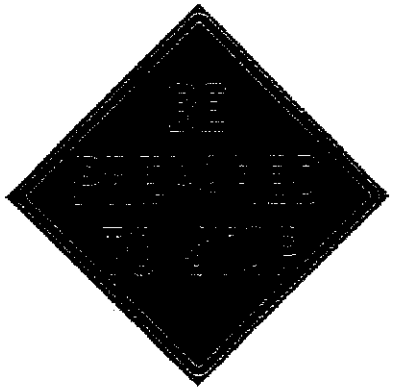
Product Description

Traffic Cone, Cone Height 28 In., Cone Color Orange, Base Color Black, Retroreflective Collar No, Cone Material PVC, Base Material PVC, Traffic Cone Product Group Traffic Cones, Weight 7 lb., Base Dimension 15 In., Outside Dia. 11 In., Storage Size Length 11 In., Storage Size Width 11 In., Standards NCHRP-350, MUTCD, Meets MUTCD Requirements Yes

D-3

48in BE PREPARED TO STOP Mesh

USA-SIGN Mfr #: 669-C/48-EMO-BP



Technical Specifications

Mfr #: 669-C/48-EMO-BP

Standards: MUTCD

Item: Roll Up Traffic Sign

Width: 48"

Height: 48"

Legend: Be Prepared To Stop

Legend/Background Color: Black/Fluorescent Orange

Material: Mesh

Country of Origin (subject to change): United States

Product Description

Roll Up Traffic Sign, Legend Be Prepared To Stop, Mesh, Height 48 In., Width 48 In.

D-4

Midwest Air Tech/Import 889210A 4 x 100-Ft. Mesh Orange PVC Safety/Barrier Fence

Important Made in USA Origin Disclaimer: For certain items sold by Walmart on Walmart.com, the displayed country of origin information may not be accurate or consistent with manufacturer information. For updated, accurate country of origin data, it is recommended that you rely on product packaging or manufacturer information.
4 x 100-Ft. Mesh Orange PVC Safety/Barrier Fence 4' x 100', 1.75" x 2.12" Mesh, Orange, PVC Safety/Barrier Fence, Used As A Visual Barrier For Crowd Control & Also Used As A Job Site Barrier.

Specifications

Manufacturer Part Number	**889210A**
Color	**Multicolor**
Model	**889210A**
Brand	**MIDWEST AIR TECH/IMPORT**
Assembled Product Dimensions (L x W x H)	**6.00 x 6.00 x 48.00 Inches**

D-6

Marking Wand, 33-5/8 In

RUST-OLEUM Mfr #: 268476

Technical Specifications

Mfr #: 268476

Includes: Wand

Holds: Aerosol Can

Overall Length: 33-5/8"

Material of Construction: Aluminum/Plastic

Item: Marking Wand

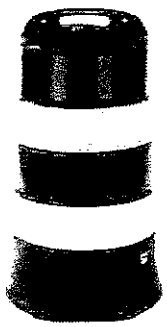
Country of Origin (subject to change): China

Product Description

Marking Wand, Holds Aerosol Can, Material of Construction Aluminum/Plastic, Overall Length 33-5/8 In., For Use With Industrial Grade Paint, Includes Wand

D-7

Traffic Barrel, HDPE, 41-1/2 In. H



Technical Specifications

Mfr #: 03-780-4EG

Standards: NCHRP-350 And MUTCD

Number of Reflective Stripes: 4

Stripe Material: Engineer Grade Sheeting

Barrel Color: Orange

Diameter: 18"

Height: 41-1/2"

Reflective Stripe Height: 4"

Weight: 9 lb.

Stripe Color: Orange/White

Item: Traffic Barrel

Barrel Material: HDPE

Country of Origin (subject to change): United States

Product Description

Traffic Barrel, Height 41-1/2 In., Diameter 18 In., Barrel Color Orange, Barrel Material HDPE, Stripe Color Orange/White, Stripe Material Engineer Grade Sheeting, Number of Reflective Stripes 4, Reflective Stripe Height 4 In., Standards NCHRP-350 And MUTCD, Weight 9 lb.

E-1

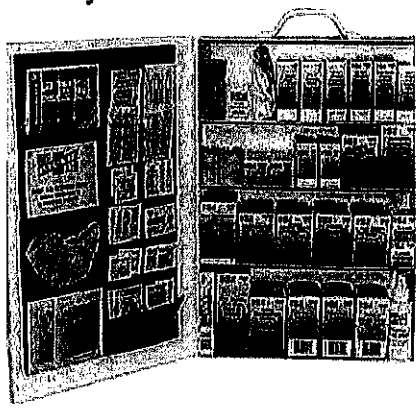
PAC-KIT FIRST AID
Safety & First Aid Kits

ANSI 94 pcs Kit Plastic Case

- 94 pieces
- 25 person kit
- Plastic case
- Carrying handle
- OSHA compliant
- Wall mountable
- Weatherproof gasket

E-2

PAC-KIT FIRST AID
Safety & First Aid Kits



4 Shelf 760 pcs Station

- 760 pieces
- Wall mountable
- Carrying handle
- 100 person station
- 4 shelf steel cabinet

E-3

First Aid Kit, Bulk, White, 106 Pcs, 25 Ppl

FIRST AID ONLY| Mfr #: 224-U/FAO

Technical Specifications

Mfr #: 224-U/FAO

Includes: (1) Metal Case, 10-1/2" x 7-1/2" x 2-1/2", (50) 3/4" x 3" Adhesive Plastic Bandages, (3) 1-3/4" x 3" Large Fingertip Fabric Bandages, (2) 1-1/2" x 3" Knuckle Fabric Bandages, (6) 2" x 2" Gauze Dressing Pads, (3) 2-Pks, (1) 5" x 9" Trauma Pad, (1) 2" Conforming Gauze Roll Bandage, (1) 36" Triangular Sling/Bandage, with (2) Safety Pins, (12) Aspirin Tablets, (6) 2-Pks, (12) BZK Antiseptic Towelettes, (6) Triple Antibiotic Ointment Packs, (3) Insect Sting Relief Pads, (1) 1/2" x 5 yd. First Aid Tape Roll, (1) 4" x 5" Instant Cold Compress, (1) Sterile Eye Pad, (1) Eye Wash, 4 oz., (2) Exam Quality Gloves, (1) Pair, (1) 4-1/2" Scissors, Nickel Plated, (1) 4" Tweezers, Plastic, (1) First Aid Guide

Color Code: No

Item: First Aid Kit

First Aid ANSI Kit Type: I, II

First Aid Kit ANSI Standards: Not ANSI Compliant

Height: 7-1/2"

First Aid Kit Application: General Purpose

Depth: 2-1/2"

Number of Components: 106

Color: White

Case Material: Metal

Waterproof: No

People Served Per Kit: 25

Kit Type: Bulk

First Aid Kit Primary Application: General Purpose

First Aid Kit Mounting Type: Portable, Wall Mount

Width: 10-1/2"

Unitized: No

Number of Shelves: 1

First Aid Kit Type: Kit

Country of Origin (subject to change): United States

Product Description

First Aid Kit, Kit, First Aid Kit Primary Application General Purpose, Unitized No, People Served Per Kit 25, Case Material Metal, First Aid Kit Mounting Type Portable, Wall Mount, Height 7-1/2 In., Width 10-1/2 In., Depth 2-1/2 In., Waterproof No, First Aid Kit Application General Purpose, Number of Components 106, Number of Shelves 1, White, Not ANSI Compliant, First Aid ANSI Kit Type I, II

E-4

Ambi-Dex Disposable Nitrile, 8 Mil

PIP| Mfr #: 63-338PF/L

Technical Specifications

Mfr #: 63-338PF/L

Aloe Inner Surface: No

Item: Ambi-Dex Disposable Nitrile, 8 Mil, PK1

Glove Texture Location: Smooth

Disposable Glove Grade: Industrial

Country of Origin (subject to change): Malaysia

Product Description

Ambi-Dex Disposable Nitrile, 8 Mil, PK1, Glove Texture Location Smooth, Disposable Glove Grade Industrial, Aloe Inner Surface No

E-5

PROTECTIVE INDUSTRIAL PRODUCTS

63-338 Specification Sheet

DISPOSABLE NITRILE

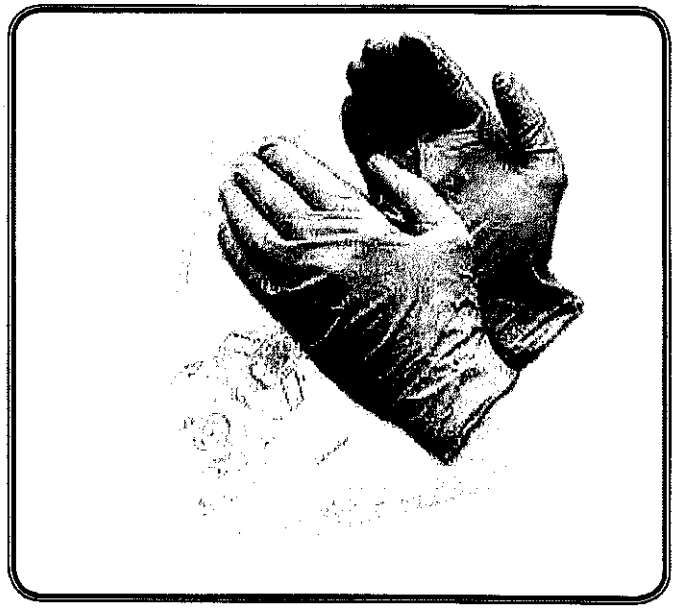
PRODUCT DESCRIPTION:

Nitrile gloves, industrial grade, powdered, 8 mil, textured grip.

- Made from component materials which comply with Federal regulations for food contact, 21CFR, 170-199;
- Contains no natural rubber latex proteins;
- Ambidextrous;
- Economical puncture resistance with great comfort, dexterity and tactile sensitivity;
- Silicone free.

Applications:

A very versatile glove for use in a broad range of applications for light hand protection from liquids, chemicals and debris.



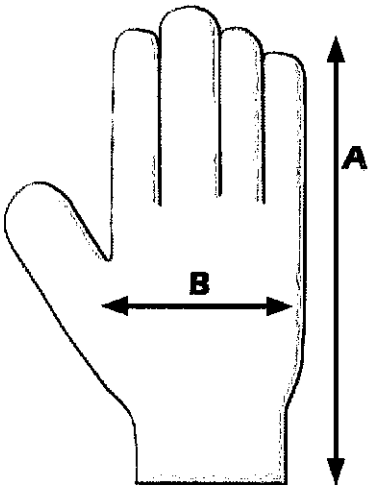
TECHNICAL DATA:

Material: Nitrile
Color: Blue
Available Sizes: S - XL
Packaging: 50 pcs per inner; 20 inners per carton (1,000 pcs)
Case Dimensions (cm): 63.5 X 24.9 X 28.0
(In): 10.4 x 10.0 x 14.5
Case Weight: (S) 16.0 lbs / 7.3 kg (L) 26.0 lbs / 11.8 kg
(M) 25.0 lbs / 11.3 kg (XL) 27.0 lbs / 12.2 kg
AQL Level: 4.0
Manufacturer Certifications: ISO 9002 certified
Country of Origin/Harmonization Code: Malaysia/4015.19.1010

DIMENSIONS:

Size Available	S	M	L	XL
Over Length (cm) +/-0.5 -A	25.0	25.0	25.0	25.0
(In)	9.8	9.8	9.8	9.8
Palm Width (cm) +/-0.5 -B	8.7	9.4	10.7	11.2
(In)	3.4	3.7	4.2	4.4

Palm Thickness	0.20 (+/- 0.02) mm
Cuff Thickness	0.13 (+/- 0.02) mm
Finger Tip Thickness	0.22 (+/- 0.02) mm



ELONGATION INFORMATION:

Before Aging		After Accelerated Aging	
Tensile Strength (minimum)	Elongation (minimum)	Tensile Strength (minimum)	Elongation (minimum)
(Mpa)	%	(Mpa)	%
14.0	600	14.0	500

BARCODE # DISPENSER BOX CASE

63-338/XL	616314011320	02616314011320
63-338/L	616314011313	02616314011313
63-338/M	616314011306	02616314011306
63-338/S	616314011290	02616314011290

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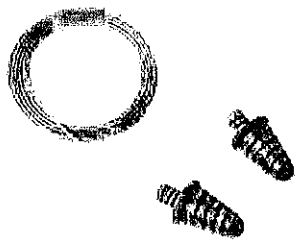
E-6

Ear Plugs, 32dB, Corded, Univ, PK120

3M| Mfr #: P1301



Technical Specifications

Mfr #: P1301

Ear Plug Material: Soft Foam

Ear Plug Packaging: Bulk Bag, Unwrapped

Ear Plug Size: Universal

Item: Ear Plugs

Item: Ear Plugs

Noise Reduction Rating (NRR): 32dB

Pairs Per Package: 120

Cord/Band Material: Vinyl

Country of Origin (subject to change): United States

Standards: ANSI S3.19-1974

Ear Plug Shape: Tapered

Metal Detectable: No

Disposable/ Reusable: Disposable

Corded/Banded: Corded

Ear Plug Color: Silver

Series: Skull Screws

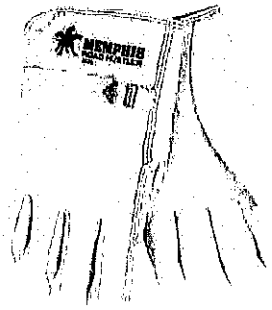
Cord/Band Color: Gray

Product Description

Ear Plugs, Disposable, Corded, 120 Pairs Per Package, Noise Reduction Rating NRR 32dB, Metal Detectable No, Ear Plug Size Universal, Shape Tapered, Plug Color Silver, Plug Material Polyurethane Foam, Cord Color Gray, Cord Material Vinyl, Packaging Poly Bag, Standards ANSI S3.19-1974, Package Quantity 120. For occupational use only

F-1

Memphis 3220 Road Hustler Grain Cowhide Leather Drivers Gloves - Pull Strap - Natural



Memphis Gloves 3220S Description

From wranglin' to buildin', these gloves are tough for the job! Cowhide is the most commonly used leather due to availability. Characteristics include a good balance between abrasion resistance, dexterity, durability and comfort. The 3220 drivers gloves feature; unlined premium grade cow grain leather, pull strap back, rolled leather hemmed, and a straight thumb pattern.

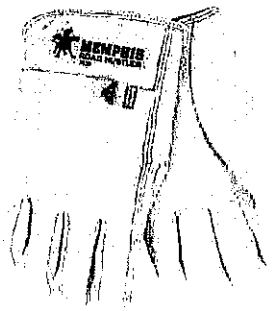
Memphis 3220 Features:

- Premium Grade Grain Cowhide
- Pull Strap
- Straight Thumb
- Rolled Leather Hem

Applications: Carpentry, Construction, Driving, Equipment operation, Farming, Horseback riding, Landscaping, Tractor Trailer operators, fork lift operations

F-2

Memphis 3220 Road Hustler Grain Cowhide Leather Drivers Gloves - Pull Strap - Natural



Memphis Gloves 3220L Description

From wranglin' to buildin', these gloves are tough for the job! Cowhide is the most commonly used leather due to availability. Characteristics include a good balance between abrasion resistance, dexterity, durability and comfort. The 3220 drivers gloves feature; unlined premium grade cow grain leather, pull strap back, rolled leather hemmed, and a straight thumb pattern.

Memphis 3220 Features:

- Premium Grade Grain Cowhide
- Pull Strap
- Straight Thumb
- Rolled Leather Hem

Applications: Carpentry, Construction, Driving, Equipment operation, Farming, Horseback riding, Landscaping, Tractor Trailer operators, fork lift operations

F-3

Coated Gloves, L, Black/Gray, Nitrile, PR

ANSELL| Mfr #: 11-801

Technical Specifications

Mfr #: 11-801

ANSI/ISEA Cut Level: 1

Item: Coated Gloves

Cuff: Knit

Coating Material: Nitrile

Coating Finish: Foam

Coating Coverage: Palm

Lining: Nylon

Application: Assembling, Inspecting, Packing, Small Or Delicate Parts, General Material Handling, General Plant Use

ANSI/ISEA Abrasion Level: 3

Standards: EN388 3131, ASTM F1790 97, ASTM D3389 94

Size: L

Color: Black/Gray

Cuff: Knit

Suggested Use Environment: Dry/Light Oil

ANSI/ISEA Puncture Level: 3

Resists: Abrasions

Country of Origin (subject to change): Multiple

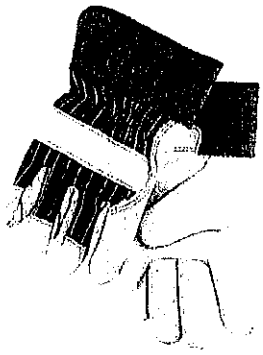
Product Description

Coated Gloves, Coating Material Nitrile, Coating Coverage Palm, Coating Finish Foam, Lining Nylon, Size L, Color Black/Gray, Cuff Knit, Standards EN388 3131, ASTM F1790 97, ASTM D3389 94, ANSI/ISEA Abrasion Level 3, ANSI/ISEA Cut Level 1, ANSI/ISEA Puncture Level 3, Application Assembling, Inspecting, Packing, Small Or Delicate Parts, Door/Wood Framing, General Material Handling, General Plant Use, Abrasions Resists, 1 Pair

F-4

Mustang Leather Gloves, Grain, XL, PK12

MEMPHIS | Mfr #: 127-1935XL



Technical Specifications

Mfr #: 127-1935XL

Item: Planner Notebook, 6 x 9, Gray

Country of Origin (subject to change): China

Product Description

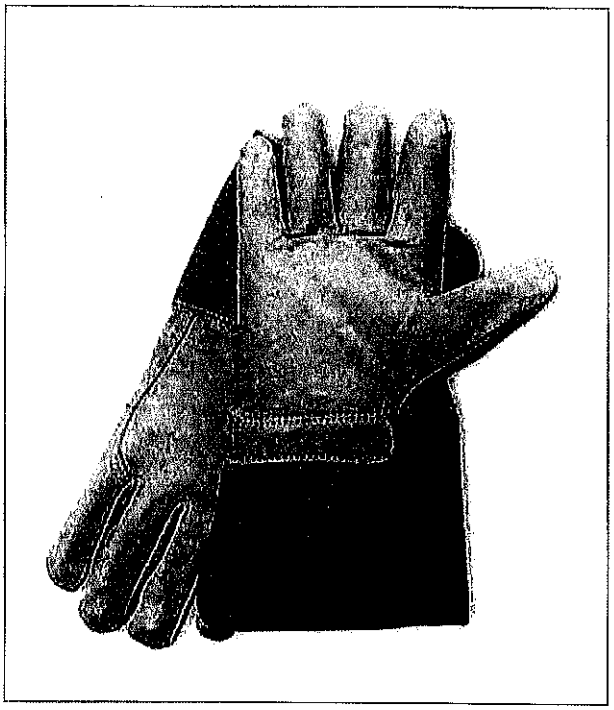
Mustang Leather Gloves, Grain, XL, Package Quantity 12

SPECIFICATION SHEET
87-2066

F-5

PREMIUM GRADE TOP GRAIN COWHIDE LEATHER PALM GLOVE WITH FULL LEATHER BACK AND KEVLAR® STITCHING - GAUNTLET CUFF

- Cowhide leather construction provides comfort, durability, excellent abrasion resistance, and breathability
- Cotton lined palm for extra comfort
- Gunn cut pattern delivers excellent durability, wear and comfort, especially for heavier gloves
- Wing thumb increases comfort in open-handed work
- Rugged extra strength back and cuff
- Stitched with Kevlar® adding strength and burn resistance
- Full leather back for heavy duty protection
- Gauntlet cuff for added forearm protection and allows for easy on and off
- Cotton color binding denotes sizing



APPLICATIONS

- Construction
- Pipe, brick & other material handling
- Farming
- General maintenance

TECHNICAL DATA

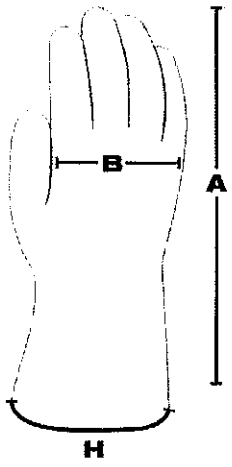
MATERIAL	Cowhide leather		
COLOR	Natural		
CUFF STYLE	Rubberized safety cuff		
SIZES	M - XL		
PACKAGING	12 per polybag, 6 polybags per case		
CASE	16.5" x 9.1" x 8.6" / 42cm x 23cm x 22cm		
CASE WEIGHT	M	L	XL
	48.5 lbs / 22 kg	50.7 lbs / 23 kg	52.9 lbs / 24 kg
MADE	China		

BARCODES

ITEM	BAG	DOZEN	CASE
87-2066/XL	---	01616314008030	02616314008030
87-2066/L	---	01616314008023	02616314008023
87-2066/M	---	01616314015861	02616314015861

DIMENSIONS (in/cm)

	M	L	XL
A	12.6 / 32	13 / 33	13.4 / 34
B	5 / 12.8	5.1 / 13	5.3 / 13.5
H	■ Green	■ Brown	■ Blue



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PROTECTIVE INDUSTRIAL PRODUCTS

84-7532 Specification Sheet

F-6

SPLIT LEATHER PALMS WITH SAFETY CUFFS

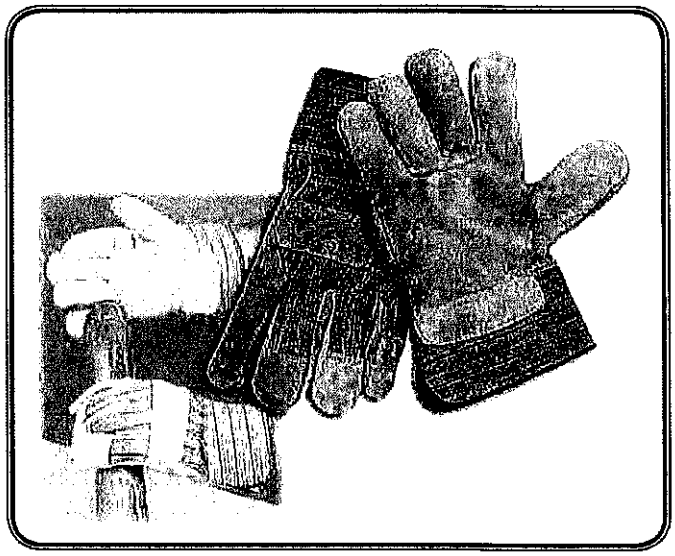
PRODUCT DESCRIPTION:

Mens C grade cowhide split leather palm glove, wing thumb, 3 finger tips, knuckle strap, cotton lined plam, blue/black/red striped fabric back, match 2.75 inch rubberized safety cuff with cotton binding.

- Copper series leather palm gloves are constructed of "B/C" grade split cowhide.
- Leather knucklestrap and finger tips for extra protection.
- Elastic closure sewn inside glove for safety and comfort
- Cotton lined palm for extra comfort.
- Cotton color binding denotes sizes.

Applications:

Used for construction, material handling and general maintenance.

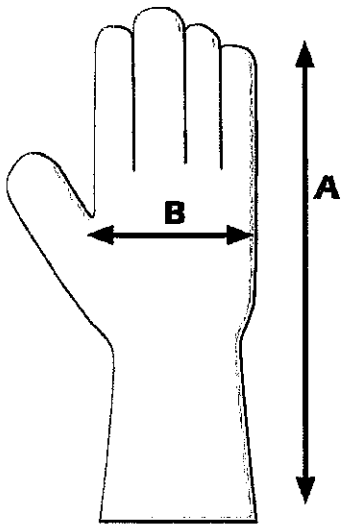


TECHNICAL DATA:

Material: Cowhide leather
Construction: 75% leather, 25% cotton
Color: Blue/black/red & gray
Cuff Style: Rubberized safety cuff
Available Sizes: S-XL
Packaging: 12 pair per dozen, 10 dozen per case
Case Dimensions (S) cm - 26 x 26 x 83 / in - 10.2 x 10.2 x 32.7
(M) cm - 27 x 27 x 83 / in - 10.6 x 10.6 x 32.7
(L) cm - 28 x 28 x 83 / in - 11.0 x 11.0 x 32.7
(XL) cm - 28 x 28 x 85 / in - 11.0 x 11.0 x 33.5
Case Weight: (S) 55.1 lbs / 25.0 kg
(M) 64.0 lbs / 29.0 kg
(L) 58.0 lbs / 26.3 kg
(XL) 63.3 lbs / 28.7 kg
Country of Origin/Harmonization Code: China/4203.29.1800

DIMENSIONS:

Size Available	S	M	L	XL
Over Length (cm) – A	24.25	25.25	26.75	28.0
(in)	9.5	9.9	10.5	11.0
Palm Width (cm) – B	12.0	12.75	13.25	14.0
(in)	4.7	5.0	5.2	5.5
Leather Thickness	0.9 - 1.0 mm			
Binding color	Red	Green	Brown	Blue



BARCODE #	DOZEN	CASE
84-7532/XL	01616314007743	02616314007743
84-7532/L	01616314007736	02616314007736
84-7532/M	01616314007729	02616314007729
84-7532/S	01616314007712	02616314007712

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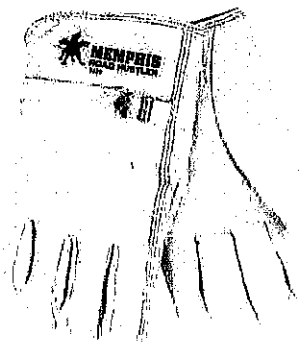
Rough Rider® Drivers Gloves with Pull Strap #25101PR

These Rough Rider® leather drivers gloves feature an added leather wrist strap to cinch them tight. Each glove is sewn with an inset, keystone thumb and bound at the cuff with leather.

Memphis 3220 Road Hustler Grain Cowhide Leather Drivers Gloves - Pull Strap - Natural



Memphis Gloves 3220S Description

From wranglin' to buildin', these gloves are tough for the job! Cowhide is the most commonly used leather due to availability. Characteristics include a good balance between abrasion resistance, dexterity, durability and comfort. The 3220 drivers gloves feature; unlined premium grade cow grain leather, pull strap back, rolled leather hemmed, and a straight thumb pattern.

Memphis 3220 Features:

- Premium Grade Grain Cowhide
- Pull Strap
- Straight Thumb
- Rolled Leather Hem

Applications: Carpentry, Construction, Driving, Equipment operation, Farming, Horseback riding, Landscaping, Tractor Trailer operators, fork lift operations

PIP Regular Grade Leather Pull Strap Closure Driver's Glove - Straight Thumb

F-9
F-10

SKU:PIP68-153

Regular Grade. Used in construction, machine operation, light duty welding, utility work, farming, roping and many other general applications.

- Top Grain Cowhide Drivers
- Regular Grade
- Straight Thumb
- Pull Strap Closure
- Top Grain Cowhide leather construction provides comfort, durability, excellent abrasion resistance, and breathability
- Top Grain leather is smooth, provides durability and dexterity
- Drivers gloves feature slip-on styling to provide good fit and comfort
- Straight thumb increases comfort in closed-fisted work
- Leather pull strap closure with metal buckle for a secure, personal fit
- Cotton color binding denotes sizing

PROTECTIVE INDUSTRIAL PRODUCTS

F-11

68-163 Specification Sheet

UNLINED LEATHER DRIVER'S GLOVES, TOP GRAIN COWHIDE

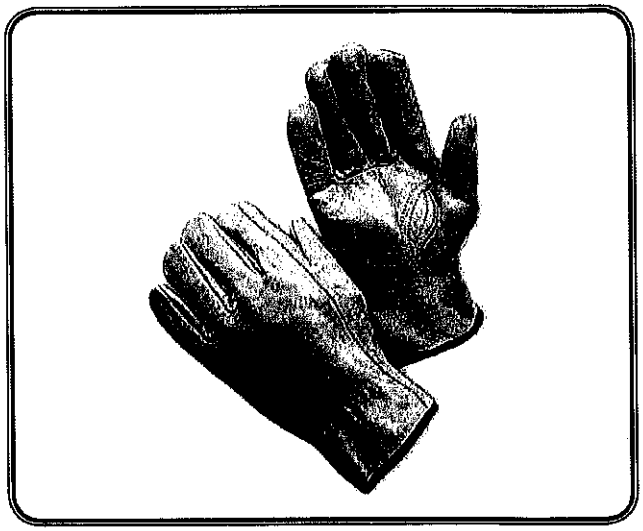
PRODUCT DESCRIPTION:

Mens top grain cowhide leather driver glove, keystone thumb, unlined, shirred elastic wrist, color cotton binding.

- All leather top grain cowhide construction.
- Consistent grading and superior workmanship.
- Excellent dexterity and abrasion resistance.
- Elastic back.
- Chromium free.

Applications:

Used in construction, machine operation, light duty welding, utility work, farming, roping and many other general applications.

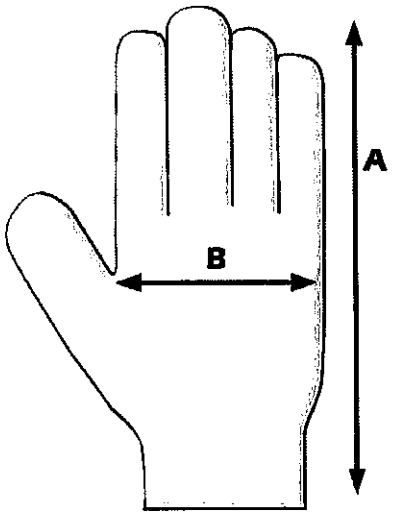


TECHNICAL DATA:

Material: Cowhide leather
Construction: 100% leather
Color: Natural
Cuff Style: Slip on
Available Sizes: S-XXL
Packaging: 12 pair per dozen, 10 dozen per case
Case Dimensions (S) cm - 63 x 25 x 26 / in - 24.8 x 9.8 x 10.2
(M) cm - 64 x 26 x 26 / in - 25.2 x 10.2 x 10.2
(L) cm - 65 x 27 x 26 / in - 25.6 x 10.6 x 10.2
(XL) cm - 65 x 28 x 26 / in - 25.6 x 11.0 x 10.2
(XXL) cm - 66 x 30 x 40 / in - 26.0 x 11.8 x 15.8
Case Weight: (S) 33.3 lbs / 15.1 kg (L) 41.7 lbs / 18.9 kg
(M) 35.0 lbs / 15.9 kg (XL) 42.7 lbs / 19.4 kg
(XXL) 39.0 lbs / 17.7 kg
Manufacturer Certifications: ISO9001:2008 certified
Country of Origin/Harmonization Code: India/4203.29.0800

DIMENSIONS:

Size Available	S	M	L	XL	XXL
Over Length (cm) - A	22.3	23.5	24.8	26.0	27.0
(In)	8.8	9.3	9.8	10.2	10.6
Palm Width (cm) - B	11.5	12.3	12.8	13.3	13.5
(In)	4.5	4.8	5.0	5.2	5.3
Leather Thickness	0.9 - 1.0 mm				
Binding color	Red	Green	Brown	Blue	Black



BARCODE #	DOZEN	CASE
68-163/XXL	01616314002809	02616314002809
68-163/XL	01616314008481	02616314008481
68-163/L	01616314008474	02616314008474
68-163/M	01616314008467	02616314008467
68-163/S	01616314008450	02616314008450

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PROTECTIVE INDUSTRIAL PRODUCTS

F-12

84-7532 Specification Sheet

SPLIT LEATHER PALMS WITH SAFETY CUFFS

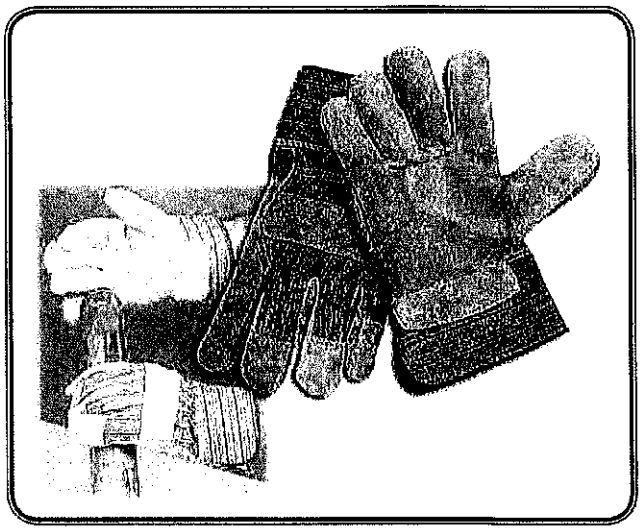
PRODUCT DESCRIPTION:

Mens C grade cowhide split leather palm glove, wing thumb, 3 finger tips, knuckle strap, cotton lined plam, blue/black/red striped fabric back, match 2.75 inch rubberized safety cuff with cotton binding.

- Copper series leather palm gloves are constructed of "B/C" grade split cowhide.
- Leather knucklestrap and finger tips for extra protection.
- Elastic closure sewn inside glove for safety and comfort
- Cotton lined palm for extra comfort.
- Cotton color binding denotes sizes.

Applications:

Used for construction, material handling and general maintenance.

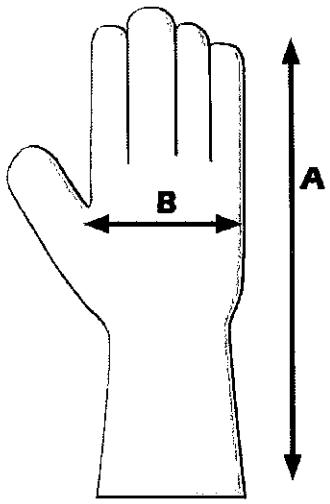


TECHNICAL DATA:

Material: Cowhide leather
Construction: 75% leather, 25% cotton
Color: Blue/black/red & gray
Cuff Style: Rubberized safety cuff
Available Sizes: S-XL
Packaging: 12 pair per dozen, 10 dozen per case
Case Dimensions (S) cm - 26 x 26 x 83 / in - 10.2 x 10.2 x 32.7
(M) cm - 27 x 27 x 83 / in - 10.6 x 10.6 x 32.7
(L) cm - 28 x 28 x 83 / in - 11.0 x 11.0 x 32.7
(XL) cm - 28 x 28 x 85 / in - 11.0 x 11.0 x 33.5
Case Weight: (S) 55.1 lbs / 25.0 kg
(M) 64.0 lbs / 29.0 kg
(L) 58.0 lbs / 26.3 kg
(XL) 63.3 lbs / 28.7 kg
Country of Origin/Harmonization Code: China/4203.29.1800

DIMENSIONS:

Size Available	S	M	L	XL
Over Length (cm) - A	24.25	25.25	26.75	28.0
(in)	9.5	9.9	10.5	11.0
Palm Width (cm) - B	12.0	12.75	13.25	14.0
(in)	4.7	5.0	5.2	5.5
Leather Thickness	0.9 - 1.0 mm			
Binding color	Red	Green	Brown	Blue



BARCODE #	DOZEN	CASE
84-7532/XL	01616314007743	02616314007743
84-7532/L	01616314007736	02616314007736
84-7532/M	01616314007729	02616314007729
84-7532/S	01616314007712	02616314007712

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SPECIFICATION SHEET
87-2066

PREMIUM GRADE TOP GRAIN COWHIDE LEATHER PALM GLOVE WITH FULL LEATHER BACK AND KEVLAR® STITCHING - GAUNTLET CUFF

- Cowhide leather construction provides comfort, durability, excellent abrasion resistance, and breathability
- Cotton lined palm for extra comfort
- Gunn cut pattern delivers excellent durability, wear and comfort, especially for heavier gloves
- Wing thumb increases comfort in open-handed work
- Rugged extra strength back and cuff
- Stitched with Kevlar® adding strength and burn resistance
- Full leather back for heavy duty protection
- Gauntlet cuff for added forearm protection and allows for easy on and off
- Cotton color binding denotes sizing

APPLICATIONS

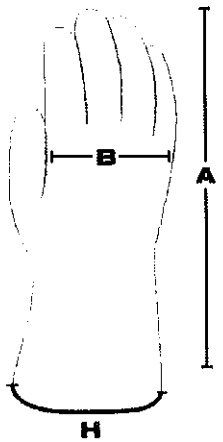
- Construction
- Pipe, brick & other material handling
- Farming
- General maintenance

TECHNICAL DATA

MATERIAL	Cowhide leather		
COLOR	Natural		
CUFF STYLE	Rubberized safety cuff		
SIZES	M - XL		
PACKAGING	12 per polybag, 6 polybags per case		
CASE	16.5" x 9.1" x 8.6" / 42cm x 23cm x 22cm		
CASE WEIGHT	M	L	XL
	48.5 lbs / 22 kg	50.7 lbs / 23 kg	52.9 lbs / 24 kg
ORIGIN	China		

DIMENSIONS (in/cm)

	M	L	XL
A	12.6 / 32	13 / 33	13.4 / 34
B	5 / 12.8	5.1 / 13	5.3 / 13.5
H	■ Green	■ Brown	■ Blue



BARCODES

ITEM	BAG	DOZEN	CASE
87-2066/XL	---	01616314008039	02616314008030
87-2066/L	---	01616314008023	02616314008023
87-2066/M	---	01616314015861	02616314015861

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F-14, F-15, F-16

RINGERS GLOVES

TURBO PLUS

ELASTIC CUFF • HI-VIS

EN 388 3121

EN 420

TECHNOLOGY

- Elastic band with hook and loop rubber pull tab closure
- Soft and durable premium mesh fabric on top of hand for optimal comfort and flexibility
- Premium synthetic leather used for split palm construction for long lasting durability
- Wrap around index finger construction protecting vulnerable wear and tear zone
- Lightweight fabric between fingers for excellent dexterity
- Reflective logo on top of hand for increased visibility

FEATURES

REFLECTIVE

INDUSTRIES

- Automotive
- Material Handling
- Public Works
- Engineering
- Mining
- Utilities
- Food processing
- Oil & Gas
- Manufacturing
- Public Safety

S	M	L	XL	2XL	3XL
138-08	138-09	138-10	138-11	138-12	138-13

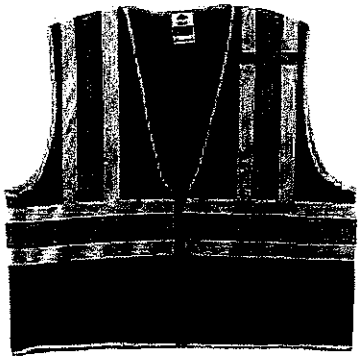
Intergalactic Headquarters
1021 Bandana Boulevard East Suite 220
St Paul, MN 55108

Phone: 800-225-8238 or +1(651)642-9889
www.ergodyne.com

Coordinates
44°58'15.5"N
93°9'8.9"W
ALT: 930Ft

GloWear® 8229Z Type R Class 2 Economy Two-Tone Vest

G-1, G-2, G-3



Class 2 Economy Two-Tone Vest: Mesh fabric, zipper closure. See the study, see the person. Two-tone works.

Features

- ANSI-compliant polyester mesh (3.3oz.)
- Zipper closure
- 2" ANSI-compliant reflective
- Reflective set on 4.5" contrasting color background
- Pockets: One inside

Item Number - Color - Size

- 21307 - Orange - 2XL/3XL
- 21309 - Orange - 4XL/5XL
- 21299 - Lime - 4XL/5XL
- 21297 - Lime - 2XL/3XL
- 21303 - Orange - S/M
- 21305 - Orange - L/XL
- 21293 - Lime - S/M
- 21295 - Lime - L/XL
- 21301 - Orange - XS
- 21291 - Lime - XS

Order in Multiples of: 1

Application

- Road Construction
- Utility Crew
- Survey Crew
- Construction
- Railway Workers
- Baggage Handlers
- Emergency Response
- Warehousing/Distribution

For more information, visit https://www.ergodyne.com/hi-vis-apparel/class-2-safety-vests/glowear-8229z-type-r-class-2-economy-two-tone-vest.html

G-4

CORDOVA
SAFETY PRODUCTS

VEST SPECIFICATIONS

Item Number	V100/V101
Product Group	Safety Vests
Description	Non-Rated, Polyester Mesh Safety Vests, Hook & Loop Closure, Available in Orange (V100) and Lime (V101), No Reflective Tape
V100/V101	
Unit of Sale	One Each
Case Pack	Twenty Four Each
Country of Origin	China
Available Sizes	One Size Fits All

Corporate Headquarters:
2085 W.E. Freeman Drive
Memphis, TN. 38114
Phone 901-458-5030
Fax 901-458-3343

www.cordovaisc.com

West Coast Office:
4451 Eucalyptus Avenue
Chino, CA 91746
Phone 877.264.9832
Fax 877.264.9833

SPECIFICATION SHEET

G-5, 302-MVGZ4P

G-6,
G-7,
G-8

ANSI TYPE R CLASS 2
FOUR POCKET VALUE MESH VEST

- Breathable polyester mesh
- Zipper closure
- 2" silver reflective tape
- 2 lower internal pockets
- 2 external chest pockets, 1 including 4 pen pockets

APPLICATIONS

- Construction
- Survey crews
- Utility workers
- Railway and metro workers
- Shipyards

CARE INSTRUCTIONS

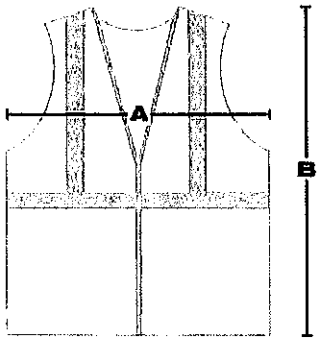
Recommend washing in tempered water not exceeding 104°F or 40°C. Wash in a 5-10 minute cycle time or hand wash. Rinse in cold water. Tumble dry at temperature not exceeding 104°F or 40°C, do not wring. Do not wash in biological powder, wash as synthetics. Maximum of 30 wash cycles.

TECHNICAL DATA

MATERIAL	100% Polyester mesh
CONSTRUCTION	120g/m2 100% polyester 5*1 mesh fabric; silver reflective tape; #5 resin zipper
COLOR	Hi-Vis Lime Yellow Hi-Vis Orange
SIZES	S - 5X
PACKAGING	1/Polybag, 50/Case
CASE	19.7" x 11" x 15" / 50cm x 28cm x 38cm
CASE WEIGHT	27 lbs / 12.2 kg
ORIGIN	China

DIMENSIONS (in/cm)

	S	M	L	XL	2X	3X	4X	5X
A	45/114	47.2/120	49.6/126	52/132	54.3/138	56.7/144	59/150	61.4/156
B	24/69	28/71.1	28/71.1	28/71.1	28/71.1	28/71.1	28/71.1	28/71.1



BARCODES

ITEM	EAN	UPC	CASE
302-MVGZ4P-LY/S	01616314204547	---	02616314204546
302-MVGZ4P-LY/M	01616314072429	---	02616314072428
302-MVGZ4P-LY/L	01616314072412	---	02616314072411
302-MVGZ4P-LY/XL	01616314072436	---	02616314072435
302-MVGZ4P-LY/2X	01616314072375	---	02616314072374
302-MVGZ4P-LY/3X	01616314072382	---	02616314072381
302-MVGZ4P-LY/4X	01616314072399	---	02616314072398
302-MVGZ4P-LY/5X	01616314072405	---	02616314072401
302-MVGZ4P-OR/S	01616314204554	---	02616314204553
302-MVGZ4P-OR/M	01616314072498	---	02616314072497
302-MVGZ4P-OR/L	01616314072481	---	02616314072480
302-MVGZ4P-OR/XL	01616314072504	---	02616314072503
302-MVGZ4P-OR/2X	01616314072443	---	02616314072442
302-MVGZ4P-OR/3X	01616314072450	---	02616314072459
302-MVGZ4P-OR/4X	01616314072467	---	02616314072466
302-MVGZ4P-OR/5X	01616314072474	---	02616314072473

South Texas Spectacle
Laredo Texas
956) 712-3750

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1 of 9

Safety Supplies Contract
FY 17-024

26.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) South Texas Specialties

Signature of person authorized to sign bid Raymundo Rodriguez Jr. Date 01/25/17

Print Name of person authorized to sign bid Raymundo Rodriguez, Jr.

Title: Owner

Business Address: 6408 Crescent Loop Unit 1

City, State, Zip Code: Laredo, TX 78041

Telephone Number: 956.712-3750 Fax Number: 956.722-1083

Contact Person Email Address: rodzjr@sbcglobal.net

Federal Tax ID Number: 47-4728889

Bidders Principal/Corporate Place of Business Address: 6408 Crescent Loop Unit 1

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: ✓

If other state business status: LLC

State how long under its present business name: 7 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)

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:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify CMBL

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

27.0 Tab B Price Schedule
The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

27.1 Section A- Electrical Extension Cords

Section A – Electric Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	12/3 x 100' Extension cord	Each	$ 87.33	Century Pro Glo/D17442100
A - 2	12/3 x 25' Extension cord	Each	$ 21.38	Century Pro Glo/D17442025
A - 3	12/3 X 50'' Extension cord	Each	$ 40.81	Century Pro Glo/ D17442050
A - 4	14" Black cable ties	Each	$ 8.71	Oil Patch / B14LOC
A – 5	16 Gauge tie wire	Each	$ 4.90	Grip Rite/ TW16 312I (Amm)
A – 6	25' Extension cord	Each	$ 11.86	Master Electrician / 02407 ME
	TOTAL		$ 174.99	

27.2 Section B – Raincoats
3 Piece with Silk Screen – Rain suits must include a jacket, detachable hood and bib-overall. The suite must be made of rugged, 210 denier nylon scrim base that is double-coated with PVC that forms a 0.288-mm thick material. Suits must have Rip stop reinforcements. The seams must be leaking resistant and heat-sealed. The plastic hardware must be nonconductive. The color of raincoats must be yellow. Must be available in men's chest sizes 38-56. River City Protective Wear # 3003 or approved equal.

Section B – Raincoats				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B- 1	Raincoat LG	Each	$ 10.56	PIP/205-370 FR +10.00 * silkscreen
B - 2	Raincoat LG with Hoodie	Each	$ (10.00 SS) 8.63	PIP/ 205- 300FR
B – 3	Raincoat XLG	Each	$ 10.56 (10.00 SS)	PIP/ 205-370 FR +10.00
B- 4	Raincoat XXLG	Each	$ 10.56	PIP/205- 370FR +10.00
B- 5	Raincoat XXXLG	Each	$ (10.00 SS) 10.56	PIP/205- 370 FR +10.00
	TOTAL		$ (10.00 SS) 90.87	

Hooded Raincoat LG

*: price depends on quantity ordered + how many colors

27.3 Section C – Chains & Ratchets

Section C — Chains & Ratchets				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
C – 1	3/8" x 200' Grade 43 chain "43"	Each	$467.50	Kennedy / 900-02450
C – 2	3/8" Ratchet load binders	Each	$ 36.90	Kennedy / 1000-34095
C – 3	3/8" x 20' Chain binder	Each	$ 59.40	Kennedy / 900-03450
C – 4	5' Ratchet hoist	Each	$ 93.71	American Power Pull / 405
C – 5	2" x 27' Ratchet tie down with strap: Item: 04622	Each	$ 12.36	Kennedy / 13097
C – 6	9/16" Combination ratchet wrench	Each	$ 21.28	Craftsman / 42474
	TOTAL		$691.15	

27.4 Section D – Traffic Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual on Uniformed Traffic Control Device System regulations.

27.4.1 Wide body traffic cone with 2 reflective collars, (top collar to be 6 inches and bottom collar to be 4 inches) Work Area #28 PVC-TLHRSL-6RFL-4, JBC Safety or approved equal.

27.4.2 Plain wide body traffic cone, Work Area # 28 PVCTLH, JBC Safety or approved equal.

Section D- Traffic Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	Heavy Duty, 28" traffic cones with two, diamond grade, reflective collars (top collar to be 6 inches and bottom collar to be 4 inches)	Each	$ 19.04	Value Brand / 6FHA1 (Orange)
D - 2	Heavy Duty, 28", plain wide body traffic cones without collars	Each	$ 16.06	Value Brand / 6FHCØW (Orange)
D – 3	48x48 Roll up sign "BE PREPARED TO STOP"	Each	$ 132.98	USA Sign / 669-C/48-EMO-BP
D – 4	4'x100' Orange safety fence	Each	$ 25.71	Midwest Air Technology / 889210A
D – 5	Roll up sign stands	Each	$ 54.13	Dicke / T-55
D – 6	Marking wands	Each	$ 24.81	Rust-oleum / 268476
D – 7	Safety barrels with rings	Each	$ 59.51	Cortina / 03-780-4EG (Orange)
	TOTAL		$332.24	

**********Bid Price Schedule Section must be completely filled out in order to be considered***

27.5 Section E– First Aid & Safety Equipment

Section E – First Aid & Safety Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E – 1	First Aid construction kit	Each	$14.04	ACME / 6082
E – 2	First Aid cabinet for construction kit	Each	$158.60	Pac-Kit / 2110-6175
E – 3	Vehicle first aid construction kit (metallic box)	Each	$39.73	First Aid Only / 224-U/FAO
E – 4	Large Latex Gloves	Case	$7.53	PIP 50/Case 63-338PF/L
E – 5	X Large Latex Gloves	Case	$7.53	PIP 50/Case 63-338PF/XL
E – 6	Airsoft reusable ear plugs 30 decibals	Box	$59.02	3M / P1301
	TOTAL		$286.45	

27.6 Section F– Gloves
Leather Palm Gloves, double palm as per specs. -No approved equal (by dozen)
Leather Palm Gloves MCR 12 11J Manufacture: Memphis Gloves, Size Large

Section F — Gloves				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
F – 1	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, MEDIUM.	Dozen	$201.25	Memphis / MEM-3220
F – 2	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, Large.	Dozen	$201.25	Memphis / MEM-3220
F – 3	Hyflex Gloves	Dozen	$55.95	Ansell / 11-801
F – 4	XLG Mustang Leather Palm Gloves	Dozen	$22.13	PIP / 84-7532
F – 5	XLG Mustang Premium leather gloves	Dozen	$86.44	PIP / 87-2066
F – 6	Double palm leather gloves; size Large	Dozen	$22.13	PIP / 84-7532/L
F – 7	Med. Driver Gloves w/strap	Dozen	$202.50	Rough Rider / 25101PR
F – 8	Med. Mustang premium leather gloves	Dozen	$86.44	PIP / 87-2066

F – 9	Medium drivers leather gloves w/pull strap	Dozen	$ 46.19	Enviro Safety Products/68-153
F – 10	Medium leather gloves with strap	Dozen	$ 46.19	Enviro Safety Products/68-153
F – 11	Large leather driver gloves	Dozen	$ 45.63	PIP/ 68-163 HV
F – 12	Large mustang leather palm gloves	Dozen	$ 22.13	PIP/ 84-7532
F – 13	Mustang premium leather gloves Large	Dozen	$ 86.44	PIP/87-2066
F – 14	Reflective Mechanic Gloves -Large	Dozen	$ 159.75	Ringers Gloves/138
F – 15	Reflective Mechanics Gloves M	Dozen	$ 159.75	Ringers Gloves/138
F – 16	Reflective Mechanics Gloves -XLG	Dozen	$ 159.75	Ringers Gloves/138
	TOTAL		$ 725.83	

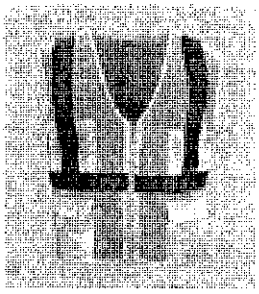
27.7 Section G– Safety Vest

Section G —Safety Vest Must be ANSI Compliant				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
G-1	L /XL Surveyors Safety Vest Ergodyne	Each	$ 6.40	Glowear/8229Z Lime or orange
G - 2	2XL Surveyors Safety Vest. Ergodyne	Each	$ 6.40	Glowear/8229Z Lime or orange
G-3	3XL Surveyors Safety Vest. Ergodyne	Each Each	$ 6.40	Glowear/8229Z Lime or orange
G-4	Large Poly/cotton Safety Vest Non ANSI compliant	Each	$ 1.91	Cordova/ V101
G - 5	Large Class 11 Safety Vest	Each	$ 6.13 10.00	PIP/302-MVGZ4P silk screen *
G - 6	XL Class 11 Safety Vest	Each	$ 6.13 10.00	PIP/302-MVGZ4P silk screen
G - 7	2XL Class 11 Safety Vest	Each	$ 6.13 10.00	PIP/302-MVGZ4P silk screen
G - 8	3XL Class II Safety Vest	Each	$ 6.13 10.00	PIP/302-MVGZ4P silk screen

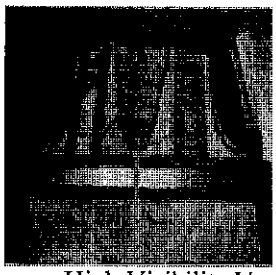
* = price depends on quantity + how many colors used

G- 9	Large Class II Safety Vest with two double lines	Each	$ 5.00	Cordova / VZ241P-L
G-10	XL Class II Safety Vest with two double lines	Each	$ 5.00	Cordova / VZ241P XL
G-11	2XL Class II Safety Vest with two double lines	Each	$ 5.00	Cordova / VZ241P-2XL
G-12	3XL Class II Safety Vest with two double lines	Each	$ 5.00	Cordova / VZ241P-3XL
	TOTAL		$ 105.63	

ANSI Class 2 vests shall have a minimum of 775 square inches of background material and a minimum of 201 square inches of retro reflective material (**1.375 inch reflective stripes**). These sleeveless vests are required for workers on sites around traffic going 25 mph or higher and workers near heavy machinery.



R&R Industries, Inc or approved equal.
Class 2 / level 2
Style: V200L
RRI # 128452
RN# 73907
Lime vest with silk screened 2" above horizontal stripe on back of the vest



Ergodyne- Glowear, High Visibility Vest
Item Model: BI-V320, Model #: 8229Z or approved equal, Lime

ANSI- Compliant Surveyor vest - Polyester mesh (3.3 oz)
Zipper closure
2" level 2 ANSI-Compliant reflective material
Reflective set on 4.5" contrasting color background
Pockets: One, Inside
Colors: Lime, Orange

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.8 Section H– Safety Glasses

All safety glasses provided shall comply with ANSI / Z80.3 - 2008, Nonprescription Sunglasses and Fashion Eyewear - Requirements

Section H – Safety Glasses				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H-1	Smoke lens; wrap around safety glasses	Dozen	$ 11.10	PIP/250-01-0001
H-2	Smoke frame; wrap around safety glasses	Dozen	$ 11.10	PIP/250-01-0001
H-3	Smoke lens; wrap around camo frame safety glasses	Dozen	$ 73.20	Nemesis Jackson/3020707
H-4	Grey wrap around safety glasses	Dozen	$ 11.10	PIP/250-01-0001
H-5	Clear lens wrap around safety glasses	Dozen	$ 11.10	PIP/250-01-0900
H-6	Clear , wrap around protective glasses for traffic guards	Dozen	$ 11.10	PIP/250-01-0900
H-7	Dark lens safety glasses	Dozen	$ 11.10	PIP/250-01-0001
H-8	Amber lens safety glasses	Dozen	$ 13.35	Pyramex/S41305
H-9	Platinum clear safety glasses	Dozen	$ 43.35	Anser/250-AN-10115
H-10	Smoke lens safety glasses for Traffic Guards	Dozen	$ 11.10	PIP/250-01-0001
H – 11	Dewalt Contractor Pro Safety Glasses	Dozen	$ 23.55	Bouton PIP/250-21-0100
	TOTAL		$231.15	

27.9 Section I– Rubber Boots

Section I — Rubber Boots				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
I-1	Steel toe rubber boots (Black) Sizes: 7 - 14	Each	$ 16.45	Economy Boot/70663 Am
I-2	Steel toe water boots (Black)	Each	$ 16.45	Economy Boot/70663 Am
I-3	Chest waders Sizes: 7-12	Each	$ 96.38	7+8=91.45; 9=96.38, 10=90.10 Proline/72101; 11=82.00; 12=83.14 * Am
I-4	Steel toe chest waders Sizes: 7-12	Each	$ 164.69	7=184.69; 8-12=149.71 Onguard/86060733
	TOTAL		$293.97	

***********************Bid Price Schedule Section must be completely filled out in order to be considered***

* = Prices vary depending on size

27.10 Section J– Hard Hat & Mask

Section J — Hard Hat & Mask				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
J – 1	White full brim hard hat	Each	$9.38	Pyramex / HP24110
J – 2	White full brim ratchet hard hat	Each	$9.38	Pyramex / HP24110
J – 3	Green full brim hard hat	Each	$9.38	Pyramex / HP24135
J – 4	Blue full brim hard hat	Each	$7.20	Pyramex / HP24160
J – 5	MSA V-Guard hard hat: 4-Point Staz-on Pin lock	Each	$11.25	MSA / 454733
J – 6	Protected head cap	Each	$3.19	Pyramex / PH40010
J – 7	Ergodyne Chill-Its Dew Rag: Stars & Stripes	Each	$4.86	Ergodyne / 6615
J – 8	Ergodyne Chill-Its Dew Rag: Camouflage	Each	$4.86	Ergodyne / 6615
J – 9	Ergodyne Chill-Its Dew Rag: Flames	Each	$4.86	Ergodyne / 6615
J – 10	Clear lens face shields	Each	$1.56	Jackson / 8154
J – 11	3M Particulate respirator 8510, N95	Box	$13.88	3M / 8510
J – 12	3M Respirator respirator 8200, N95	Box	$11.64	3M / 8200
J – 13	STIHL 0000 886 0210 Landscaper Brush Shield Protector	Each	$56.24	Stihl / 000 886 0210
	TOTAL		$147.68	

Section J- Hard Hat & Mask: Full Brim Hat with

3M Particulate respirator 8510, N95:

- Adjustable M-Nose clip
- Braided headband
- 3M Proprietary filter media
- Fluid resistant passes the highest level of fluid resistance at 160mm H

3M Respirator respirator 8200, N95:

- Low cost N95
- Suggested for grinding, sanding, sweeping and other dust operation
- Adjustable nose clip, two-strap design and dual point attachment to help provide a secure fit
- Electrostatic ally charged microfibers are designed for ease for breathing

STIHL 0000 886 0210 Landscaper Brush Shield Protector:

- Developed for users of clearing saws, trimmers, and brush cutters
- Epoxy-coated full face screen
- Comfortable
- Adjustable hearing protectors
- Noise reduction rating of 25 decibels

27.11 Section K– Other Safety Supplies

Section K — Other Safety Supplies				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
K – 1	Knee pads	Each	$9.44	Ergodyne / 16534
K – 2	Neck & Shoulder protection	Each	$10.65 84.38	Sargemama EVS / SBOS
K – 3	Bionic face shield	Each	$31.59	Honeywell / S8500
K – 4	25LB Cotton rags	Case	$26.28	Star Wipers / RTC-MC-25
K – 5	XL Tyvek Disposable coveralls hood & boots	Each	$2.60	DanGuard / DSP127XL
K – 6	Wasp & Hornet killer	Each	$5.70	Raid / CBD13536
	TOTAL		$170.64	

27.12 Section L – Shovels & Brooms

Section L — Shovels & Brooms				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
L – 1	16" Synthetic street brooms with handle	Each	$17.56	Weiler / WEI-42033
L – 2	Round point shovel	Each	$18.60	Hisco / HIRP14L-W
L – 3	16" Sharp shooter	Each	$24.61	Hisco / HISS14MD-W
L – 4	Square point shovel	Each	$19.94	Hisco / HISP2MD-W
L – 5	D Handle aluminum scoop shovel	Each	$57.86	Jackson / 027-1681400
L – 6	16" Heavy duty street brooms with handle	Each	$25.69	Rubbermaid / FG9B2200BRN
L – 7	Angle broom	Each	$8.35	GenuineJoe / 9570
	TOTAL		$173.11	

Genuine Joe Angle Broom: 12" Wide
- Ideal for use in malls, restaurants and lobbies
- Bristles trap fine particles and will not stain, discolor or absorb odors

Aluminum Scoop D Handle:
- Blade Length = 19 in
- Blade Width = 15 1/4 in
- Capacity Volume = 4.50 cu ft
- Handle Type = Cushion D-Grip
- Overall Blade Material = Aluminum
- Blade Handle Material = White Ash

27.13 Section M – Grease and Lube

Section M — Grease & Lube				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
M – 1	Mystik JT-6 Grease	Each	$ 3.41	Mystik / MYS6606D06002080
M – 2	Mystik JT-6 Grease high temp.	Each	$ 5.48	Mystik / 6.65056ET11
M – 3	Grease gun flex hose #500-E	Each	$ 14.80	Lincoln / G113
M – 4	Grease gun ridged pipe #500	Each	$ 20.55	Lincoln / 1142
M- 5	Red RTV silicone #81409	Case	$ 5.73	Versa / PT65309
M- 6	Clear RTV silicone: #S00010	Case	$ 4.31	Red Devil / 0826/01
M- 7	CRC Super penetrant 12 pack Item #EW12386Z	Case	14.68	CRC / 9150-00-529-7518
M - 8	Absorbent oil pad ENR 300 15"x19"	Case	$ 22.04	Texas Ragtime S-Oil-Pad-Dim-06
	TOTAL		$ 91.20	

27.14 Section N - Ladders

Section N - Ladders				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
N – 1	Extend - Climb-8-ft-Telescoping-Aluminum-Extension-Ladder-with-225-lb-Load-Capacity-Type-II-Duty-rating-	Each	$ 450.25	Xtend&Climb/PSE125/300bkbk
N – 2	24 ft. Fiberglass Extension Ladder with 300 lb. Load Capacity Type IA Duty Rating	Each	$ 587.09	Werner / D6224-3
N - 3	8' Type IAA Fiberglass Electricians Job Station	Each	$ 267.74	Werner / OPELO8
N - 4	8' Type IAA Fiberglass Contractor Job Station	Each	$ 218.89	Werner / OBCNO8
	TOTAL		$ 1,529.97	

**********Bid Price Schedule Section must be completely filled out in order to be considered**

27.15 Section O – Tools

Section O- Tools				
Item #	Description	UOM	Unit Price	Brand / Stock Number of
O – 1	16" Pound sledge hammer	Each	$ 42.50	WestWard / 2DBT6
O – 2	Rock Pick hammer	Each	$ 26.08	Plumb / 11493
O – 3	Ball Pin hammer	Each	$ 13.44	WestWard / 2DBR8
O- 4	17 Pc ½ Dr. Socket set commercial grade	Set	$ 113.25	Craftsman / 911593
O – 5	21 Pc ¼ Dr. Socket set, commercial grade	Set	$ 43.16	DeWalt / DWMT73805
O - 6	170 Pc Tool set, heavy duty commercial grade	Set	$ 1616.00	Crescent / CTK170MP
O – 7	72" San Angelo bar	Each	$ 616.49	Council Tool / TBL
O – 8	Pick Mattock with fiberglass handle	Each	$ 50.66	Nupla / 24552
O – 9	3 PC Channel locking pliers set	Set	$ 50.14	Craftsman / 945293
O – 10	3 PC Packing hook set	Set	$ 55.89	Osborne / Sept1551651203
O – 11	3 PC Vice grip set	Set	$ 37.55	Craftsman / 945713
O – 12	30" Bolt cutter	Each	$ 132.11	Ridgid / 14228
O – 13	36" Asphalt lutes	each	$ 45.88	Hisco / HI36LdLSR
O – 14	24" Squeegees with handle: #4124	Each	$ 37.49	Libman / 1038
O – 15	Machete with plastic handle: M24	Each	$ 15.31	SOG / MC01-N
O – 16	Fire hydrant wrenches	Each	$ 39.99	WheelerRex / 8700
O – 17	7 ½ yellow umbrellas	Each	$ 89.00	Ergodyne / 12967
O – 18	Pruning loppers	Each	$ 46.24	Craftsman / 7183721
O – 19	Magnolia Brush Shoe Handle Wire Scratch Brushes: Item # MGB 455-4-SC	Each	$ 8.53	Proto / 2t-1312
O – 20	Trash picker	Each	$ 26.96	ThoughGuy / 13R142
	TOTAL		$ 1,106.67	

***********Bid Price Schedule Section must be completely filled out in order to be considered***

27.16 Provide discount pricing for other safety items not specifically listed in the bid schedules:

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	15 %	
Medium provided: (electronic, internet, etc.)	www.southtexasspecialties.com	
Catalogue:		

Owner/President Name: Raymundo Rodriguez Jr.

Company Address: 6408 Crescent Loop Unit 1

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: Raymundo Rodriguez Jr.

Company Representative's Name: Raymundo Rodriguez, 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 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

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Raymundo Rodriguez Jr. Raymundo Rodriguez Jr 01/26/17
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.**

n/a

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

n/a
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

29.0 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 Raymundo Rodriguez, Jr. of South Texas Specialties
(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.

Raymundo Rodriguez Jr

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 26th day of 01 20 17.

Notary Public

My commission expires:

January 30, 2019

VERONICA MARTINEZ
Notary Public, State of Texas
My Commission Expires
January 30, 2019

30.0 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 of 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: Raymundo M.I. ___ Last: Rodriguez Suffix: Jr.

***2. Contract Information.**

a) Contract or project name: Safety Supplies Contract

b) Originating department: Finance Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

Raymundo Rodriguez, Jr.
South Texas Specialties

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Raymundo Rodriguez Jr. Title: Owner

Company Name or DBA: South Texas Specialties **Date:** 01/25/17

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

31.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.** South Texas Specialties Laredo, TX 78041 USA

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.** City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.** Safety Supplies FY 17-024

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**

VERONICA MARTINEZ
Notary Public, State of Texas
My Commission Expires
January 30, 2019

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

Raymundo Rodriguez R.
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Raymundo Rodriguez, this the 26 day of January, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Veronica Martinez — Printed name of officer administering oath | Notary — 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

South Texas Specialties

Safety Products Catalog 2016

South Texas Specialties
OIL FIELD SUPPLIES

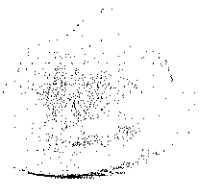
6408 Crescent Loop Unit 1 Laredo, TX 78041
W: www.southtexasspecialties.com | O: 956.712.3750 | F: 956.722.1083 | E: info@southtexasspecialties.com

Hard Hats

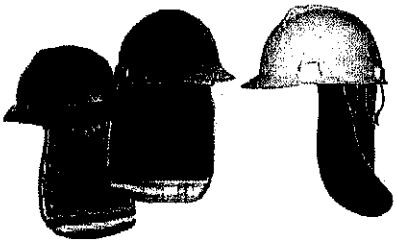
MSA V-Gard Hard Hat

- Available in different colors
- 4 point ratchet suspension
- Available in Full Brim and Cap Style

Pyramex Hard Hat

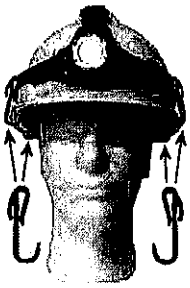


- Available in different colors
- 4 point ratchet suspension
- Available in Full Brim and Cap Style



Hard Hat Shades

- Available in mesh and solid
- Helps protect neck from sun exposure



Hard Hat Lamps

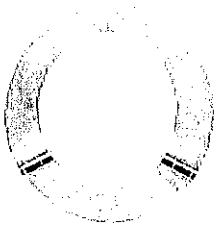
- Includes rechargeable batteries
- 1 year warranty
- 3 brightness levels

Hard Hat Face Shield

- Available for aluminum or plastic brackets
- Available for MSA and Pyramex
- 8" H x 15.5-16" W

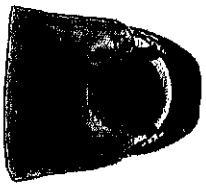
Hard Hat Sweatband

Plush, super absorbent 100% cotton terry sweatband, with easy snap-on application helps headgear fit more securely.



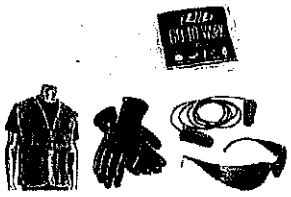
Hard Hat Brim Guard

- Cooling Method
- Provides Shade
- For Use With V-Gard(r) Non -Slotted Hats.



MiraCool® PVA Hard Hat with Shade

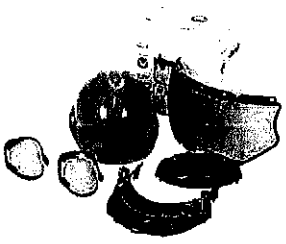
Retains water while remaining dry to the touch. Cooling lasts for several hours.



Go-To-Work Pre-Pack Kit

Includes:

- White EVO6121 Hard Hat
- Zenon Z12 Gray A.S. Eyewear
- Corded Ear Plugs
- Nitrile Gloves (L)
- Class 2 Lime Yellow Vest (XL)



Hard Hat w/ Faceshield Bracket Accessories Kit

Includes:

- Orange Hard Hat w/Faceshield Bracket and Visor Full Brim
- Suspension Ratchet

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Safety Gloves

FR Treated Gloves

- FR treated with two layers of 100% cotton cord fabric strengthen the critical wear area of the palm, thumb and index finger.
- Knit wrist holds glove on snugly and keeps foreign particles out. Fabric weight: 18-ounces.
- Meets ASTM D6413 - 08 Standard Test Method for Flame Resistance of Textiles
- Available in green, orange and white

String Knit (Cotton) Gloves

- Automated computerized knitting machine converts cotton or synthetic blend yarn into a finished glove.
- The knit construction conforms to the hand for excellent dexterity. Elastic knitwrist ensures a snug and comfortable fit.
- Available coated (with pvc dots) and uncoated.

18 oz. Double Palm Gloves

- Two layers have been quilted together forlong wear, cushioning and insulation.
- The cotton canvas fabric offers good abrasion and barrier to grime. The clute pattern and cotton material provide a soft, flexible comfort.
- Knit wrist holds glove on snugly and keeps foreign particles out. Fabric weight: 18-ounces.
- Available in different colors.

Pigskin Leather Driver's Gloves

- Top Grain Pigskin leather construction provides great breathability due its porous texture, becomes softer with use and withstands moisture without stiffening
- Drivers gloves feature slip-on styling to provide good fit and comfort
- Keystone thumb is ergonomic, reduces hand fatigue, offers superior dexterity and durability
- Cotton color binding denotes sizing

Leather Palm Gloves

- Economy leather palm gloves are ideal for hundreds of general purpose applications.
- This clute pattern glove is made of split cowhide leather palm for good service.
- It has a full palm lining, and 100% striped cotton backing.
- Available with a Gauntlet Cuff or Knit Wrist.

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Safety Gloves

Canvas Gloves

- Cotton canvas work glove with a knit wrist
- Strong yet comfortable
- Good for use in general purpose or maintenance applications

Canvas Gloves (PVC Finger)

- General purpose applications, suitable for every industry
- Black coated PVC dots make an excellent addition for a sure grip
- Made of 100% cotton canvas
- Durable stretch knit wrist for a sure-fit to keep out debris.

Joker Mechanic Impact Gloves

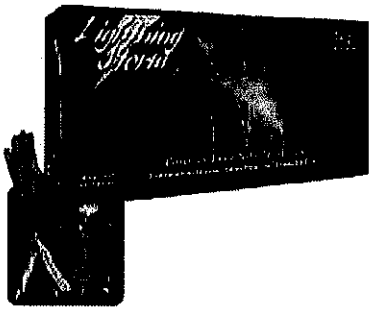
- Impact protection to back of the hand provided by TPR on fingers, knuckles and carpal bone area
- Available with black PVC padded patch palm, fingers and thumb with double stitching for durability or with black pvc dots
- 4-Way stretch fabric back for comfort
- Neoprene cuff delivers solid fit along with easy on and off

Disposable Gloves

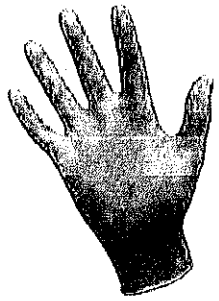
- Nitrile
- 4 mil, 6 mil or 8 mil
- Powder Free

Disposable Gloves

- Latex
- 14 mil
- Powdered



Lightning Storm Powder Free Blue 9 mil Extended Cuff Nitrile Gloves



SAS Safety 6609 Derma-Lite Lightly Powdered Nitrile 5 Mil Gloves

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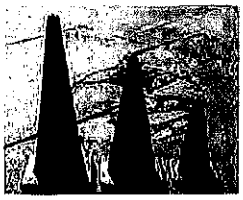
Traffic Cones

Plain Orange Traffic Cones

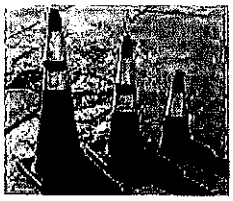
- Available in 18" and 28"



- Injection molded of rugged fluorescent orange PVC for maximum daytime and nighttime visibility. Cones contain UV absorbers to maintain the original color and brilliance.
- Broad square base provides superior traction on the road preventing cone from rolling away or blowing over.

Traffic Cones with Reflective Collar

- Available in 18" and 28"



- Features hi-intensity reflective cone collars for maximum visibility.
- Injection molded of rugged fluorescent orange PVC for maximum daytime and nighttime visibility.
- Broad square base provides superior traction on the road preventing cone from rolling away or blowing over.

Traffic Cones Reflective Collar

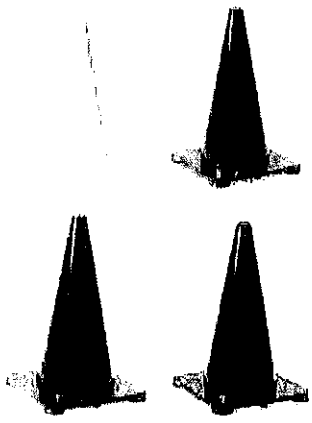
- Features hi-intensity reflective cone collars for maximum visibility.

- Injection molded of rugged lime-green PVC for maximum daytime and nighttime visibility. Cones contain UV absorbers to maintain original color and brilliance.
- Broad square base provides superior traction on the road preventing cone from rolling away or blowing over.

Vertical Mount Cone Holder

- This vertical mount cone holder can be mounted onto a vehicle in order to keep traffic cones together and organized.
- Length 6-7/8 In.
- Width 2-1/2 In.
- Height 22 In.
- Material: Steel
- For Use With Traffic Cones

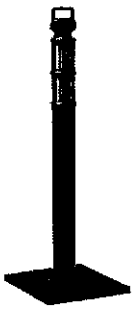
Plain Colored Traffic Cones



- Available in 18"
- Injection molded of rugged fluorescent orange PVC for maximum daytime and nighttime visibility. Cones contain UV absorbers to maintain the original color and brilliance.
- Broad square base provides superior traction on the road preventing cone from rolling away or blowing over.

Also available:

- 4" x 100' Portable Safety Zone with Retractable Mesh with Lights and Poles
- 45" Delineator Post with Base



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Raincoats and Boots

Classic 60" Raincoat w/ Detachable Hood—FR267C

- Most popular garment in the industry
- Versatile, good for outdoor and indoor use
- Corduroy lined collar for comfort
- Available in black
- .35 mm PVC on polyester broadloom fabric

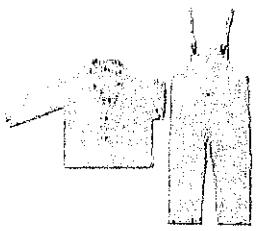
STEEL TOE PVC BOOT 16"

- 100 % waterproof protection

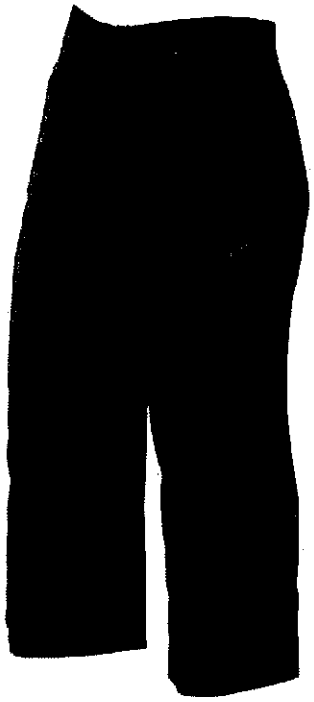
- Features anti-skid sole and heel for improved safety
- Removable and washable Foot Form cushion insoles
- Steel toe meets the ANSI Z41 PT99 I/75 C/75

River City® Wizard PVC Raincoat

- Flame retardant and protects against most chemicals, oils and acids



- Made from double coated PVC over a nylon scrim material providing excellent resistance to snags and tears
- Detachable drawstring hood included



Chain Saw Chaps

These Pro Mark™ protective apron chaps are essential protective apparel for serious chainsaw operators.

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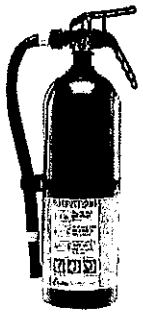
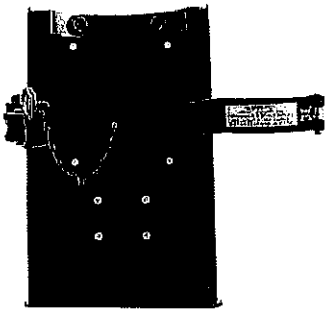
Fire Extinguishers

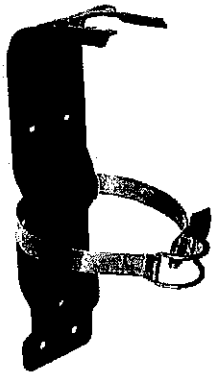


Fire Extinguishers
Available in:

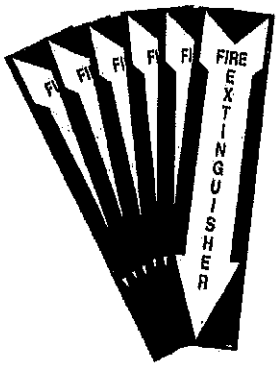
- 2.5 lbs.,
- 5 lbs.,
- 10 lbs.,
- and 20 lbs.



Fire Extinguisher Brackets
These brackets are for wall mounting. Brackets are available for all the sizes of fire extinguishers we carry.

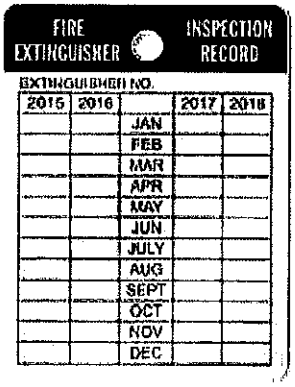


Fire Extinguisher Vehicle Brackets
These brackets are for vehicle mounting. Brackets are available for all the sizes of fire extinguishers we carry.



Fire Extinguisher Vinyl Stickers

- Self-adhesive
- 18" H x 4" W
- Meets OSHA standards.



Fire Extinguisher Inspection Record Tags

- Punchable
- Available in Aluminum or plastic
- 2.25" H x 3" W
- For 4-year maintenance

Fire Extinguisher Maintenance

Refill and certifications are available through a third party. Give us a call, and we will take care of your fire extinguishers' maintenance.

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Signs

We carry vinyl stickers that may be used for indoor and outdoor purposes. Some are made in 10" x 14", 12" x 12", and 15" x 15". We can also order them in customized sizes. Stickers can also be customized to suit your needs.

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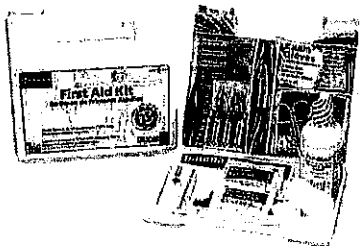
Emergency Response

10-Person First Aid Kit

This 63-piece first aid kit is ideal for contractors, vehicles or small companies with less than 10 employees. It meets federal OSHA requirements 1910.151b (State requirements may vary). Sturdy and convenient, the 10-unit plastic case contains the first aid essentials to prepare you for work-related accidents. The partitioned, water-resistant plastic case is wall mountable yet has a handle for easy carrying.



25-Person First Aid Kit

This 94-piece first aid kit is ideal for contractors, fleet vehicles, work sites or small companies with up to 25 employees. It meets federal OSHA recommendations containing first aid essentials for work-related accidents. The partitioned, water-resistant plastic case is wall mountable yet has a handle for easy carrying. Meets OSHA 1910.151b. Includes first aid guide.

100-Person First Aid Kit

This 3-shelf, 1041-piece industrial first aid station with 8-pocket liner is designed as an auxiliary kit for businesses, offices and work sites and serves up to 100 people. The wall-mountable metal cabinet holds over 1000 items and offers easy refilling with a full-color, easy-to-use reordering schematic. Refills are color-coded for easy identification in an emergency. Meets ANSI Z308.1-2003. Includes 40 page first aid guide.

Burn Care Kit

Emergency burn kit includes WaterJel burn dressings, bandages, EMT shears, and gloves.

1-Person Snake Bite Kit

Includes:

(2) 1 In.x3 In. Plastic Adhesive Strips, (2) Alcohol Wipes, (2) Ammonia Inhalant, (1) Mini Scalpel, (1) Snake Bite Syringe, (1) Rubber Tourniquet

Snake Gaiters

Help prevent snake bites in this heat with snake gaiters. These gaiters reach right below the knees. Available in plastic and canvas.

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Cleaning Supplies

Krud Kutter Conc. Cleaner/Degreaser

- Cuts grease, grime, oil, wax, dried latex paint & more
- Water-based; biodegradable
- Concentrated, commercial strength formula
- Cleaner, degreaser, and stain remover
- Interior / exterior use

Krud Kutter The Must for Rust

- Unique rust remover and inhibitor
- Removes and prevents rust in one step
- Soak in or brush on application
- Works fast
- Protects bare metal for up to 12 months

GOOF OFF—The Miracle Remover

- **For Use On**: Fully Cured Painted Surfaces, Vinyl Floors, Solid Vinyl Upholstery, Metals, Glass, Brick, Wood, Concrete, Grout, Fiberglass, Laminate Countertops
- **Removes**: Adhesive, Glue, Dried Latex Paint, Asphalt, Tar, Crayon, Pen, Marker, Lipstick, Tar, Road Grime, Bugs, Tree Sap

WD-40 Smart Straw

- Quickly dries out electrical systems to eliminate moisture-induced short circuits
- Protects metal surfaces with corrosion-resistant ingredients to shield against moisture and other corrosive elements
- Loosens rust-to-metal bonds and frees stuck, frozen or rusted metal parts

Scott Shop Towel Roll

- Ideal for tough cleanup tasks, ranging from automotive spillage to general-purpose cleaning
- Strong and absorbent for wet and dry applications
- Virtually lint free

Simple Green® Industrial Cleaner & Degreaser

- Non-Toxic, Biodegradable, Non-Ionic, Non-Flammable, Non-Abrasive
- Exempt from OSHA & EPA special handling & personal protection requirements for hazardous materials
- Safer alternative to hazardous chemicals and solvents

Scott Rags in a Box

- Soft absorbent towels that perform like a cloth
- POP-UP* Box with built-in handle allows you to take the product to the job while keeping rags clean

Windshield Washer Fluid

- Autoguard® Clear Vision Windshield Cleaner
- Contains no VOC's
- Windshield cleaner for better visibility
- Freezes at 32° and below

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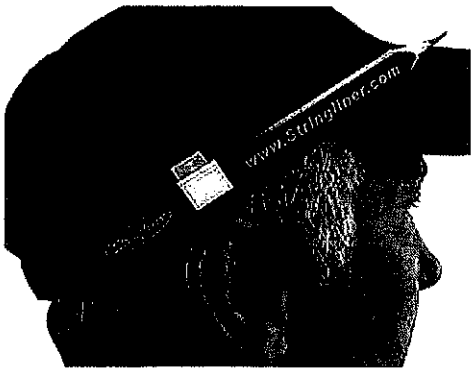
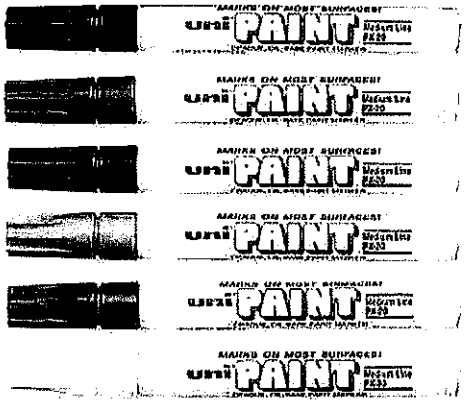
Paint Markers and More!



- **The Pencil Pal** is a magnetic hat clip pencil holder and pencil. It uses a super strong magnet and quality banded pencils.
- The nylon clip can be used on the bill of the cap or over the ear.

U-Mark A10 Paint Marker

- A10 combines the efficiency and economy preferred by high volume industrial users by providing consistent performance and excellent value.
- Heavy duty tip is made to withstand repetitive industrial applications such as witness marks and dots.
- Marking of tools, inventory, and work-in-progress. Highly visible and permanent on most surfaces such as metals, plastics, wood, glass, ceramics, corrugated cardboard, textiles, etc.



Uni Paint Marker

- Opaque oil-based paint markers resist abrasion
- Marks permanently on most surfaces including glass, metal, plastic, rubber, stone, wood, pottery and more
- Acid free

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Seasonal

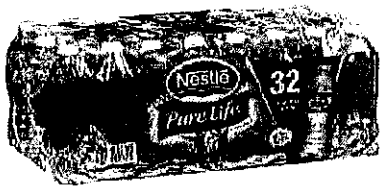
Gatorade

The one and only. With a legacy over 40 years in the making, it's the most scientifically researched and game-tested way to replace electrolytes lost in sweat. Gatorade Thirst Quencher hydrates better than water, which is why it's trusted by some of the world's best athletes.

Available in bottled and powder version in store.

Nestle Bottled Water— 16.9 oz. 32 Count

Every drop of water in every bottle of Nestle® Pure Life® Purified Water goes through a multi-step process of filtration that involves reverse osmosis and/or distillation. The water is then enhanced with a unique blend of minerals for great taste.



Sqwincher Zero Tubes

Get portable, great tasting hydration at work or on the go with Sqwincher Zero Qwik Stik Tubes! Each tube contains 10 packets of ready to mix, sugar-free, Sqwincher powder. Simply mix with water and enjoy!

Stay Out of the Sun!

This insta-shade SHAX® 6100 Lightweight Industrial Umbrella from Ergodyne provides fast relief from the sun.

Features:

- 84" diameter
- 300D polyester shell with PU and UV coatings
- Meets CPAI-84 flame resistance code
- Tilt mechanism for full sun protection
- Vented top for maximum airflow
- Four different height options with peak at 92"
- Includes over-the-shoulder, oversized storage bag with convenient pocket and ground spike

Additional options for umbrella placement are the SHAX® 6190 Umbrella Stand or the Shax® 6191 Umbrella Suction Cups that can be used to attach to a vehicle.

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Our Specialized Services

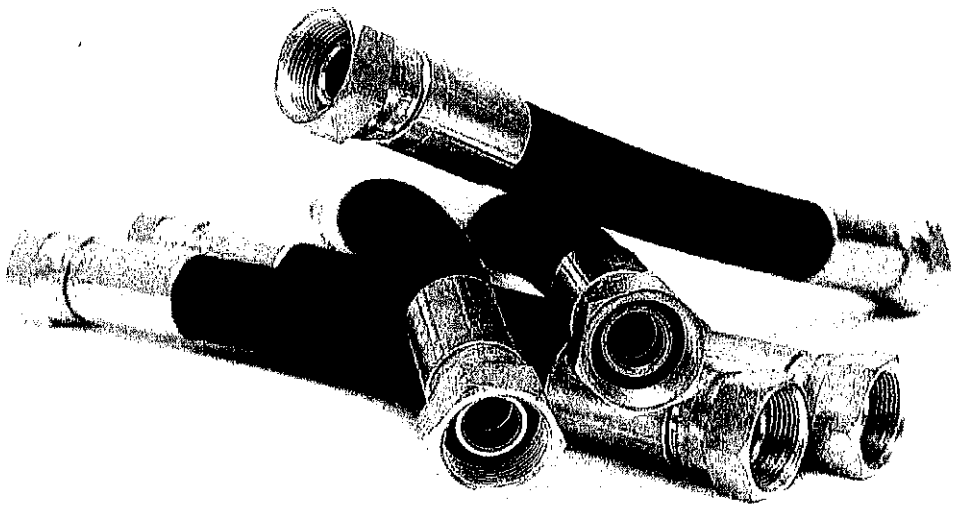
Hose Clamping

Hose Crimping

Electrical Wiring

YETI Rambler Laser Engraving (Third Party Service)

On-Site Storage Consignment

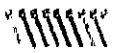


6408 Crescent Loop Unit 1 Laredo, TX 78041

W: www.southtexasspecialties.com | O: 956.712.3750 | F: 956.722.1083 | E: info@southtexasspecialties.com

Hose Services

Featured Products

Hydraulic Hoses 1/4"-1" hose for high-pressure hydraulic oil lines used in applications using petroleum or water-based	
Air Hoses 1/4"-1" red rubber air hose is ideal for use with pneumatic tools and air compressors.	
Water Suction & Discharge Hoses 2"-3" hose used for water s&d applications. The helix wire makes	
High Pressure Hoses Thermoplastic HP hose available with working pressure of 15,000-	
Stainless Steel Braided Hoses SS braided teflon hoses coupled	
Tank Truck Hoses 2"-4" hose for oil suction avail-	
Water Blast Hoses 1/2" water blast hose available in different lengths—16,000 psi.	
Lay Flat Discharge Hoses 2"-4" hose for discharge application	
Hose Clamps Hose clamps available in different styles and sizes.	
Fast-Bands - 1/2" x .030" x 20" 201 SS - blue, silver, purple, yellow, orange, brown, red, white, light green, tan & black)	

Specialized Services

Hose Crimping

Crimping for hydraulic and air hoses is available at South Texas Specialties. The hoses that are available for crimping range from 1/4" to 1". South Texas Specialties has different types of fittings for these hoses in stock: MNPT, FNPT, JIC and O-Boss Thread. Hydraulic and Pneumatic Quick Connects are also available in the store. South Texas Specialties does not crimp hoses above 6,000 psi.

Note: Hose crimping is performed in store. Please allow 1-2 business days for service.

Hose Clamping

Clamping for air, suction & discharge hoses is available at South Texas Specialties. The hoses that are available for clamping range from 2" to 6". South Texas Specialties has different types of cam & groove fittings for these hoses in stock: MNPT (King Nipple), female cam & groove and male cam & groove. Other types of cam & groove adapters and fittings are available at the store. Suction & discharge hoses may only be clamped up to 150 psi, and air hoses may only be clamped up to 300 psi in store.

Note: Hose clamping is performed in store. Please allow 1-2 business days for service.

6408 Crescent Loop Unit 1 Laredo, TX 78041

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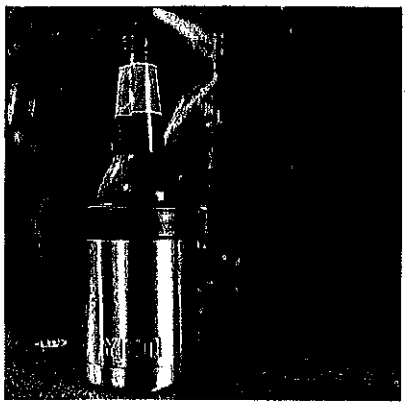
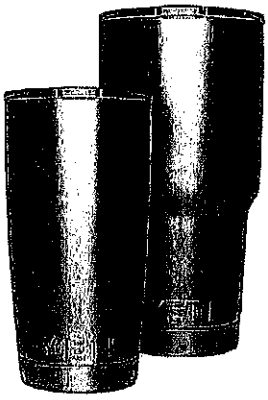
Laser Engraving

Customize your rambler and add your name; laser engraving for (FULL) NAME ONLY is an extra $20. Logos or any designs of laser engraving are subject to a one-time setup fee and additional fees to print on both sides. Rambler and laser engraving must be paid at the time of placing the order. Please allow 2-3 business days for the order to be completed. (Laser engraving is done locally but not in-house.)



The Colster: $29.99

The Lowball: $24.99



Rambler 20: $29.99
Rambler 30: $39.99

Bottle 18: $39.99
Bottle 36: $59.99
Bottle 64: $89.99

6408 Crescent Loop Unit 1 Laredo, TX 78041
W: www.southtexasspecialties.com | O: 956.712.3750 | F: 956.722.1083 | E: info@southtexasspecialties.com

Sledge Hammer, 16 lb., 35-1/8 In, Hickory

WESTWARD| Mfr #: 2DBT6

Technical Specifications

Mfr #: 2DBT6

Tether Capable: Standard Tool (Accessory Needed for Tethering)

Item: Double Face Sledge Hammer

Overall Length: 35-1/8"

Head Width: 2-3/4"

Handle Design: Straight

Head Color: Black

Standards: ANSI Standards

Face Diameter: 2-3/4"

Head Weight: 16 lb.

Head Length: 8-3/4"

Head Material: Forged Steel

Handle Color: Natural

Handle Material: Hickory Wood

Country of Origin (subject to change): India

Product Description

Double Face Sledge Hammer, Head Material Forged Steel, Head Weight 16 lb., Overall Length 35-1/8 In., Handle Material Hickory Wood, Handle Design Straight, Standard Tool (Accessory Needed for Tethering), Face Diameter 2-3/4 In., Head Width 2-3/4 In., Head Length 8-3/4 In., Head Color Black, Handle Color Natural, Standards ANSI Standards

Hammer Hickory Prospect

PLUMB‖ Mfr #: 11493

Technical Specifications

Mfr #: 11493

Country of Origin (subject to change): China

Product Description

Hammer Hickory Prospect

Ball Pein Hammer, 16 Oz, Hickory Handle

WESTWARD| Mfr #: 2DBR8

Technical Specifications

Mfr #: 2DBR8

Item: Ball Pein Hammer

Handle: Hickory

Overall Length (In.): 13-3/4

Head Material: Medium Carbon Steel

Meets/Exceeds: ANSI Standards

Country of Origin (subject to change): India

Tether Capable: Standard Tool (Accessory Needed for Tethering)

Head Weight (Oz.): 16.0

Head Dia. (In.): 1-1/4

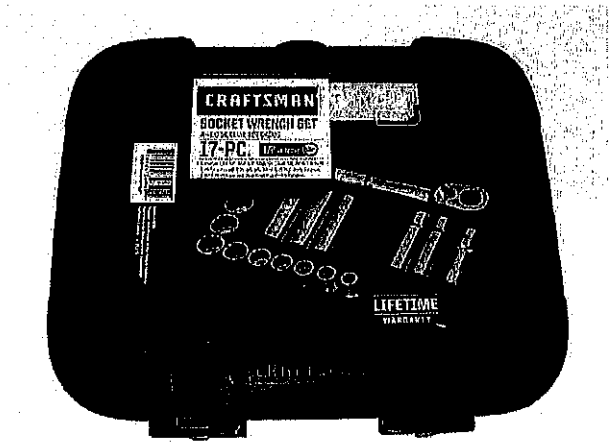
Features: -

Type: -

Product Description

Ball Pein Hammer, Head Weight 16 Oz, Overall Length 13 3/4 In, Hickory Handle, Head Dia 1 1/4 In, Head Material Medium Carbon Steel, Meets/Exceeds ANSI Standards

CRAFTSMAN 17-PC-12-PT 1/2"DRIVE-WRENCH-SET-W-84-TOOTH RATCHET 34851-SAE

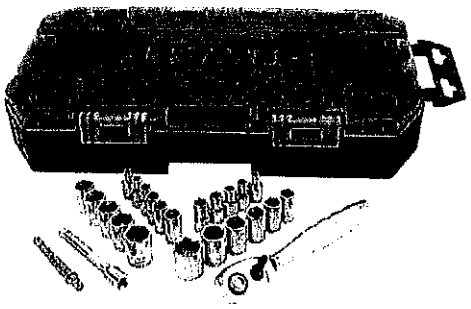


Product Overview:

Number of Sockets	15
Marking Text Size	Standard
Set	Set
Impact or Standard	Standard
Pass Through Type	No
Contact Points	12 point
Drive Size	1/2 in.
Unit of Measure	SAE
Color:	
Color/Finish	Chrome
Included with Item:	
Case Included	Yes
Ratchet Included	Yes
Warranties & Coverage:	
General Warranty	Guaranteed forever
Materials:	
Material	Alloy steel

Tough Box, 1/4" Drive Socket Set

DEWALT| Mfr #: DWMT73805



Technical Specifications

Mfr #: DWMT73805

Item: Tough Box, 1/4" Drive Socket Set

Country of Origin (subject to change): Taiwan

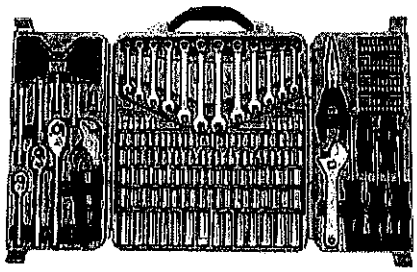
Product Description

Tough Box, 1/4 In. Drive Socket Set

0-6

Mechanics Tool Set, 170 pc.

CRESCENT| Mfr #: CTK170MP



Technical Specifications

Mfr #: CTK170MP

Item: Mechanics Tool Set, 170 pc.

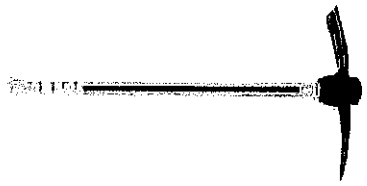
Country of Origin (subject to change): Taiwan

Product Description

Mechanics Tool Set, 170 pc.

Pick Mattock

NUPLA| Mfr #: 24552



Technical Specifications

Mfr #: 24552

Overall Length: 36"

Head Material: Steel

Head Weight: 5 lb.

Handle: Fiberglass w/Ergo Grip

Item: Pick Mattock

Type: Pick Mattock

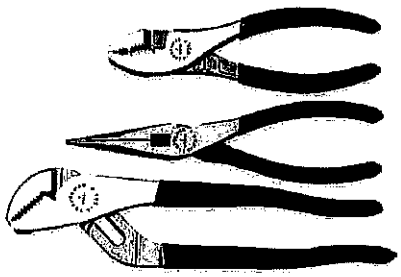
Country of Origin (subject to change): United States

Product Description

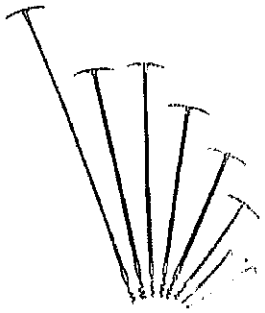
Pick Mattock, Handle Length 36 Inches, Head Weight 5 Pounds, Handle Material Fiberglass

CRAFTSMAN 3 PC. PLIERS SET

Color and Styling:	
Color/Finish	Black
Product Overview:	
General Warranty	Lifetime Warranty
Piece Count	3 pc.
Insulated	No
Pliers Style	Slip-Joint
Included with Item:	
Case Included	No
Materials & Finish:	
Material	Forged Alloy Steel



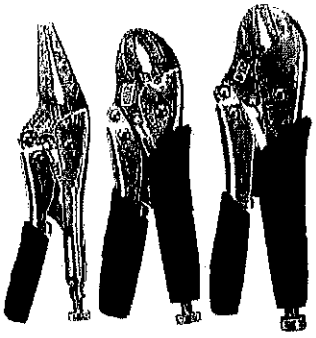
C.S. Osborne Flexible Packing Hook Set 1 2 3



FLEXIBLE PACKING HOOK SET 1 2 3 Two spiral steel shafts, one inside of the other, wound in opposite directionsHandle is solid zincHook is tempered and permanently pointed Size Group: 1, 2, 3Includes: 1204-1, 1204-2, 1204-3Wt.: 1 lb

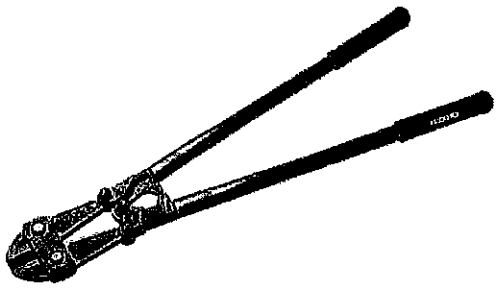
CRAFTSMAN 3 PC. LOCKING PLIERS SET

Color and Styling:	
Color/Finish	Silver/gray / Nickel plated
Product Overview:	
Item Weight (lbs.)	2.62
General Warranty	Lifetime
Piece Count	3
Package Contents	6LN, 7WR, 10R
Pliers Style	Locking
Handles:	
Handle Type	Ergonomic non-slip grip
Materials & Finish:	
Material	Steel



Bolt Cutter, Steel, 31 In. L, Steel

RIDGID | Mfr #: 14228



Technical Specifications

Mfr #: 14228

Handle Material: Steel

Cutting Action: Center Cut

Jaw Material: Steel

Item: Bolt Cutter

Grip Style: Rubber Grip

Features: Quick, Easy Adjustment Through Use of a Cam/Bolt Mechani Cutting Close to Surface, Jaws are Made of Hardened Alloy Steel

Soft and Med./Hard-Brinnell 300/Rockwell C31: 1/2"

Hard Materials up to Brinnell 455/Rockwell C48: 3/8"

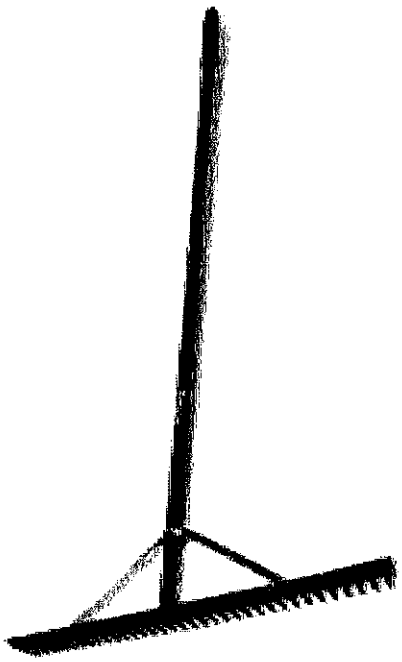
Overall Length: 31"

Country of Origin (subject to change): China

Product Description

Bolt Cutter, Steel, Overall Length 31 In., Soft and Med./Hard-Brinnell 300/Rockwell C31 1/2 In., Hard Materials up to Brinnell 455/Rockwell C48 3/8 In., Cutting Action Center Cut, Jaw Material Steel, Grip Style Rubber Grip, Features Quick, Easy Adjustment Through Use of a Cam/Bolt Mechanism, Slim Head Permits Cutting Close to Surface, Jaws are Made of Hardened Alloy Steel

8-13

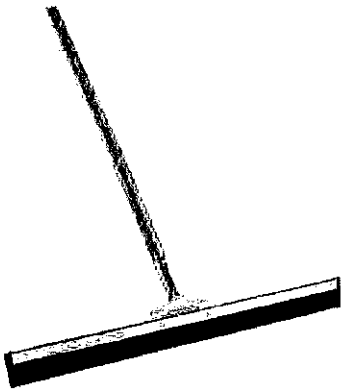


HI3666LSR

36 Tine Field & Landscape Rake
blade 24" x 3" Aluminum Alloy
handle 66" Aluminum grip Vinyl
weight 3.75 lbs.

LIBMAN Black 24" Hardwood Floor Squeegee Set

LIBMAN| Mfr #: 1038



Technical Specifications

Mfr #: 1038

Series: No

Item: Floor Squeegee

Color Coding System: No

Application: Floor Squeegee

Squeegee Application: Floor Squeegees

Chemical Resistant: Yes

Squeegee Handle Included: With Handle

Includes: Handle

Features: vulcanized natural rubber straight blade, wooden handle, steel handle connector

Squeegee Blade Width: 24"

Squeegee Blade Shape: Straight

Squeegee Blade Material: Rubber

Squeegee Blade Count: Single

FDA Compliant: No

Connection Type: Tapered

Color: Black

Squeegee Frame Material: Aluminum

Country of Origin (subject to change): United States

Product Description

Floor Squeegee, Squeegee Blade Shape Straight, Squeegee Blade Material Rubber, Squeegee Blade Width 24 In., Squeegee Frame Material Aluminum, Squeegee Handle Included With Handle, FDA Compliant No, Color Coding System No, Squeegee Blade Count Single, Item Floor Squeegee, Connection Type Tapered, Series No, Chemical Resistant Yes, Includes Handle, Features Vulcanized Natural Rubber Straight Blade, Wooden Handle, Steel Handle Connector, Color Black

Machete, 13 x 18-15/16 In, 13 oz.

SOG| Mfr #: MC01-N

Technical Specifications

Mfr #: MC01-N

Handle Material: Kraton Rubber

Head Material: High Carbon Stainless Steel

Item: Machete

Cutting Edge: 13"

Country of Origin (subject to change): China

Includes: Nylon Sheath

Features: Working Saw On Back Of Blade, Spiked Tang, Holes In Hand

Head Weight: 13 oz.

Overall Length: 18-15/16"

Product Description

Machete, Cutting Edge 13 In., Head Material High Carbon Stainless Steel, Head Weight 13 oz., Overall Length 18-15/16 In., Handle Material Kraton Rubber, Features Working Saw On Back Of Blade, Spiked Tang, Holes In Handle For Mounting, Includes Nylon Sheath

Hydrant Wrench, 1-3/4 In, Steel

WHEELER-REX| Mfr #: 8700

Technical Specifications

Mfr #: 8700

Includes: Spanners for Either Pin or Lug Style Couplings

Fits: Pentagon Nuts Up to 1-3/4", Square Nuts Up to 1-1/4"

Handle Material: Steel

Head Material: Forged Steel

Length: 18"

Item: Hydrant Wrench

Country of Origin (subject to change): Taiwan

Product Description

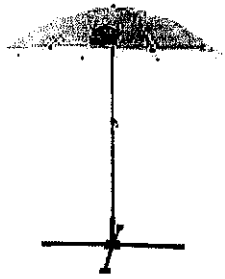
Hydrant Wrench, Fits Pentagon Nuts Up to 1-3/4 In., Square Nuts Up to 1-1/4 In., Length 18 In., Handle Material Steel, Head Material Forged Steel, Includes Spanners for Either Pin or Lug Style Couplings

0-17

Ergodyne 12967 Shax 6100 Lightweight Industrial Umbrella, One Size, Lime - 1/Each

Portable, lightweight shade for various outdoor application for fast UV relief.

- Size: 84" (2.1m) diameter
- 300D Polyester Shell with PU and UV coatings
- Meets CPAI-84 flame resistance code
- Powder coated tenacious steel pole & ribs
- Tilt mechanism for full sun protection
- Vented top for maxium airflow
- Four different height options with peak height of 92" (2.3m)
- Includes over-the-shoulder, oversized storage bag with convenient pocket & ground spike
- Does not include stand

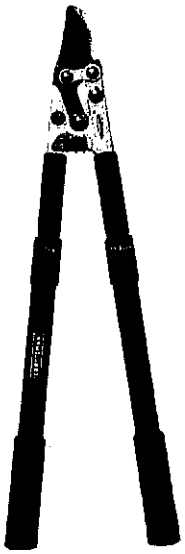


0-18

Craftsman Compound Action Bypass Lopper with Extendable Handles - 83721

Overview

Shop all Sears Lawn & Garden The Craftsman Compound Action Bypass Lopper with Extendable Handles Makes Pruning Simple When you use the Craftsman Compound Action Bypass Lopper for your pruning chores, you'll spend less time climbing on and off ladders. That's because this lopper's extendable handles let you reach higher than with standard loppers. With a 1-1/2 in. cutting capacity and compound cutting action, you can cut even tough, thick branches with ease. The cushioned grips protect your hands even through a long day of pruning.



- The **Craftsman Compound Action Bypass Lopper** saves you time and effort with superior cutting power in one lightweight tool
- The heat-treated, high-carbon steel bypass blade cuts through branches like butter and can be resharpened as needed
- Blades are PTFE coated for clean cutting action and long life
- The compound cutting action gives you triple the cutting power of regular loppers
- Extendable fiberglass handles give you an extra 33" of reach, so you can reach branches you would have needed a ladder for before
- The lopper weighs just 4.5 lb., so your arms don't get tired using it
- Comes with a Craftsman limited lifetime warranty

Hydrant Wrench, 1-3/4 In, Steel

WHEELER-REX| Mfr #: 8700

Technical Specifications

Mfr #: ZT-1312

Handle Material: Wood

Trim Length: 1-3/16"

Bristle Material: Wire

Item: Scratch Brush with Scraper

Number of Rows: 4

Handle Type: Curved

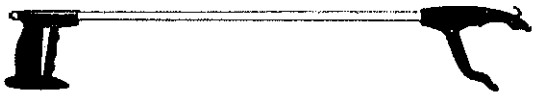
Country of Origin (subject to change): United States

Product Description

Wire Brush with Scraper, Bristle Material Wire, Number of Rows 4 x 16, Handle Type Curved, Handle Material Wood, Trim Length 1-3/16 In.

Trash Grabber, Aluminum, 32" L

TOUGH GUY | : Mfr #: 13R142



Technical Specifications

Mfr #: 13R142

Item: Trash Grabber

Grabber Opening: 3-1/2"

Length: 32"

Handle Type: Trigger

Material: Aluminum

Country of Origin (subject to change): China

Product Description

Trash Grabber, Length 32 In., Handle Type Trigger, Grabber Opening 3-1/2 In., Material Aluminum

G-9, G-10, G-11, G-12

CORDOVA SAFETY PRODUCTS

VEST SPECIFICATIONS

Item Number	VZ240P/VZ241P/V241P
Product Group	Class II Safety Vests
Description	Class II Mesh Safety Vests, Available in Orange (VZ240P) and Lime (VZ241P), Zipper Closure, Silver Reflective Stripes (2 vertical & 2 horizontal), One Inside Pocket. *V241P=Lime with Velcro® Closure*
ANSI/ISEA 107-2004 Class II Compliant ***Fabric and Retroreflective Material is 3rd Party Certified:*** *Orange Mesh Fabric* *Certificate 1211322* *Dated 2/27/09* *TexTest Laboratory* *Valley, Alabama* *Lime Mesh Fabric* *Certificate #1211324* *Dated 2/27/09* *TexTest Laboratory* *Valley, Alabama* *Retroreflective Material* *Certificate #051114-01A* *Dated 2/10/06* *Calcoast Testing Laboratory* *Emeryville, California* ***Please see accompanying Certificate of Compliance #CSP240050809***	
Unit of Sale	One Each
Case Pack	Twenty Four Each
Country of Origin	China
Available Sizes	**S-7XL**

Corporate Headquarters:
2085 W.E. Freeman Drive
Memphis, TN. 38114
Phone 901-458-5030
Fax 901-458-3343

www.cordovaisc.com

West Coast Office:
15147 Don Julian Drive
City of Industry, CA 91746
Phone 877.264.9832
Fax 877.264.9833

May 8, 2009

ANSI/ISEA 107-2004 Apparel and Headwear Compliance Certificate: #CSP240050809

Cordova Safety Products certifies that Models **VZ240P/VZ241P/V241P** meet all set requirements as stated is ANSI/ISEA 107-2004 as compliant High-Visibility safety items for Performance Class 2. All relevant materials have been third-party certified with documents referenced under this certificate number. The manufacturer certifies that these items meet all design requirements and have been measured for the appropriate amount of visible reflective material and background material for the smallest size offered for these products.

Amount of visible background material (smallest size offered):
914.50 square inches

Amount of visible retroreflective material (smallest size offered):
279.00 square inches

Company:	**Cordova Safety Products**
Address:	**2085 W.E. Freeman Drive**
City, State, Zip	**Memphis, TN 38114**
Phone	**901-458-5030**
Models:	**VZ240P/VZ241P/V241P**
Class:	**2**

The undersigned hereby warrants that he/she is authorized to legally bind the organization identified above.

Name: Scott M. Laxton

Title: Marketing Director

PROTECTIVE INDUSTRIAL PRODUCTS

Zenon Z12 Specification Sheet

SAFETY EYEWEAR

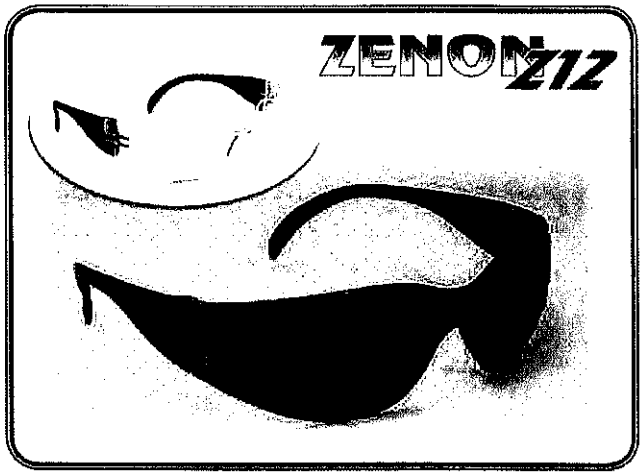
PRODUCT DESCRIPTION:

Zenon Z12 safety eyewear, rimless front, flexible temples.

- Saddle bridge design fits most wearers;
- Thin, flexible temples provide secure fit without pinching;
- Rimless design for light weight;
- Meets ANSI Z87+ standard;
- Lens variety assures a style for any application.

Applications:

Used for general manufacturing and anywhere eye protection is needed.



Polycarbonate lenses block 99.9% of the sun's ultraviolet rays. This ultraviolet protection has already been incorporated within the lens material when the lenses are being produced.

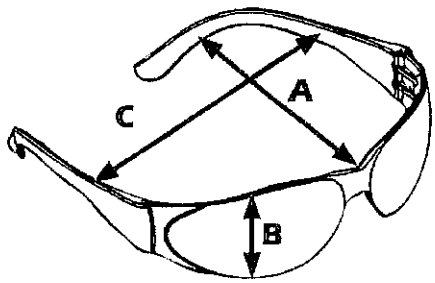
TECHNICAL DATA:

Base Curve: 9.5
Packaging: 12 pair per dozen, 12 dozen per case
Case Dimensions: (cm) - 65 x 26 x 32 / **(in)** - 25.6 x 10.2 x 12.6
Case Weight: 13.2 lbs / 6.0 kg
Manufacturer Certifications: ISO 9001:2000 certified
Country of Origin/Harmonization Code: Taiwan/9004.90.0000

Item #	Lens Material	Lens Color	Lens Coating	Frame Design	Frame Color	UPC # Box	UPC # Case
250-01-0000	Polycarbonate	Clear	Hard Coat	Rimless front, polycarbonate	Black temples	01616314024863	02616314024863
250-01-0001	Polycarbonate	Gray 3	Hard Coat	Rimless front, polycarbonate	Black temples	01616314024870	02616314024870
250-01-0002	Polycarbonate	Clear	Indoor/Outdoor	Rimless front, polycarbonate	Black temples	01616314025297	02616314025297
250-01-0004	Polycarbonate	Orange	Hard Coat	Rimless front, polycarbonate	Black temples	01616314022784	02616314022784
250-01-0005	Polycarbonate	Gray	Silver Mirror	Rimless front, polycarbonate	Black temples	01616314025280	02616314025280
250-01-0020	Polycarbonate	Clear	Anti-fog	Rimless front, polycarbonate	Black temples	01616314025259	02616314025259
250-01-0021	Polycarbonate	Gray	Anti-fog	Rimless front, polycarbonate	Black temples	01616314067180	02616314067189
250-01-0080	Polycarbonate	Clear	None	Rimless front, polycarbonate	Black temples	01616314025266	02616314025266
250-01-5503	Polycarbonate	Light Blue	Hard Coat	Rimless front, polycarbonate	Blue temples	01616314019999	02616314019999
250-01-5504	Polycarbonate	Dark Brown	Hard Coat	Rimless front, polycarbonate	Dark brown temples	01616314020001	02616314020001
250-01-5509	Polycarbonate	Amber	Hard Coat	Rimless front, polycarbonate	Amber temples	01616314020018	02616314020018
250-01-0900	Polycarbonate	Clear	Hard Coat	Rimless front, polycarbonate	Clear temples	01616314022487	02616314022487
250-01-0902	Polycarbonate	Clear	Indoor/Outdoor	Rimless front, polycarbonate	Clear temples	01616314022517	02616314022517
250-01-0920	Polycarbonate	Clear	Anti-fog	Rimless front, polycarbonate	Clear temples	01616314022494	02616314022494
250-01-0980	Polycarbonate	Clear	Uncoated	Rimless front, polycarbonate	Clear temples	01616314022500	02616314022500

DIMENSIONS:

Size Available	One size
Over Length (mm) - A	155
(in)	6.1
Lens Height (mm) - B	48
(in)	1.9
Over Width (mm) - C	142
(in)	5.6



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Protective Industrial Products | 26 Computer Drive East | Albany, NY 12205
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V20 ENVISION* Safety Eyewear

Code No.	Old Code	Description	Pairs/Box	Product Features
14477 *	3000337	Clear Lens, Black Temples	12	• Four-point adjustable and ratchet temples create a custom fit with wraparound protection • Soft-grip comfort temples • Dust-reducing browguard
14478 *	3000338	Clear Anti-Fog Lens, Black Temples	12	
14479 *	3000339	Smoke Lens, Black Temples	12	
14480 *	3000341	Indoor/Outdoor Lens, Black Temples	12	

V20 VISIO* Safety Eyewear

Code No.	Old Code	Description	Pairs/Box	Product Features
14470 *	3000303	Clear Lens, Silver Temples	12	• One-piece polycarbonate lens with three-point adjustable temples for a comfortable fit • Unique duo-tone frame
14471 *	3000304	Clear Anti-Fog Lens, Silver Temples	12	
14472 *	3000305	Smoke Lens, Silver Temples	12	
14473 *	3000306	Smoke Anti-Fog Lens, Silver/Black Temples	12	
14474 *	3000307	Amber Lens, Black Temples	12	
14475 *	3000308	Blue Mirror, Black Temples	12	
14476 *	3000309	Indoor/Outdoor Lens, Black Temples	12	

V30 Sport Style Protection

V30 NEMESIS* Safety Eyewear

Code No.	Old Code	Description	Pairs/Box	Product Features
25676 ♦	3000354	Clear Lens, Black Frame	12	• Sporty, flexible, lightweight design • Soft-touch temples for added comfort • Single-lens wraparound protection • Every pair includes a neck cord • Available in reader style lenses
25679	3000355	Clear Anti-Fog Lens, Black Frame	12	
25688 ♦	3000356	Smoke Mirror Lens, Black Frame	12	
22475	3020121	Smoke Anti-Fog Lens, Black Frame	12	
25685	3000357	Indoor/Outdoor Lens, Black Frame	12	
14481	3000358	Blue Mirror Lens, Black Frame	12	
25659	3000359	Amber Lens, Black Frame	12	
22476	3020122	Amber Anti-Fog Lens, Black Frame	12	
19639	3011373	Light Blue Lens, Blue Frame	12	
19642	3011374	Copper Blue Shield Lens, Black Frame	12	
22610	—	Amber Lens, Camo Frame	12	
22611	3020709	Smoke Lens, Inferno/Red Frame	12	
19644 ♦	3011375	Bronze Lens, Camo Frame	12	
22608 ♦	3020706	Clear Anti-Fog Lens, Camo Frame	12	
22609 ♦	3020707	Smoke Anti-Fog Lens, Camo Frame	12	
25692	3004762	IRUV Shade 3.0 Lens, Black Frame	12	
25671	3004761	IRUV Shade 5.0 Lens, Black Frame	12	

H-3

Select eyewear available in retail display box. Only part numbers with ♦ are available in gravity feed displays.

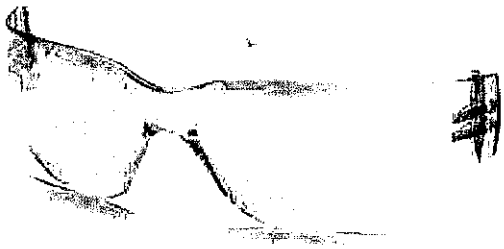
CE Certified

WEB pyramexsafety.com
PHONE 800.736.8673
FAX 901.861.4967
FACEBOOK facebook.com/pyramexsafety

PYRAMEX

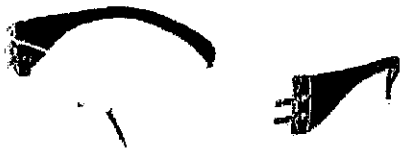
Intruder® and Mini Intruder ANSI CE CSA AUS 12/box 300/case

- Lightweight, frameless protection.
- Superior comfort and fit.
- Mini Intruder has all the great features of Intruder in a design better suited for smaller facial size.
- Scratch resistant polycarbonate lens provides 99% UVA/B/C protection.



Intruder Part	Mini Intruder Part	Lens & Temples
S4110S•••	S4110SN••	Clear
S4110ST•••	S4110SNT•	Clear Anti-Fog
S4110SUC•	—	Uncoated Clear
S4120S•••	S4120SN•	Gray
S4120ST••	—	Gray Anti-Fog
S4130S•••	—	Amber
S4160S••	—	Infinity Blue
S4170S••	—	Silver Mirror
S4175S•	—	Blue Mirror
S4180S•••	S4180SN•	I/O Mirror
S4180ST•	—	I/O Mirror Anti-Fog

H-8



Black Temples
SB4110S•• Clear

Blue Temples
SN4110S•• Clear

Red Temples
SR4110S•• Clear

Some Intruder models are available with foam padding.

Full Foam Padded Frame
S4110STFP• Clear Anti-Fog
S4120STFP• Gray Anti-Fog
S4180STFP• I/O Mirror Anti-Fog

boulton OPTICAL

ANSER™

SPECIFICATION SHEET

SEMI-RIMLESS

MEETS ANSI Z87.1+

DESCRIPTION

Wraparound temples with rubberized tips gently grip the wearer's head.

- Lightweight, semi-rimless design provides all day user comfort
- Sleek, sporty style with wraparound lens protection
- Bayonet temples with flexible rubber tips offer a comfortable, secure fit
- Soft rubber nose pads help keep the glasses in place
- Supplied with an adjustable neck cord
- 9 Base curve lens

Polycarbonate lenses block 99.99% of the sun's ultraviolet rays. This ultraviolet protection has already been incorporated within the lens material when the lenses are being produced.

TECHNICAL DATA

LENS	
TYPE	Dual
MATERIAL	Polycarbonate 99.99% UVA and UVB light absorption
THICKNESS	2.0mm
BASE CURVE	9
FRAME	
DESIGN	Semi-Rimless
MATERIAL	Polycarbonate/PVC
SAFETY STANDARDS	
ANSI Z87.1+	Yes
CAN/CSA Z94.3	No
PACKAGING	
PACKAGING	12 pair per inner box, 144 pair per case
CASE SIZE	cm: in:
CASE WEIGHT	13 lbs / 5.9 kg
SINGLE PAIR WEIGHT	0.9 oz. / 26 g
COUNTRY OF ORGIN	Taiwan

H-9

HELPS PROVIDE PROTECTION FROM PROJECTILES AND IMPACT IN GENERAL USE APPLICATIONS.

ITEM NUMBERS & BARCODES

ITEM #	FRAME COLOR	LENS COLOR & COATING	UPC BARCODES EACH	BOX	CASE
250-AN-10110	Black	Clear, Anti-Scratch	616314123290	01616314123299	02616314123298
250-AN-10111	Black	Clear, Anti-Scratch/Anti-Fog	616314123306	01616314123305	02616314123304
250-AN-10112	Black	Gray, Anti-Scratch	616314123313	01616314123312	02616314123311
250-AN-10113	Black	Light Blue, Anti-Scratch	899558001443	01616314122223	02616314122222
250-AN-10114	Black	Indoor/Outdoor, Anti-Scratch	616314123320	01616314123329	02616314123328
250-AN-10115	Black	Blue Mirror, Anti-Scratch	616314123337	01616314123336	02616314123335
250-AN-10116	Black	Red Mirror, Anti-Scratch	616314123344	01616314123343	02616314123342
250-AN-10117	Red	Gray, Anti-Scratch	616314123351	01616314123350	02616314123359
250-AN-10118	Black	IR Shade 3.0, Anti-Scratch	616314123368	01616314123367	02616314123366
250-AN-10119	Black	IR Shade 5.0, Anti-Scratch	616314123375	01616314123374	02616314123373
250-AN-10120	Black	Amber, Anti-Scratch	616314123382	01616314123381	02616314123380
250-AN-10121	Camouflage	Brown, Anti-Scratch	899558002143	01616314122230	02616314122239
250-AN-10122	Camouflage	Amber, Anti-Scratch	616314123399	01616314123398	02616314123397
250-AN-10123	Camouflage	Gray, Anti-Scratch	616314122255	01616314122254	02616314122253
250-AN-10124	Camouflage	Brown, Anti-Scratch/Anti-Fog	616314161902	01616314161901	02616314161960
250-AN-10125	Black	Silver Mirror, Anti-Scratch	616314124433	01616314124432	02616314124431
250-AN-10126	Black	Gray, Anti-Scratch/Anti-Fog	616314146633	01616314146632	02616314146631
250-AN-10127	Camouflage	Amber, Anti-Scratch/Anti-Fog	616314161919	01616314161918	02616314161917
250-AN-10128	Camouflage	Silver Mirror, Anti-Scratch	616314161926	01616314161925	02616314161924

PROTECTIVE INDUSTRIAL PRODUCTS, INC.

800-262-5755 // 518-861-0144 *fax* // sales@pipusa.com // www.pipusa.com

FAMILY PRODUCT

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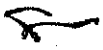
Eye Protection



VIEW SPEC SHEET™ REQUEST A SAMPLE

Hi-Voltage AC

Semi-Rimless Safety Glasses with Blue Frame, Clear Lens and Anti-Scratch Coating

14-11 250-21-0100

7 6 121

- DESCRIPTION
- DETAILS

Narrow frame and bridge for smaller faces.

FEATURES

- Unisex styling looks great on both men and women
- Designed to provide a great fit for smaller faces using a narrow nose bridge and frame
- Adjustable length temples with rubber tips provide a comfortable fit
- Oversized rubber nose pads offer a more secure fit
- 10 Base curve lens
- Meets ANSI Z87.1+
- Meets CSA Z94.3

Clear Lens
Clear, crisp and distortion free visibility while meeting the requirement standards that help provide protection from projectiles and impact in general use applications.

Anti-Scratch Coating
Treated front and back with a clear, scratch-resistant coating for a much harder surface that is more resistant to scratching.

bouton OPTICAL

Rediscover Bouton® Optical. Nearly 40 years ago HL Bouton Co. Inc began producing eyewear for industrial workers with one thing in mind...give the workers safety glasses that they want to wear. Currently Bouton® Optical has nearly 50 distinctive shapes of

ECONOMY BOOT
Style: 70662 PT / 70663 ST

- Easy on/off
- Advanced-engineered outsole design for maximum surface area contact during standard gait as well as leading-edge slip resistance
- Self-cleaning lug draft angles and rolled heel extension
- Rated excellent for resistance to: ammonium hydroxide, industrial detergent, lactic acid, milk, and sodium hydroxide
- 15" height with cut off bands for adjustable boot height
- Perfect for customers who want a quality boot at a low price

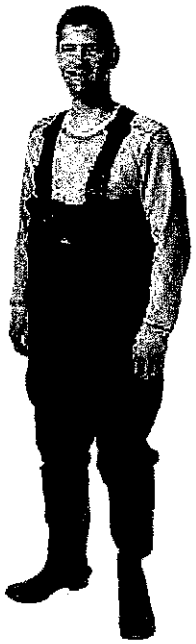
PLAIN TOE BOOT

Grainger Material No	Supplier Stock No	Item Description
15D850	70662-04	Black Economy Plain Toe Size 4
15D851	70662-05	Black Economy Plain Toe Size 5
15D852	70662-06	Black Economy Plain Toe Size 6
15D853	70662-07	Black Economy Plain Toe Size 7
15D854	70662-08	Black Economy Plain Toe Size 8
15D855	70662-09	Black Economy Plain Toe Size 9
15D856	70662-10	Black Economy Plain Toe Size 10
15D857	70662-11	Black Economy Plain Toe Size 11
15D858	70662-12	Black Economy Plain Toe Size 12
15D859	70662-13	Black Economy Plain Toe Size 13
15D860	70662-14	Black Economy Plain Toe Size 14
15D861	70662-15	Black Economy Plain Toe Size 15

STEEL TOE BOOT I-1 ; I-2

Grainger Material No	Supplier Stock No	Item Description
15D862	70663-04	Black Economy Steel Toe Size 4
15D863	70663-05	Black Economy Steel Toe Size 5
15D864	70663-06	Black Economy Steel Toe Size 6
15D865	70663-07	Black Economy Steel Toe Size 7
15D866	70663-08	Black Economy Steel Toe Size 8
15D867	70663-09	Black Economy Steel Toe Size 9
15D868	70663-10	Black Economy Steel Toe Size 10
15D869	70663-11	Black Economy Steel Toe Size 11
15D870	70663-12	Black Economy Steel Toe Size 12
15D871	70663-13	Black Economy Steel Toe Size 13
15D872	70663-14	Black Economy Steel Toe Size 14

I-3



Mfr #: 72101 12

Overall Length: 52"

Outsole Material: Rubber

Toe Type: Plain

Features: Removeable Insole, Adjustable Side Strap

Upper Material: 300 Denier Nylon Lamination to Rubber

Size: 12

Country of Origin (subject to change): China

Item: Chest Waders

Gender: Men's

Shank Material: Rubber

Midsole Material: Rubber

Inseam: 35"

Color: Dark Green

Product Description

Chest Waders, Toe Type Plain, Men's, Size 12, Inseam 35 In., Overall Length 52 In., Dark Green, Shank Material Rubber, Upper Material 300 Denier Nylon Lamination to Rubber, Midsole Material Rubber, Outsole Material Rubber, Features Removeable Insole, Adjustable Side Strap, 1 Pair

I-4

Mfr #: 860670733

Standards: ASTM F2413-05

Item: Chest Waders

Outsole Material: Rubber

Midsole Material: Steel

Gender: Men's

Toe Type: Steel

Shank Material: Steel

Color: Black/Tan

Resists: Mild And Moderate Chemicals

Features: Adjustable Polyester Nylon Strap, Top Drawstring Closure, N Reinforced Suspender Buttons, Built-in Belt Loops with Adjustable Bel Insoles

Size: 7

Upper Material: PVC

Inseam: 32"

Overall Length: 56-1/2"

Country of Origin (subject to change): United States

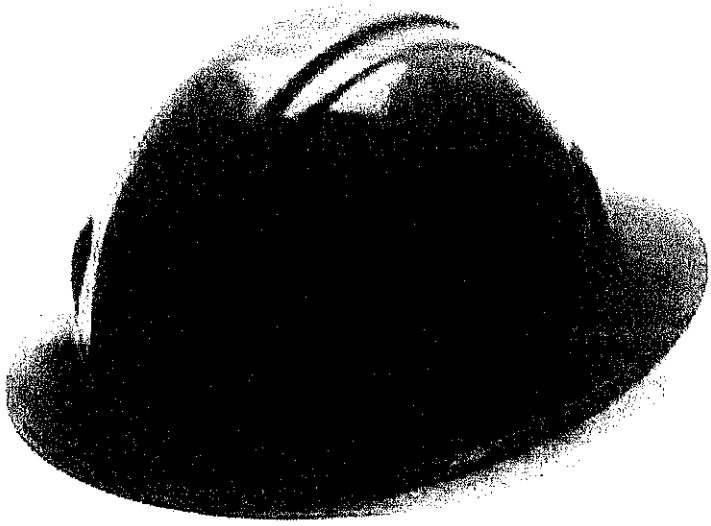
Chest Waders, Toe Type Steel, Men's, Size 7, Inseam 32 In., Overall Length 56-1/2 In., Black/Tan, Shank Material Steel, Upper Material PVC, Midsole Material Steel, Outsole Material Rubber, Resists Mild And Moderate Chemicals, Features Adjustable Polyester Nylon Strap, Top Drawstring Closure, Non-Corrosive, Reinforced Suspender Buttons, Built-in Belt Loops with Adjustable Belt, Replaceable Cushion Insoles, Standards ASTM F2413-05, 1 Pair

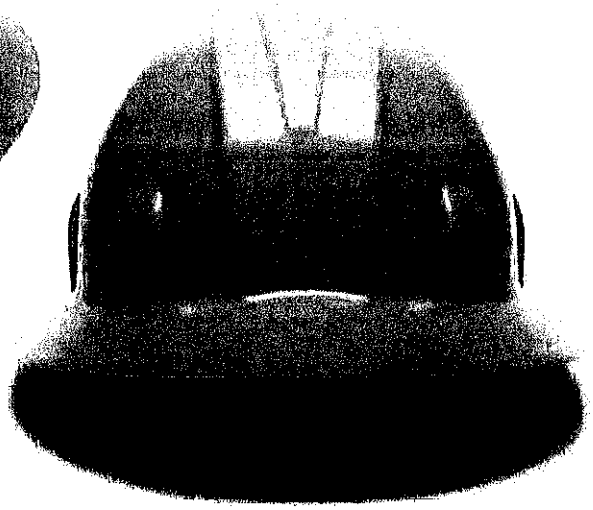
CSA PRODUCT SPEC SHEET

SL Series

Full Brim Hard Hats

PYRAMEX





•ANSI Z89.1-2014 Standards, Type I, Class C, G, and E; •CSA Z94.1-15

4-Point Ratchet	
Part	**Color**
J-1, J-2 HP24110•▫	White
HP24111•▫	Black
HP24120•▫	Red
HP24130•▫	Yellow
HP24131•▫	Hi-Vis* Lime
J-3 HP24135•▫	Green
HP24140•▫	Orange
HP24141•▫	Hi-Vis* Orange
J-4 HP24160•▫	Blue

HP241	Replacement Suspension

*Hi-Vis colors have been tested for the "HV" mark.

- Tested and marked for reverse donning.
- Shell constructed from High Density Polyethylene materials.
- Soft brow pad is replaceable. Replaceable suspensions and headbands also available.
- Ratchet suspension is easy to adjust and allows the wearer to modify the fit while wearing hard hat.
- Testing: Impact, Penetration, Flammability, Electrical Insulation, Marking & Humidity.

GENERAL SPECIFICATION
General Dimensions: height 6" x length 12.5" x width 10"
Headband Sizes: 6 1/2 - 8"
Weight: 394 grams / 13.9 oz
Outer Shell Material: High Density Polyethylene
Style: Wide Brim Style
Suspension Strap Material: Nylon
Accessory Slots: No
Chin Strap Attachment: Yes
Replacement Suspension: Yes
Reverse Donning: Yes
Rain Trough: No

CSA PRODUCT SPEC SHEET

SL Series
Full Brim Hard Hats

PACKAGING
Polybag: 1pc
Case: 12 pcs

CLEANING INSTRUCTIONS:
Wipe the shell clean with mild soap and water. Do not use paint, chemicals or solvents as they could reduce the impact and eletrical properties. Do not clean the suspension, replace when worn or dirty.

Per ANSI Z89.1, Pyramex recommends the following:

The service life of a helmet begins when the helmet is placed into service. The useful service life will vary dependent on the application. Based on experience, the average service life is 6 months to 2 years from the time the helmet is placed into service. With proper care and storage, the maximum service life is up to 5 years.

As long as helmets are stored in reasonable conditions, away from excessive heat, moisture, and light, the maximum shelf life is 5 years.

All Pyramex helmets include a date code that is molded into the underside of the shell's brim that shows the month and year that the helmet was manufactured.

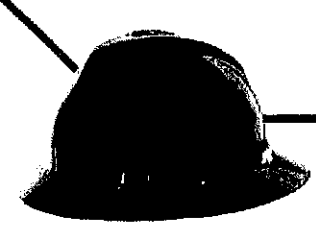
V-Gard® **Full Brim Hat**

Technical Specifications

MSA
The Safety Company

The MSA V-Gard Helmet, with its distinctive trademark "V" design, is a world recognized brand known for comfort, quality, and durability. MSA has sold well over 100 million V-Gard Helmets since its introduction—so many in fact, that the iconic "V" design has been a mainstay for many years on even the toughest worksites.

Full Brim Hat shown with Fas-Trac® III Suspension



Features

- Superior top impact protection
- Fas-Trac III suspension is the most comfortable on the market—preferred by 92% of users
- Designed for use with MSA accessories to ensure compliance with the helmet & accessory

Markets

- Oil, gas and petrochemical
- General industry and manufacturing
- Electric/utilities
- Construction

Customization

- 27+, factory applied reflective or retro-reflective stripes
- Multiple printing services: one-color logo to digital photos; up to four locations
- For additional details, visit msasafety.com KEYWORD: logo

Care & Maintenance

- Clean helmet assembly regularly with MSA's Confidence Plus Cleaning Solution (P/Ns 10009971 or 10032737) or mild soap (no detergents) and warm water
- Do not throw, drop, use as support or abuse helmet to ensure proper working condition
- Store helmet in clean, dry environment <49°C (120°F).

Service Life Guidelines

- V-Gard Helmets are made with high-quality, wear-resistant materials
- Inspect the helmet before and after each use and replace any part(s) as required
- Always replace the helmet after it has withstood an impact or penetration. MSA recommends:
  - replacing the suspension after no more than 12 months of use
  - replacing the shell after no more than five (5) years of use
- Please consult user instructions for additional details

Specifications	
STANDARDS COMPLIANCE	ANSI/ISEA Z89.1-2014 CSA Z94.1-2014
CLASSIFICATION	Type I, Class E
CERTIFICATION	Third-party by SEI
APPLICATION(S)	General Purpose
PRODUCT SIZES	Standard (6½" to 8")
SHELL MATERIAL	Virgin high-density polyethylene (HDPE) with UV inhibitor
AVAILABLE STYLES	Slotted Hat
AVAILABLE SUSPENSIONS	Fas-Trac® III Ratchet Staz-On® Pinlock Closure J-5 1-Touch Slide Closure Swing Ratchet
REQUIREMENTS FOR OPTIONAL FEATURES (Z89.1)	Reverse Donning, Lower Temperature, Higher Temperature, Hi-Viz (as indicated)
COLORS	12 (stocked); other color options available, including custom colors
OTHER PPE	MSA accessories, including MSA slotted and unslotted hat-mounted hearing protectors, V-Gard Face Protection System, Winter Liners, and chinstraps
PRODUCT DIMENSIONS	12.12" x 10.5" x 6" .94 lb
MIN ORDER QUANTITIES (MOQ)	20 (stocked colors) 100 (non-stocked colors) 500 (custom colors)
SHIPPING CARTON DIMENSIONS (BOX OF 20)	25" x 21.75" x 14.5" 23.8 lb

Technical Assistance/Additional Information

For more information about V-Gard Helmets and other MSA products, please contact MSA Customer Service at 1-800-MSA-2222 or visit MSAsafety.com.

MSA - The Safety Company
1000 Cranberry Woods Drive
Cranberry Township, PA 16066 USA
Phone 724-776-8600
www.MSAsafety.com

U.S. Customer Service Center
Phone 1-800-MSA-2222
Fax 1-800-967-0398

MSA Canada
Phone 1-800-672-2222
Fax 1-800-967-0398

ID 0613-69-MC / July 2015

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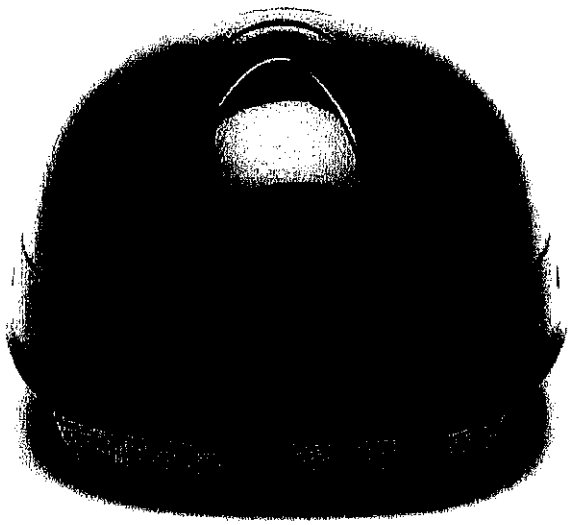
Because every life has a ***purpose...***

ANSI PRODUCT SPEC SHEET

RIDGELINE®

Bump Caps

RIDGELINE BY PYRAMEX



This cap is not designed to meet ANSI Z89.1-2009 Class C, G, and E; standards for industrial head protection.

4-Point Glide Lock	
Part	Color
HP40010	White
HP40011	Black
HP40012	Gray
HP40015	Brown
HP40020	Red
HP40030	Yellow
HP40035	Green
HP40040	Orange
HP40060	Blue

J-6

- Ventilation holes - Keeps your head cool and dry for all day wear.
- Replaceable sweat band - Padded fabric and polyurethane foam for all day wear.
- Stylish RIDGELINE bump caps are available for applications where hard hats are not required, but some protection from minor bumps and scalp lacerations are needed. Ridgeline bump caps are made of polyethylene material and are not designed to meet the safety standards for industrial head protection.

GENERAL SPECIFICATION
General Dimensions: 27.5cm x 19.5cm x 14cm
Shell Thickness: 1.35-2.15mm
Weight: 215g

PACKAGING
Polybag: 1pc
Case: 64 pcs

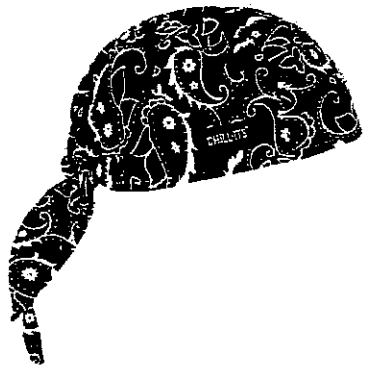
COMPONENT	MATERIAL	FEATURES
Shell	High Density PE	Lightweight and durable
Suspension	High Density PE	Adjustable with swing and ratchet. Replaceable sweat band. Easy to install and adjust to accommodate different head sizes.
Sweat Band	Fabric and PU Foam	N/A

Intergalactic Headquarters
1021 Bandana Boulevard East Suite 220
St Paul, MN 55108

Phone: 800-225-8238 or +1(651)642-9889
www.ergodyne.com

Coordinates
44°58'15.5"N
93°9'8.9"W
ALT: 930Ft

Chill-Its® 6615 High-Performance Dew Rag



High-Performance Dew Rag: Technical fabric transports moisture away. Elastic band for secure, good lookin' fit!

Features

- Hi Cool® moisture management performance fabric
- Comfortable to wear under hats, helmets or alone
- Absorbent terry headband
- Elastic band for a great fit
- Stars & Stripes, Camouflage, Red Western, Navy Western, Solid Blue, Lime, Flames

Item Number - Color

- 12481 - Blue
- J-7 • 12477 - Stars and Stripes - Print May Vary
- J-9 • 12485 - Flames - Print May Vary
- 12479 - Red Western - Print May Vary
- 12480 - Navy Western - Print May Vary
- J-8 • 12478 - Camo - Print May Vary
- 12476 - Lime
- 12519 - Skulls

Order in Multiples of: 1

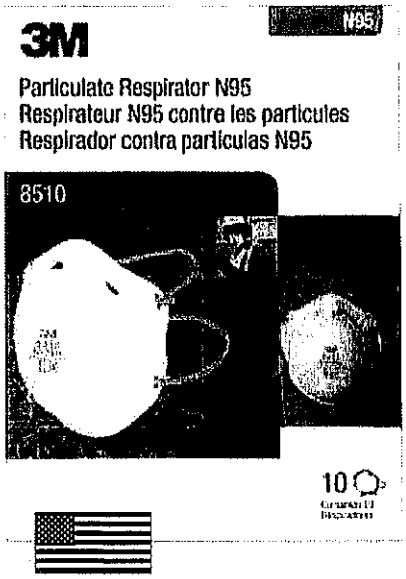
Application

- Construction
- Trades
- Maintenance
- Landscaping/Grounds
- Assembly/Fabrication
- Material Handling
- Freight/Baggage
- Warehousing/Distribution
- Iron/Steel Fabrication

For more information, visit https://www.ergodyne.com/cooling/absorptive/chill-its-6615-high-performance-dew-rag.html

3M™ Particulate Respirator 8510, N95 J-11

Change the way you **feel** about **protection**



Introducing the New 3M™ Particulate Respirator 8510, N95

The 3M™ Particulate Respirator 8510, N95 is our newest addition to the respiratory product portfolio. It has been designed with comfort in mind. The soft inner material provides added comfort while the cup-shape design makes the 8510 spacious and durable. These features, along with the braided straps and adjustable M-noseclip, are designed for enhanced comfort to help increase user wearability.

Take your safety personally. Take respiratory protection seriously. 3M offers a comprehensive range of respiratory protection products – you can choose from different styles and features that best suit your needs.

3M

Change the way you feel about protection

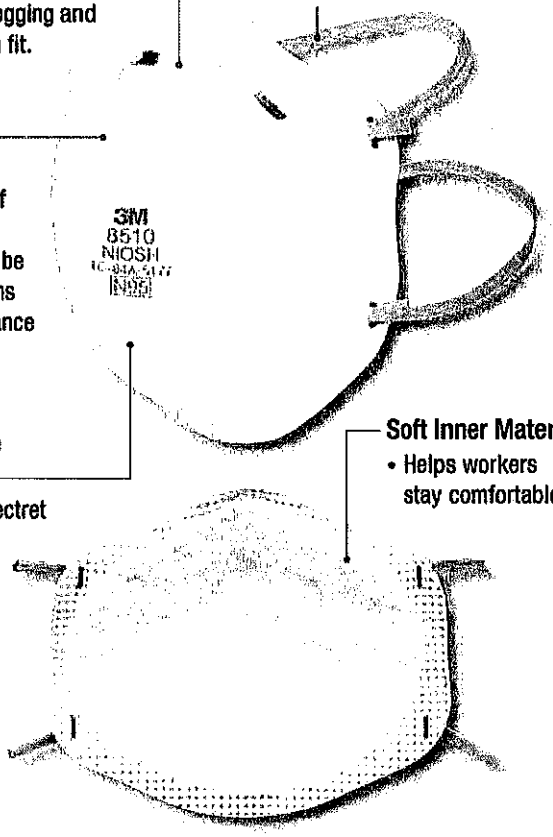
Secure your comfort with the 3M™ Particulate Respirator 8510, N95 J-11

Adjustable M-Noseclip
- Allows for fewer pressure points and greater comfort. Helps reduce eyewear fogging and provides a custom fit.

Fluid Resistant
- The 8510 passes the highest level of fluid resistance at 160mm Hg. It can be used in applications where fluid resistance is desired.*

High Performance Filter Media
- 3M™ Advanced Electret filter material helps make breathing easier.

Braided Headbands
- Materials have been selected to provide comfort and durability.

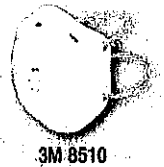


Soft Inner Material
- Helps workers stay comfortable.

*Tested according to ASTM F1862. The 8510 is certified by NIOSH but is not cleared by the FDA as a surgical mask.

Applications:
- Laboratory
- Pharmaceutical
- Animal handling
- Grinding
- Sanding
- Sweeping
- Bagging
- Other dusty operations

Increasing Wearer Comfort



3M 8510
- Soft Inner Material
- Braided Comfort Straps
- Adjustable M-Noseclip
- Proprietary Filter Media
- N95 Approved

Other 3M™ N95 Unvalved Products

3M 8210 Plus
- Braided Comfort Straps with Staple-free Attachment
- Noseclip
- Proprietary Filter Media
- N95 Approved

3M 8210
- Straps with Staple-free Attachment
- Noseclip
- Proprietary Filter Media
- N95 Approved

3M 8200
- Economical Option
- Noseclip
- Proprietary Filter Media
- N95 Approved

Ordering Information:
- 3M™ Particulate Respirator 8510, N95
- UPC#: 5-00-51131-17293-2
- Stock#: 70-0715-4475-6
- Respirators per box: 10
- Boxes per case: 8
- Respirators per case: 80

For additional information about 3M particulate respirators, visit our website at www.3M.com/OccSafety

Made in the USA.

⚠ WARNING

These respirators help protect against certain airborne particulates. Before use, the wearer must read and understand the User Instructions provided as a part of the product packaging. A written respiratory protection program must be implemented meeting all the requirements of OSHA 29 CFR 1910.134, including training, fit testing and medical evaluation. In Canada, CSA standards Z94.4 requirements must be met and/or requirements of the applicable jurisdiction, as appropriate. Misuse may result in sickness or death. For proper use, see package instructions, supervisor, or call 3M OH&ESD Technical Service in USA at 1-800-243-4630 and in Canada at 1-800-267-4414.

3M Worldwide, World Class

3M develops, manufactures and markets over 50,000 different consumer, commercial, industrial and health care products. We have manufacturing operations in 60 countries and do business in more than 200 countries. 3M can help you achieve corporate goals, meet and exceed government standards, and contribute to a safe, healthier and more sustainable work environment.

3M

Occupational Health and Environmental Safety Division
3M Center
Building 235-2NW-70
St. Paul, MN 55144-1000

3M Canada Company OH&ESD
P.O. Box 5757
London, Ontario N6A 4T1
Canada

For more information:

Technical Assistance in US	1-800-243-4630
Technical Assistance in Canada	1-800-267-4414
www.3m.com/OccSafety	

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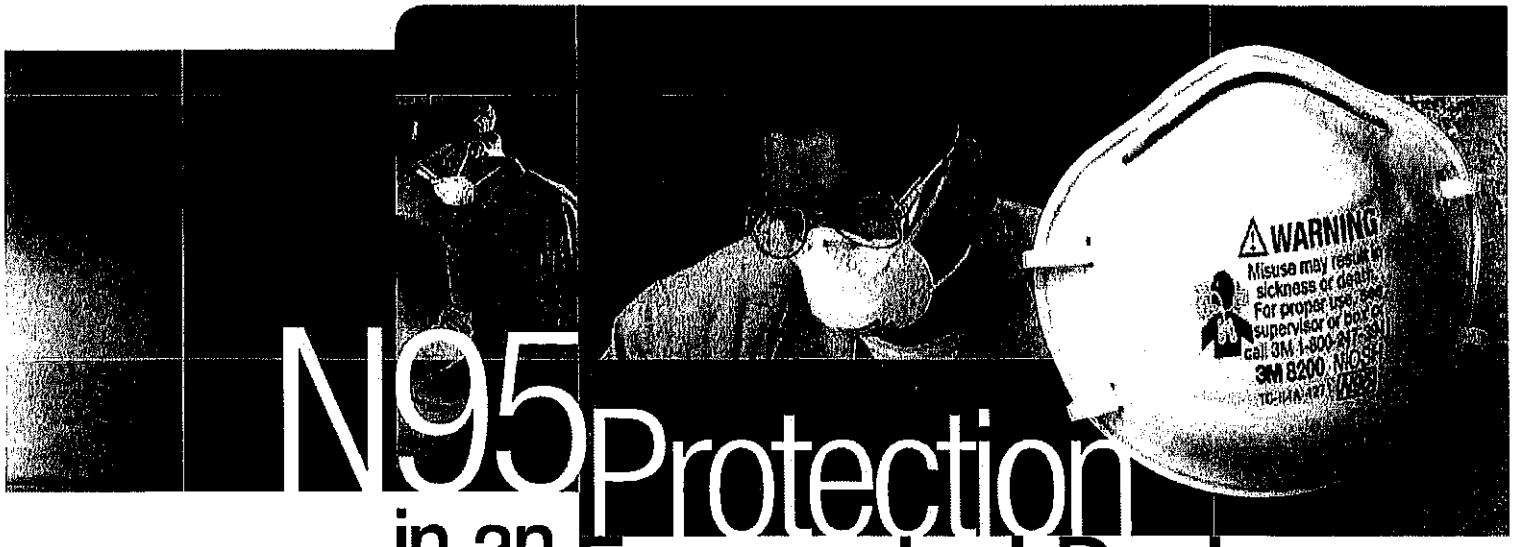
70-0715-7407-6

Filtering Facepiece Respirators
3M™ Particulate Respirator 8200, N95 J-12



N95 Protection in an Economical Design

The 3M™ Particulate Respirator 8200, N95 is now made in the United States* and the one to choose when you need a lower cost respirator that offers NIOSH certification for use in a variety of dusty applications.

At 3M, we design our respirators with your needs in mind. The 8200 is one of our most economical filtering facepiece respirators, yet has all the quality and world-class technical support you'd expect from 3M.

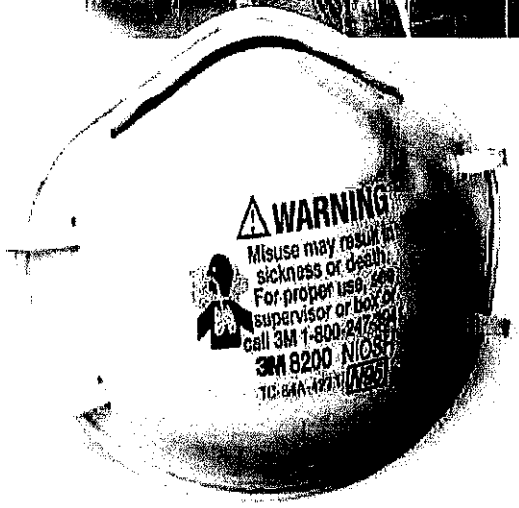
*Made in U.S.A. from globally sourced materials.

3M

3M™ Particulate Respirator 8200, N95 J-12

Quality, Lightweight, Economical

Now Made in USA*



Rely on the Quality Construction of the 8200

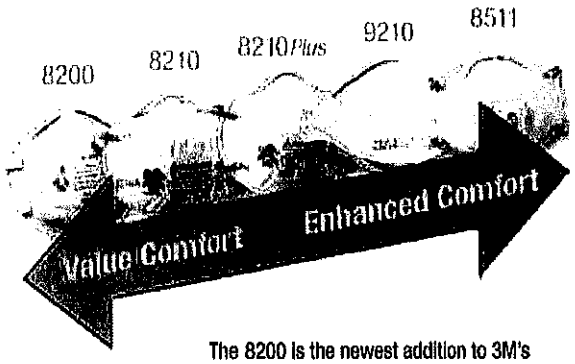
- **Patented 3M filter media** with advanced electrostatically charged microfibers helps make breathing easier for enhanced user comfort.
- **Two-strap design with dual-point attachment** helps provide a secure fit.
- **Adjustable nose clip and comfortable nose foam** help reduce eyewear fogging and allow for a more custom fit.
- **Lightweight construction** enhances worker comfort and may increase wear time.
- **Meets NIOSH 42 CFR 84 N95 requirements** for a minimum 95% filtration efficiency. TC-84A-4271.

Choose the 8200 for Respiratory Protection in the Following Applications:

- Bagging
- Grinding
- Sanding
- Sawing
- Sweeping
- Woodworking
- Other dusty applications

A Cost-Saving Solution

You don't have to sacrifice reliability, quality or service just to save on your protective equipment. With the 3M particulate respirator 8200, you get the product you need at an economical price—all from a company you know and trust.



The 8200 is the newest addition to 3M's comprehensive line of N95 particulate respirators. It's easy to find a model that meets your needs! For even more comfort, consider a product with 3M's patented 3M™ Cool Flow™ Exhalation Valve.

For More Information

Technical Assistance: 1-800-243-4630
Customer Care Center: 1-800-328-1667
Website: 3M.com/OccSafety

Ordering Information

New UPC and SKU Numbers

Description	UPC	SI #	Respirators/Box	Boxes/Case	Each/Case
Particulate Respirator 8200, N95 (AAD # 07023)	5-00-51131-07023-8	70-715-3449-2	20	8	160

*Made in U.S.A. from globally sourced materials.

3M

General Offices
3M Center
St. Paul, Minnesota 55144-1000
www.3M.com

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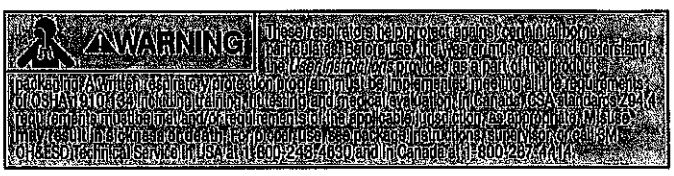
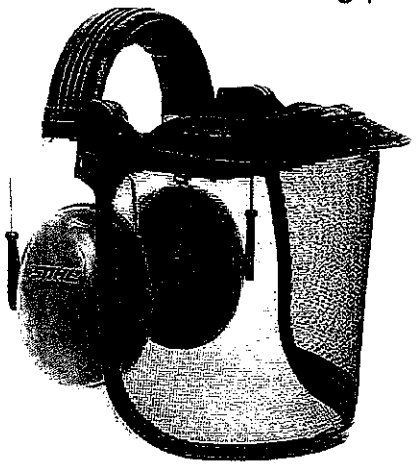
70-0714-2853-9



J-13

Brush Shield Protector

Delivers face and hearing protection in a lightweight package.



Cut through your day with the protection and comfort of the STIHL Brush Shield Protector. Developed for users of clearing saws, trimmers and brushcutters, the shield offers face and hearing protection in a lightweight package. The epoxy-coated steel full-face screen helps protect you from flying debris while comfortable, adjustable hearing protectors help reduce loud tool and engine noise.

Noise Reduction Rating (NRR) of 25 dB(A)

NOTE: Goggles or protective glasses meeting ANSI Standard Z87.1 must by worn under face screen and shield for primary eye protection.

K-1

ERGODYNE 16534 - PROFLEX 615 KNEE SLEEVE W/OPEN PATELLA/ANTERIOR PAD

Product Specifications	
Item	Wrist Wraps & Supports
Color	Black
Size	Large
Sold as	Case
MFR Part #	16534
Brand	Ergodyne

K-2

Black Magnetic Therapy Neck Belt Tourmaline Self Heating Magnetic Therapy Neck Wrap Belt Brace Pain Relief

Product Details | Feedback (5) | Shipping & Payment | Seller Guarantees

Item specifics

Brand Name: SANGEMAMA
Effect: Bone Care
Model Number: Magnetic Therapy Neck Belt
Item Type: Braces & Supports
Material: Composite Material

Product Description

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to ratify and amend contract FY15-049 by a 25% increase with sole bidder, Rafter P. Transport, Floresville, Texas in the amount of $62,500.00; new contract total amount shall be $312,500.00. The contract increase is due to increase in operational needs of hauling and disposal services wastewater bio-solids from the City of Laredo South Wastewater Treatment Plant. All services will be purchased on an as needed basis. Funding is available in the Utilities Department – Wastewater Treatment budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Last renewal by council on 10/01/18, Motion 50

BACKGROUND

Bids were requested for an annual contract for providing hauling and disposal services of wastewater bio-solids to San Antonio during rainy or windy conditions which prevent the department from delivering bio-solids to the City of Laredo Landfill. The frequency and number of loads vary depending on the City's need. This is needed due to an increase in the amount of bio-solids being produced. The frequency and number of loads varies depending on the City's need. The bid price is based on a $1,645.00 and $1,780.00 per cubic yard rate. All services will be secured on an as need basis. Staff is recommending approval of this 25% increase.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This shall be extension 3 of 6. The contract may be extended for three, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City’s discretion and is contingent upon the agreement and

acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

The City of Laredo currently utliizes three disposal methods for waste; City of Laredo Landfill, Ponderosa Landfill (FY14-035 Regional Land Management), and Rafter P.Transport to San Antonio Landfill. This vendor disposes of waste when local landfills are unable to acoomodate for the waste.

Proposed Services
Rafter P. Transport, Floresville, Texas

South Laredo WWTP to San Antonio	Unit Cost/Cubic Yard
1 Roll Off Container Load	$ 1,645.00
Dump Truck Load	$ 1,780.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this ratification be approved.

Fiscal Impact

Fiscal Year:	2018-2019
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4210-533-3920
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.

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Staff Source: Ronald Miller, Acting Fleet Department Director,Stephen Geiss, Solid Waste Director, Miguel Pescador, Purchasing Agent

SUBJECT

Consideration to rescind approval of contract FY19-018 to the sole bidder Ace Industries, Norcross, Georgia in the amount of $67,697.81 for the purchase and installation of one crane/hoist at the Solid Waste Services Department Fleet Maintenance Shop. The sole bidder's quote did not disclose that additional costs, for which the City would be responsible, would be incurred with the installation of the crane. Those costs are site engineering and extensive concrete contractor work for site preparations before the crane could be installed. Those additional costs cause the project to exceed the budgeted amount.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Approved awarding of Contract FY 19-018 on 1/22/19.

BACKGROUND

The City went out on formal bid solicitations and received one bid through Cit-E-Bid for the purchase and installation of a crane/hoist at the Solid Waste Services Department. However, Contract was never executed.

Summary:

Description	Unit Price
10T TRSG Crane	$ 25,070.00
10T Freestanding Runway	$ 19,677.81
Labor to Install Runway	$ 13,200.00
Labor to Install/Start-Up/Load Test Crane	$ 2,800.00
Rental Equipment	$ 4,172.22
Load Test Weight Rental	$ 2,777.78
Total	$ 67,697.81

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that the awarding of the contract be rescinded.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	YES
Source of Funds:	2015 CO
Account #:	556-2595-535-9001
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Contract was funded in the following accounts:
556-2595-535-9001 $60,747.81 2015 CO Bond
556-2560-533-3730 $ 6,950.00 Solid Waste Oper.
$67,697.81

Fiscal Year:	2019
Bugeted Y/N?:	YES
Source of Funds:	Solid Waste Fund
Account #:	556-2560-533-3730
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Contract was funded in the following accounts:
556-2595-535-9001 $60,747.81 2015 CO Bond
556-2560-533-3730 $ 6,950.00 Solid Waste Oper.
$67,697.81

Attachments

Crane

City Council-Regular
Meeting Date: 01/22/2019
Initiated By: Mario Maldonado, Executive Director of Transportation
Staff Source: Heberto "Beto" L. Ramirez, Fleet Department Director, Stephen R. Geiss, Solid Waste Services Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY19-018 to the sole bidder Ace Industries, Norcross, Georgia in the amount of $67,697.81 for the purchase and installation of one crane/hoist at the Solid Waste Services Department. The overhead crane will be used for lifting and lowering heavy and oversized objects like large industrial cylinder, heavy components on garbage truck and large landfill equipment, i.e. dozers, compactors, loaders and excavators, etc. Funding is available in the 2015 C.O. Bond and Solid Waste Operational Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bid solicitations and received one bid through Cit-E-Bid for the purchase and installation of a crane/hoist at the Solid Waste Services Department. The components that will be lifted and/or removed from units could weigh up to 20,000 pounds. The present Fleet shop does not have a crane/hoist in the shop to handle these components. This crane /hoist is needed and will improve down time and efficiencies of a heavy equipment shop. A recommendtion is being submitted to award this contract to the sole bidder Ace Industries. Delivery and installation of crane/hoist is expected between 12 and 14 weeks after receipt of order.

Summary:

Description	Unit Price
10T TRSG Crane	$ 25,070.00
10T Freestanding Runway	$ 19,677.81
Labor to Install Runway	$ 13,200.00
Labor to Install/Startup/Loadtest Crane	$ 2,800.00

Rental Equipment	$ 4,172.22
Load Test Weight Rental	$ 2,777.78
Total	$ 67,697.81

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2019
Bugeted Y/N?: Yes
Source of Funds: 2015 CO
Account #: 556-2595-535-9001
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Funding is available in the following accounts:

556-2595-535-9001	$60,747.81	2015 CO Bond
556-2560-533-3730	$ 6,950.00	Solid Waste Oper.
	$67,697.81	

Fiscal Year: 2019
Bugeted Y/N?: Yes
Source of Funds: Solid Waste Fund
Account #: 556-2560-533-3730
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Funding is available in the following accounts:

556-2595-535-9001	$60,747.81	2015 CO Bond
556-2560-533-3730	$ 6,950.00	Solid Waste Oper.
	$67,697.81	

Attachments

Bid Tab FY19-018

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Dora A. Maldonado, RTA, Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts adjusted for the month of February 2019 represent a decrease of $18,999.91. These adjustments are determined by the Webb County Appraisal District and by court orders.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Not Applicable.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09(e), Calculation of Tax, of the Texas Property Tax Code, "The Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll." It was the recommendation of the City Attorney and the Tax Collections Attorney that adjustments be approved each month in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

For the month of February 2019, tax revenues decreased in the amount of $18,999.91.

Attachments

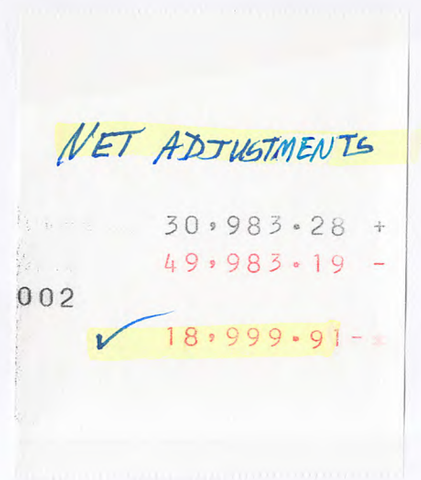
Tax Recap Report

Tax Adjustment Report

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
	<-------------------TRANSACTIONS THIS PERIOD ---------------->					
BASE TAX BILLED	1348,229,203.74		22,694.99	41,694.90-	18,999.91-	1348,210,203.83
- BASE TAX PAID	1327,556,655.71	7,130,515.61	3,178.21	17,077.94-	13,899.73-	1334,673,271.59
- BASE PAID FROM DEFERRED						
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
= OUTSTANDING BASE TAX	20,669,814.00					13,534,198.21
CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						
OTHER PAID:						
PENALTY	22,847,532.69	130,707.77	124.44	48.73	173.17	22,978,413.63
INTEREST	8,236,621.19	41,842.78	9.03	74.49	83.52	8,278,547.49
COLLECTION FEE	12,013,837.60	24,940.66	30.62-	139.88-	170.50-	12,038,607.76
DISCOUNT						
UNAPPLIED	184,353.89	35,237.50	11,639.33-	58,310.24-	69,949.57-	149,641.82
DEFERRED						
TOTAL PAID	1370,839,001.08	7,363,244.32	8,358.27-	75,404.84-	83,763.11-	1378,118,482.29

TAX ADJUSTMENT LISTING
2/01/19 - 2/28/19
BY TRANSACTION DATE
RECAP TOTALS BY COMBINED BILL CODE/YEAR

COMB BILL CDE/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
LARE 13	.00	.00	.00	1194.86-	.00	.00	.00	.00
LARE 14	.00	.00	.00	364.30-	.00	.00	308.47	308.47-
LARE 15	.00	.00	.00	1157.35-	.00	.00	.00	.00
LARE 16	1529.02	.00	.00	4468.70-	2033.30	.00	5129.55	4570.87-
LARE 17	6092.91	.00	.00	14431.59-	2019.37	.00	9928.32	9905.77-
LARE 18	23126.47	.00	19823.12	28248.95-	59887.32	.00	34336.17	34917.40-
LARE TOTALS	30748.40	.00	19823.12	49865.75-	63939.99	.00	49702.51	49702.51-
TRZ1 18	234.88	.00	.00	117.44-	.00	.00	.00	.00
TRZ1 TOTALS	234.88	.00	.00	117.44-	.00	.00	.00	.00
TOTALS	30983.28	.00	19823.12	49983.19-	63939.99	.00	49702.51	49702.51-



City Council-Regular
Meeting Date: 03/18/2019
Staff Source: Ramon Chavez, P.E., Traffic Director

SUBJECT

Consideration to initiate a Parking Enforcement Amnesty Program. An Amnesty Program will allow citizens the opportunity to take care of delinquent parking citations and/or payment plans. The Amnesty Program would take place from March 25, 2019 through April 12, 2019.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The benefit of an amnesty program is intended to benefit citizens as well as the City by affording violators an incentive to take care of delinquent parking citations and active payment plans.

The Amnesty program will effectively dispose of old uncollected parking citations, clear active payment plans, reduce the number of citations in Parking's accounts receivable, enhance revenue, and most importantly increase compliance of City Ordinances.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval of this Motion.

Fiscal Impact

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

FINANCIAL IMPACT:

Any payments will be deposited into Parking Meters Fund.

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Erika Alcorta

Staff Source: Ramon Chavez

SUBJECT

Consideration to amend the engineering services contract with Lockwood, Andrews and Newnam's Inc to provide for termination on November 27, 2019; providing for the coordination of timing plans for the City-Wide Traffic Signal Upgrade Synchronization project. The timing plan includes the development of traffic signal coordination timing plans for 6 high traffic volume time periods on FM 1472 /Mines Road (am, noon, pm & off-peak, Monday peak and Friday peak). Also, develop traffic signal coordination timing plans for 4 typical weekday high traffic volume time periods (am, noon, pm & offpeak) along US Highway 83 (Zapata Highway), Bob Bullock Loop (Loop 20), McPherson Road, State Highway 359, Business IH35 and IH 35 Frontage Roads for a total of 80 traffic signal controlled intersections. Total contract amount ($599,999.30) will not change. Funding is available in the Capital Grants Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

April 2, 2018- Council authorized a motion for a professional services contract with Lockwood, Andrews & Newnam, Inc., in the estimated amount of $599,999.30 to develop traffic signal coordination timing plans. Contract was executed on April 10, 2018 with a contract termination date of April 1, 2019.

BACKGROUND

2016-R-51 Authorizing the City Manager to execute an Advanced Funding Agreement (AFA) No. CSJ-0922-33-158 with the Texas Department of Transportation in the amount of $600,000.00, including a local participation in the amount of $135,000.00, for the City Wide Traffic Signal Upgrade -
Synchronization Project. This project is being funded by Coordinated Border Infrastructure (CBI) funds. Funding is available in the Capital Grant Fund.

2017-R-09 Authorizing the City Manager to allow the City to follow TxDOT's procurement process for the Traffic Synchronization Project which is federally funded. This special procurement process, which differs from the City of Laredo's procurement

process is required by the Federal Highway Administration, 23 CFR Part 172 for this project through an Advance Funding Agreement already authorized by the City Council and TxDOT.

2017-R-134 Consideration to affirm the selection of the top three ranked engineering consultant firms based on Request for Qualifications (RFQ) received, following TXDOT's procurement process as per Resolution 2017-R-09 approved by City Council on January 17, 2017, and authorizing the City Manager to request proposals or conduct interviews in lieu of from these selected firms, and negotiate a contract with the best option/firm for a City wide Traffic Synchronization project. Funding is available in the Capital Grants Fund - Traffic Synchronization Grant.

December 4, 2017 - The top ranked engineering consulting firm, Lockwood, Andrews & Newnam, Inc., was selected for project, and staff was directed to negotiate a contract for the City-Wide Traffic Synchronization project by the City Council.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval to extend contract.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	
Source of Funds:	Capital Grant Fund
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No financial impact.

Attachments

Supplemental Agreement
Exhibit C-1 Schedule
Contract

WAs Used Contract No._____

THE CITY OF LAREDO, TEXAS §

COUNTY OF WEBB §

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is made by and between the City of Laredo, Texas, 1110 Houston Street, Laredo, Texas 78042, hereinafter called "City," and Lockwood, Andrews & Newnam, Inc., having its principal business address at 10101 Reunion Place, San Antonio, TX 78216, hereinafter called "Engineer," for the purpose of contracting for engineering services.

BACKGROUND

The City and the Engineer executed a contract on **April 10, 2018** concerning **performing engineering services generally described as Traffic Signal Synchronization.**

AGREEMENT

The City and the Engineer agree that the contract is amended as follows:

I. Attachment D-1 Part IV is revised with a new Contact Termination Date of November 27, 2019.

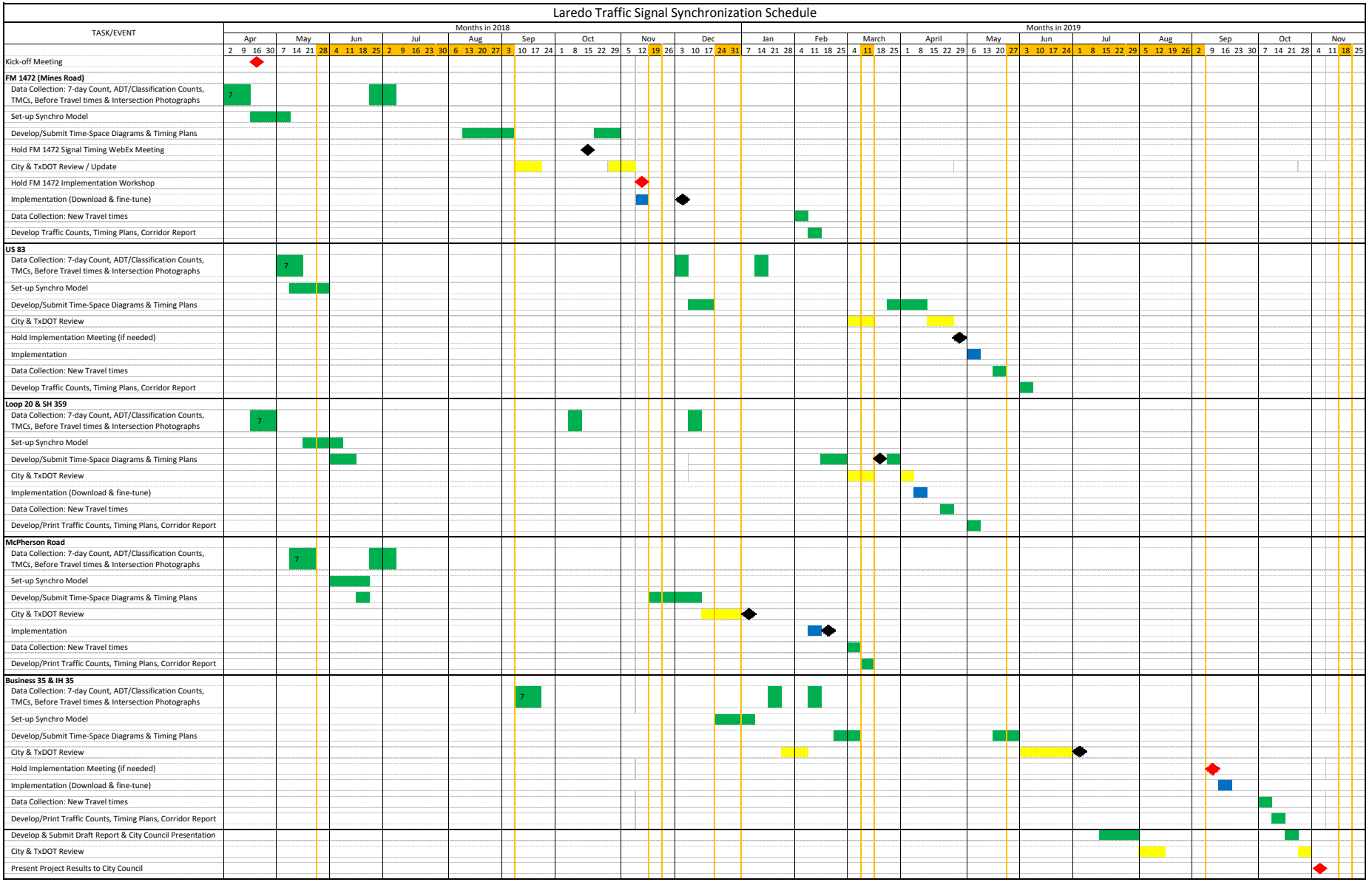
All other provisions are unchanged and remain in full force and effect.

THE ENGINEER	**THE CITY OF LAREDO, TEXAS**
Robert D. Austin	
(Signature)	(Signature)
Robert D. Austin	
(Printed Name)	(Printed Name)
Vice President	
(Title)	(Title)
March 11, 2019	
(Date)	(Date)

LIST OF EXHIBITS

Exhibit C-1 Work Schedule

Laredo Traffic Signal Synchronization Schedule



LAREDO TRAFFIC DEPARTMENT

CITY OF LAREDO
TRAFFIC DEPARTMENT
TRANSMITTAL

April 11, 2018

Mr. David M. Salazar Jr., P.E.
District Engineer
Texas Department of Transportation
1817 Bob Bullock Loop
Laredo, TX 78043

Transmittal: Contract for Project CSJ# 0922-33-158, Laredo Traffic Signal Synchronization

Dear Mr. Salazar,

The City of Laredo, Traffic Department is submitting the attached executed contract between the City of Laredo and LAN, Inc. for your records.

Should you have any questions, please call me at (956) 795-2550.

Sincerely,

Robert A. Eads
Traffic Department Director

XC: FILE

THE CITY OF LAREDO, TEXAS §

COUNTY OF WEBB §

CONTRACT FOR ENGINEERING SERVICES
Cost Plus Fixed Fee,
Unit Cost, Lump Sum, or Specified Rate
Indefinite Deliverable with Work Authorizations

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the City of Laredo, Texas, 1110 Houston Street, Laredo, Texas 78042, hereinafter called "City," and Lockwood, Andrews & Newnam, Inc., having its principal business address at 10101 Reunion Place, San Antonio, TX 78216, hereinafter called "Engineer," for the purpose of contracting for engineering services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act," provides for the procurement of engineering services; and

WHEREAS, the City desires to contract for engineering services generally described as Laredo Traffic Signal Synchronization, Phase 1; and,

WHEREAS, the City has selected the Engineer to provide the needed services and the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the City and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1. SCOPE OF SERVICES. The City and the Engineer will furnish items and perform those services for fulfillment of the contract as identified in Attachment B, Services to be Provided by the City and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE 2. CONTRACT PERIOD

A. Contract Effective Date. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

B. Contract Termination Date. This contract terminates upon the earliest occurrence of the following:

1. April 1, 2019 at 11:59 PM in Laredo, Texas,
2. Fifth anniversary of execution at 11:59 PM in Austin, Texas in accordance with 43 Tex. Admin. Code § 9.32(b)(1)(C),
3. Completion of all work authorized in the first three years of the contract, or
4. Termination in accordance with Article 15, Termination, of Attachment A, General Provisions, or other applicable contract provision.

C. Amendment of Contract Period. The parties may modify the contract termination date by written supplemental agreement prior to the date of termination as set forth in Article 6, Supplemental Agreements, of attachment A, General Provisions, provided, however, that the termination date may, in no event, be extended past the fifth anniversary of execution.

D. Work Performed Outside Contract Period. Engineer shall not invoice City and City will not reimburse Engineer for any work performed or cost incurred before or after the contract period.

ARTICLE 3. COMPENSATION.

A. Maximum Amount Payable. The maximum amount payable under this contract without modification is

shown in Attachment E, Fee Schedule. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

B. Basis of Payment. The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

C. Reimbursement of Eligible Costs. To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

D. Engineer Payment of Subproviders. No later than ten (10) days after receiving payment from the City, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The City may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The City may also suspend the work under this contract or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts.

ARTICLE 4. PAYMENT REQUIREMENTS

A. Monthly Billing Statements. The Engineer shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the City. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

B. Billing Statement. The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The fixed fee will be paid in proportion to the percentage of work completed per work authorizations.

C. Overhead Rates. The Engineer shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum contracts, the overhead rate remains unchanged for the entire contract period.

D. Thirty Day Payments. Upon receipt of a billing statement that complies with all invoice requirements set forth in this Article, the City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

E. Withholding Payments. The City reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Engineer becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; (4) required reports are not received; or (5) the City Comptroller of Public Accounts will not issue a warrant to the Engineer. In the event that payment is withheld, the City shall notify the Engineer and give a remedy that would allow the City to release the payment.

F. Required Reports.

(1) The Engineer shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the City to document the progress of the work.

G. Subproviders and Suppliers List. Pursuant to requirements of 43 Texas Administrative Code §9.350 et seq., the Engineer must provide the City a list (Exhibit H-5/DBE or Exhibit H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders and suppliers names, addresses, telephone numbers, and type of work desired.

H. Debt to the City. If the City Comptroller of Public Accounts is prohibited from issuing a warrant or initiating an electronic funds transfer to the Engineer because of a debt owed to the City, the City shall apply all payment due the Engineer to the debt or delinquent tax until the debt or delinquent tax is paid in full.

I. Audit. The City auditor may conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the City auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

ARTICLE 5. WORK AUTHORIZATIONS. The City will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this contract. The Engineer must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of the contract. The City shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

ARTICLE 6. SIGNATORY WARRANTY. The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the City to enter into this contract.

ARTICLE 7. All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Engineer:	**City:**
Robert D. Austin Senior Associate, Team Leader Lockwood, Andrews & Newnam, Inc. 10101 Reunion Place, Suite 200 San Antonio, Texas 78216	Robert A. Eads Traffic Department Director City of Laredo 5512 Thomas Avenue Laredo, Texas 78041

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE 8. INCORPORATION OF PROVISIONS. Attachments A through G are attached hereto and incorporated into this contract as if fully set forth herein.

IN WITNESS WHEREOF, the **City** and the **Engineer** have executed this contract in duplicate.

THE ENGINEER

Robert D. Austin

(Signature)

Robert D. Austin, PE
(Printed Name)

Sr. Associate, Team Leader
(Title)

3/28/2018
(Date)

THE CITY OF LAREDO, TEXAS

(Signature) YCH

HORACIO DE LEON
(Printed Name)

CITY MANAGER
(Title)

4/10/18
(Date)

ATTESTED

BY: 4/10/18
Jose A. Valdez, JR DCTC
City Secretary

Attachments to Contract for Engineering Services Incorporated into the Contract by Reference

Attachments	Title
A	General Provisions
B	Services to Be Provided by the City
C	Services to Be Provided by the Engineer
D	Work Authorization and Supplemental Work Authorization
E	Fee Schedule
F	Not Applicable
G	Computer Graphics Files for Document and Information Exchange, if applicable

ATTACHMENT A

GENERAL PROVISIONS

INDEX TO PROVISIONS

Article	Title
1	Work Authorizations
2	Progress
3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
8	Public Information
9	Personnel, Equipment and Material
11	Subcontracting
12	Inspection of Work
13	Submission of Reports
14	Violation of Contract Terms
15	Termination
16	Compliance with Laws
17	Indemnification
18	Engineer's Responsibility
19	Non-collusion
20	Insurance
21	Gratuities
22	DBE/HUB Requirements
23	Maintenance, Retention and Audit of Records
24	Nepotism Disclosure
25	Civil Rights Compliance
26	Patent Rights
27	Computer Graphics Files
28	Child Support Certification
29	Disputes
30	Successors and Assigns
31	Severability
32	Prior Contracts Superseded
33	Conflict of Interest
34	Office of Management and Budget (OMB) Audit Requirements
35	Debarment Certifications
36	E-Verify Certification
37	Restrictions on Employment of Former City Officer or Employee
38	Pertinent Non-Discrimination Authorities
39	Boycott Israel

ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the City and the Engineer have signed a work authorization. Costs incurred by the Engineer before a work authorization is fully executed or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the contract period set forth in Article 2 of the contract (Contract Period).

The maximum contract time is the time needed to complete all work authorizations that will be issued in the first three years of the contract. All work authorizations must be issued within the initial three-year period, starting from the contract execution date.

B. Contents. Each work authorization will specify (1) the types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Engineer is not to include additional contract terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the contract, the terms and conditions of the contract shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The City will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the City. While it is the City's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Contract. Each work authorization shall be signed by both parties and become a part of the contract. No work authorization will waive the City's or the Engineer's responsibilities and obligations established in this contract. The Engineer shall promptly notify the City of any event that will affect completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The City shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shall allow adequate time for review and approval of the supplemental work authorization by the City prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article 2 of the contract, (Contract Period). Under no circumstances will a work authorization be allowed to extend beyond the contract's expiration date or will the total amount of funds exceed the maximum amount payable set forth in Article 3A of the contract (Compensation).

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the City. The City may, at its sole discretion, extend the work authorization period by execution of supplemental authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental work authorization. The Engineer must allow

adequate time for the City to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the City's approval.

G. New Work Authorization. If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the City, it may issue a new work authorization to the Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the City, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The City, at its sole discretion, may accept the Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the City within five business days from the date on the faxed copy.

I. Proposal Work Authorizations. The City may issue a proposal work authorization under which the Engineer will submit a proposal for additional work. The proposal must be for additional work that is within the defined scope of work under this contract. The amount to be paid for a proposal work authorization will be a lump sum for each proposal. The lump sum payment will be no less than two percent (2%) and no more than four percent (4%) of the City's estimate of the cost of the additional work. The Engineer may elect without penalty not to submit a proposal in response to a proposal work authorization. Any proposal submitted in response to a proposal work authorization will be the sole property of the City. The City may, at its option, issue similar or identical proposal work authorizations under other contracts, and the proposals submitted in response to the various proposal work authorizations may be compared by the City for the purpose of determining the contract under which the work will be awarded. The determination of the contract under which the work will be awarded will be based on the design characteristics of the proposal and the Engineer's qualifications and will not consider the Engineer's rates.

J. Deliverables. Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the City for review and acceptance.

ARTICLE 2. PROGRESS

A. Progress meetings. The Engineer shall from time to time during the progress of the work confer with the City. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the City and/or State in order to evaluate features of the work.

B. Conferences. At the request of the City or the Engineer, conferences shall be provided at the Engineer's office, the office of the City, or at other locations designated by the City. These conferences shall also include evaluation of the Engineer's services and work when requested by the City.

C. Inspections. If federal funds are used to reimburse costs incurred under this contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation and/or Texas Department of Transportation.

D. Reports. The Engineer shall promptly advise the City in writing of events that have a significant impact upon the progress of a work authorization, including:

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any City or federal assistance needed to resolve the situation; and
2. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the City determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the City shall review the work schedule with the Engineer to determine the nature of corrective action needed.

ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the City desire to suspend a work authorization but not terminate the contract, the City may verbally notify the Engineer followed by written confirmation, giving (30) thirty days notice. Both parties may waive the thirty-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the City to resume the work. Both parties may waive the sixty-day notice in writing.

C. Contract Period Not Affected. If the City suspends a work authorization, the contract period as determined in Article 2 of the contract (Contract Period) is not affected and the contract and the work authorization will terminate on the date specified unless the contract or work authorization is amended to authorize additional time.

D. Limitation of Liability. The City shall have no liability for work performed or costs incurred prior to the date authorized by the City to begin work, during periods when work is suspended, or after the completion date of the contract or work authorization.

ARTICLE 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the City in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the City finds that the work does constitute additional work, the City shall so advise the Engineer and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

C. Limitation of Liability. The City shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

ARTICLE 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this contract but the City requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Engineer shall make such revisions as requested and as directed by the City. This will be considered as additional work and paid for as specified under Article 4, Additional Work.

B. Work Does Not Comply with Contract. If the Engineer submits work that does not comply with the terms of this contract, the City shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this contract which are necessary to correct errors or omissions appearing therein, when required to do so by the City. No additional compensation shall be paid for this work.

ARTICLE 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this contract may be modified if the City determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases. Significant is defined to mean a cost increase of any amount and a cost decrease of twenty percent (20%) or more of the original estimated project cost.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article 3 of the contract (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the contract period specified in Article 2 of the contract (Contract Period).

ARTICLE 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the City.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the City shall be delivered to the City upon request by the City. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the City under this contract, but further use of the data is subject to permission by the City.

C. Release of Design Plan. The Engineer (1) will not release any roadway design plan created or collected under this contract except to its subproviders as necessary to complete the contract; (2) shall include a provision in all subcontracts which acknowledges the City's ownership of the design plan and prohibits its use for any use other than the project identified in this contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the City.

ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The City will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this contract.

B. Confidentiality. The Engineer shall not disclose information obtained from the City under this contract without the express written consent of the City.

C. Access to Information. The Engineer is required to make any information created or exchanged with the City pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under the contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or it will be able to obtain such personnel from sources other than the City.

B. Removal of Contractor Employee. All employees of the Engineer assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The City may instruct the Engineer to remove any employee from association with work authorized in this contract if, in the sole opinion of the City, the work of that employee does not comply with the terms of this contract or if the conduct of that employee becomes detrimental to the work.

C. Replacement of Key Personnel. The Engineer must notify the City in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this contract, giving the reason for removal.

D. City Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel without prior consent of the City. The City must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the City determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the City within forty-five (45) days.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this contract Citys to the contrary, the City shall own all intellectual property acquired or developed under this contract and all

equipment purchased by the Engineer or its subcontractors under this contract. All intellectual property and equipment owned by the City shall be delivered to the City when the contract terminates, or when it is no longer needed for work performed under this contract, whichever occurs first.

ARTICLE 11. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this contract without prior written approval from the City.

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of Attachment H of the contract (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the City to the Engineer.

D. Prior Review. Subcontracts for professional services in excess of $25,000 may be reviewed by the City prior to performance of work thereunder.

E. Engineer Responsibilities. No subcontract relieves the Engineer of any responsibilities under this contract.

ARTICLE 12. INSPECTION OF WORK

A. Review Rights. The City and the U.S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the City or federal representatives in the performance of their duties.

ARTICLE 13. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the City before a final report is issued. The City's comments on the Engineer's preliminary report must be addressed in the final report.

ARTICLE 14. VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the contract, and any increased or additional cost incurred by the City arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

B. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 15. TERMINATION

A. Causes. The contract may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the City by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the City for reasons of its own, not subject to the mutual consent of the Engineer, by giving thirty business days notice of termination in writing to the Engineer.
5. By the City, if the Engineer violates the provisions of Attachment A, General Provisions Article 21, Gratuities, or Attachment H, Disadvantaged Business Enterprise/Historically Underutilized Business Requirements.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the City terminate this contract as herein provided, no fees other than fees due and

payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the City shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the City terminate this contract under paragraph (4) or (5) above, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty days.

C. Value of Completed Work. If the Engineer defaults in the performance of this contract or if the City terminates this contract for fault on the part of the Engineer, the City will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the City; (4) the cost to the City of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the City of the work performed.

D. Calculation of Payments. The City shall use the fee schedule set forth in Attachment E to the contract (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments. Any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

E. Excusable Delays. Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the City and the Engineer under this contract, except for those provisions that establish responsibilities that extend beyond the contract period.

G. Payment of Additional Costs. If termination of this contract is due to the failure of the Engineer to fulfill its contract obligations, the City may take over the project and prosecute the work to completion, and the Engineer shall be liable to the City for any additional cost to the City.

ARTICLE 16. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, City and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the City with satisfactory proof of its compliance therewith.

ARTICLE 17. INDEMNIFICATION

A. Indemnification. The Engineer shall indemnify the City and the City's officers and employees against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, or another entity over which the Engineer exercises control.

B. Attorney Fees. The Engineer shall reimburse, in proportion to Engineer's liability, City's reasonable attorney's fees incurred defending TxDOT against a claim based wholly or partly on the negligence of, fault of, or breach of contract by Engineer, Engineer's agent, or another entity over which Engineer exercises control.

ARTICLE 18. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall be responsible for the accuracy of work and shall promptly make necessary

revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Engineer's Responsibility for all questions arising from design errors or omissions will be determined by the City. All decisions shall be in accordance with the City's "Consultant Errors & Omissions Correction and Collection Procedures" and Texas Government Code §2252.905. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Professionalism. The Engineer shall perform the services it provides under the contract: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

D. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the City in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

E. Resealing of Documents. Once the work has been sealed and accepted by the City, the City, as the owner, will notify the party to this contract, in writing, of the possibility that a City engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

ARTICLE 19. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

B. Liability. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 20. INSURANCE

The Engineer certifies that it has insurance on file with Contract Services of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 1560-CS Certificate of Insurance. The Engineer certifies that it will keep current insurance on file with that office and with the City of Laredo for the duration of the contract period. If insurance lapses during the contract period, the Engineer must stop work until a new certificate of insurance is provided.

ARTICLE 21. GRATUITIES

A. Employees Not to Benefit. City of Laredo policy mandates that employees of the City of Laredo, Texas shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the City under this contract.

B. Liability. Any person doing business with or who reasonably speaking may do business with the City under this contract may not make any offer of benefits, gifts or favors to department employees. Failure on the part of the Engineer to adhere to this policy may result in the termination of this contract.

ARTICLE 22. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the City.

ARTICLE 23. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and

other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the contract period and for seven (7) years from the date of final payment under this contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The City or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, the Texas Department of Transportation, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 24. NEPOTISM DISCLOSURE

A. In this section the term "relative" means:

(1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or

(2) the grandparent, parent, sibling, child, or grandchild of the person's spouse.

B. A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to the City Manager's Office at the City of Laredo, 1110 Houston Street, Laredo, Texas 78042. The notice shall specify the Engineer's firm name, the name of the person who submitted the notification, the contract number, the office of the City of Laredo that is principally responsible for the contract, the name of the relevant Engineer employee, the expected role of the Engineer employee on the project, the name of the City of Laredo employee who is a relative of the Engineer employee, the title of the City of Laredo employee, the work location of the City of Laredo employee, and the nature of the relationship.

C. By executing this contract, the Engineer is certifying that the Engineer does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by the City of Laredo unless the Engineer has notified the City of Laredo of each instance as required by subsection (b).

D. If the Engineer learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by the City of Laredo, the Engineer shall notify the City of Laredo under subsection (b) of each instance within thirty days of obtaining that knowledge.

E. If the Engineer violates this section, the City of Laredo may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

ARTICLE 25. CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations: The Engineer will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer will so certify to the City or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the Nondiscrimination provisions of this contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Engineer under the contract until the Engineer complies and/or
(2) cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Engineer will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take such action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Engineer may request the City to enter into such litigation to protect the interests of the City. In addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 26. PATENT RIGHTS

The State, the City of Laredo, and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this contract.

ARTICLE 27. COMPUTER GRAPHICS FILES

The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the City to be applicable to this contract.

ARTICLE 28. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the City for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract,

and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 29. DISPUTES

A. Disputes Not Related to Contract Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled in accordance with 43 Texas Administrative Code §9.2.

ARTICLE 30. SUCCESSORS AND ASSIGNS

The Engineer and the City do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this contract. The Engineer shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the City.

ARTICLE 31. SEVERABILITY

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 32. PRIOR CONTRACTS SUPERSEDED

This contract constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 33. CONFLICT OF INTEREST

A. Representation by Engineer.

The Engineer represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the department or which in any way conflicts with the interests of the department. The Engineer further certifies that this agreement is not barred because of a conflict of interest pursuant to Texas Government Code, Section 2261.252, between it and the City. Specifically, the Engineer certifies that none of the following individuals, nor any or their family members within the second degree of affinity or consanguinity, owns 1% or more interest, or has a financial interest as defined under Texas Government Code, Section 2261.252(b), in the Engineer: any member of the Texas Transportation Commission, TxDOT's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, or Director of Contract Services. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this contract, the Engineer certifies by executing this contract that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

D. Commencement of Final Design. This contract does not obligate the City to proceed with final design for any alternative. On completion of environmental documentation, the City will consider all reasonable

alternatives in a fair and objective manner. Notwithstanding anything contained elsewhere in the contract or in any work authorization, the Engineer may not proceed with final design until after all relevant environmental decision documents have been issued.

E. Restrictions on Testing. If the Engineer will perform commercial laboratory testing under this contract, on any project the Engineer may not perform more than one of the following types of testing:

1. verification testing;
2. quality control testing; or
3. independent assurance testing

ARTICLE 34. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 35. DEBARMENT CERTIFICATIONS

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, 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.

ARTICLE 36. E-VERIFY CERTIFICATION

Pursuant to Executive Order RP-80, Engineer certifies and ensures that for all contracts for services, Engineer shall, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of this agreement to determine the eligibility of:

1. All persons employed by Engineer during the term of this agreement to perform duties within the State of Texas; and
2. All persons, including subcontractors, assigned by Engineer to perform work pursuant to this agreement.

Violation of this provision constitutes a material breach of this agreement.

ARTICLE 37. RESTRICTIONS ON EMPLOYMENT OF FORMER CITY OFFICER OR EMPLOYEE

The Engineer shall not hire a former City officer or employee of a City agency who, during the period of City service or employment, participated on behalf of the City agency in this agreement's procurement or its negotiation until after the second anniversary of the date of the officer's or employee's service or employment with the City agency ceased.

ARTICLE 38. PERTINENT NON-DISCRIMINATION AUTHORITIES

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 39. BOYCOTT ISRAEL

A. Meaning: "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

B. Certification and Prohibition: The Engineer hereby certifies it does not boycott Israel and shall not boycott Israel during the term of the contract.

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE CITY

(Specific negotiated scopes will be included with each work authorization.)

ATTACHMENT C

SERVICES TO BE PROVIDED BY THE ENGINEER

(Specific negotiated scopes will be included with each work authorization.)

ATTACHMENT D
D-1
WORK AUTHORIZATION NO. 1
CONTRACT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 5 of Engineering Contract No. _____ (the Contract) entered into by and between the City of Laredo, Texas, (the City), and Lockwood, Andrews & Newnam, Inc. (the Engineer).

PART I. The Engineer will perform engineering services generally described as Traffic Signal Synchronization in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the City and the Engineer as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $599,999.30 and the method of payment is Lump Sum as set forth in Attachment E of the Contract. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Contract and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 3 thru 5 of the contract, and Attachment A, Article 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on April 1, 2019, unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

Robert D. Austin
(Signature)
Robert D. Austin
(Printed Name)
Sr. Associate, Team Leader
(Title)
MARCH 28, 2018
(Date)

THE CITY OF LAREDO, TX

KLH
(Signature)
HORACIO DE LEON
(Printed Name)
CITY MANAGER
(Title)
4/11/18
(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the City
Exhibit B	Services to be provided by the Engineer
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget

CITY OF LAREDO, TEXAS

ATTESTED
By: _____ 4/10/18
JOSE A. VELDEZ JR. DATE
CITY SECRETARY

ATTACHMENT D
D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. ____
WORK AUTHORIZATION NO. ____
CONTRACT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 5 Contract No. _____ hereinafter identified as the "Contract," entered into by and between the City of Laredo, Texas, (the City), and Lockwood, Andrews & Newnam, Inc. (the Engineer).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE CITY OF LAREDO, TEXAS**
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	_____ (Printed Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

ATTACHMENT E

FEE SCHEDULE
(Final Cost Proposal)

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

"X"	Basis	
X	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and profit. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the City as required by Article 4 A & B including classifying work, partial or completed, according to the Table of Deliverables.
____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and profit. The City may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. This option does not apply to Indefinite Deliverable Contracts.) __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

ATTACHMENT E – FEE SCHEDULE

Final Cost Proposal (FCP) Supporting Basis of Payment

* The **MAXIMUM AMOUNT PAYABLE** is $599,999.30.

The maximum amount payable is based on the following data and calculations:

* Maximum amount payable must be negotiated for each work authorization.

ATTACHMENT E - FEE SCHEDULE			
SPECIFIED RATE AND LUMP SUM PAYMENT BASIS LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)			
PRIME PROVIDER NAME: LOCKWOOD, ANDREWS & NEWNAM, INC.			
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
Project Manager	15+	$88.11	$265.00
Senior Engineer	15+	$56.53	$170.00
Engineer-In-Training	1 to 5	$34.91	$105.00
Designer	1 to 5	$29.93	$90.00
Admin/Clerical	5 to 10	$23.28	$70.00
INDIRECT COST RATE:	173.41%		
PROFIT RATE:	10%		

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustments.

Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.

Lump Sum Payment Basis - Invoice by deliverables, according to the table of deliverables Documentation of hours worked not required.

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

ATTACHMENT E - FEE SCHEDULE			
SPECIFIED RATE AND LUMP SUM PAYMENT BASIS LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)			
PRIME PROVIDER NAME:	LEE ENGINEERING, LLC.		
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
Principal	15+	$75.57	$240.00
Sr. Project Manager	15+	$64.55	$205.00
Project Engineer	5 to 10	$40.93	$130.00
Engineer Designer	1 to 5	$29.91	$95.00
Admin/Clerical	1 to 5	$15.75	$50.00
INDIRECT COST RATE:	188.73%		
PROFIT RATE:	10%		

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustments.

Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.

Lump Sum Payment Basis - Invoice by deliverables, according to the table of deliverables.Documentation of hours worked not required.

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

ATTACHMENT E - FEE SCHEDULE			
SPECIFIED RATE AND LUMP SUM PAYMENT BASIS LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)			
PRIME PROVIDER NAME:	LNV, INC.		
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
Sr. Project Manager	15+	$73.06	$225.00
Senior Engineer	15+	$63.32	$195.00
Engineer IV	5 to 10	$47.07	$145.00
Engineer I	1 to 5	$35.72	$110.00
Cadd Technician	5 to 10	$37.34	$115.00
2 Man Crew	1 to 5	$63.32	$195.00
Admin Clerical	5 to 10	$22.73	$70.00
INDIRECT COST RATE:	180.00%		
PROFIT RATE:	10%		

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustments.

Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.

Lump Sum Payment Basis - Invoice by deliverables, according to the table of deliverables. Documentation of hours worked not required.

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

ATTACHMENT E - FEE SCHEDULE			
SPECIFIED RATE AND LUMP SUM PAYMENT BASIS LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)			
PRIME PROVIDER NAME:	A.C. GROUP, LLC.		
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
Traffic Data Supervisor	1 to 5	$27.83	$75.00
Surveyors	1 to 5	$27.83	$75.00
INDIRECT COST RATE:	145.00%		
PROFIT RATE:	10%		

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustments.

Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.

Lump Sum Payment Basis - Invoice by deliverables, according to the table of deliverables. Documentation of hours worked not required.

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

ATTACHMENT F

Not Applicable

ATTACHMENT G

Computer Graphics Files for Document and Information Exchange

The Engineer agrees to provide the City with all applicable computer graphics files developed within the course of this contract. This will include as a minimum:

1. Final Traffic Report
2. A copy of the Synchro .SYN files (one each for every timing plan)
3. The PowerPoint Presentation to MPO and City Council

EXHIBIT A

SERVICES TO BE PROVIDED BY THE CITY OF LAREDO

The City of Laredo will provide the following:

- Provide name, address and phone number of the City's project manager.
- Review of recommendations offered by the Engineer and approve or reject any or all work performed under this contract.
- Review of progress of work and final acceptance of all documents.
- Process all periodic payment requests submitted by the Engineer.
- Provide available project information for creating base Synchro models.
- Provide available existing signal timing plan, and controller/detector input documentation.
- Provide As-built plans of the existing project facilities, if available.
- Provide Crash Information available.
- Provide available traffic data from TPP (including saturation counts) and from adjacent studies, if applicable.
- Provide available information/notification of any proposed development that would generate traffic.
- Provide any available schematics that exist for the project intersections.
- Review, approve and update draft submittals such as time-space diagrams, draft controller timings, etc.
- Provide to the Engineer the preferred correction method for offset adjustment by time of day (hold, shortest path 4 -cycles, etc.)
- Install initial timing plans in the traffic signal controllers via ATMS or in the field
- Make new timing plans operational and notify Engineer
- Set traffic signal phases to maximum recall as requested by the Engineer to confirm off-sets
- Make changes to timing plans in the traffic signal controllers as requested by the Engineer
- Prompt Review of Deliverables.

Additional Responsibilities

- Interface with local, regional, State and Federal agencies or other entities on behalf of Engineer, unless stated otherwise for specific tasks in Exhibit B.
- Provide the Engineer with timely reviews in accordance with Exhibit C, "Work Schedule" of the Work Authorization and timely decisions to enable the Engineer to maintain the project schedule as approved by the City.
- Secure all required permits and agreements as needed.
- Download timing plans into the intersection controllers.
- Assist with time-of-day traffic signal timing plan implementation.
- Assist with field adjustments to traffic signal controller programing so the Engineer can finalize timing plans and conduct after study travel runs.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

This project will provide optimized traffic signal timings for the following roadways listed below:

1.	FM 1472 (Mines Road)	Number of Traffic Signals:	13
2.	US Highway 83 (Zapata Hwy)	Number of Traffic Signals:	19
3.	Bob Bullock Loop (Loop 20)	Number of Traffic Signals:	6
4.	McPherson Road	Number of Traffic Signals:	17
5.	State Highway 359	Number of Traffic Signals:	6
6.	Business Interstate Highway 35	Number of Traffic Signals:	7
7.	Interstate Highway 35 Frontage Roads	Number of Traffic Signals:	12
		Total Traffic Signals in Project:	80

Each intersection is listed in Attachment 1 below.

TASK 1 – DATA COLLECTION:

The Engineer shall provide 7-day 24-hour Automatic Traffic Recorder (ATR) traffic counts at critical location(s) along each roadway identified above. These counts will then be used to determine when weekday and weekend timing plan changes are necessary for AM, Noon, PM and Off-peak timing plans (4 plans total per corridor) for roadways 1 through 7 listed above; and for an additional Monday and Friday timing plan (2 total additional plans) for roadway 1 listed above.

Once critical traffic periods are determined, the Engineer shall collect turning movement counts (TMC) for each timing plan period and prepare an Intersection Inventory Log (Sketches & Photos) for each intersection identified in Attachment 1. Traffic Counts identifying percentage of heavy vehicles and data from the Intersection Inventory Logs will be inputted into the Synchro traffic signal model for optimization.

The Engineer shall conduct travel time runs of each roadway in both directions of travel to develop a base existing condition of time to travel each roadway noting overall travel time and back of queue.

TASK 2 – TRAFFIC SIGNAL TIMING PLAN DEVELOPMENT AND SYNCHRONIZATION

A. The Engineer shall develop an initial base Synchro traffic signal model for each intersection listed in Attachment 1 for each time of day (TOD) plan identified above. The model intersection spacing may be developed using Google aerial imaginary with a diagrammatic overlay of the intersection phasing. The TOD models will use the highest volume hour counted for each plan period.

The base TOD Synchro models will be calibrated against the travel runs collected in Task 1 to closely mimic the existing conditions using City provided local timing parameters including:

a. Min Initials;
b. Min Splits;
c. Pedestrian Intervals;
d. Yellow Time;
e. All Red Time;
f. Applicable Detector settings, such as Vehicle Extension/Min Gaps.

B. Each plan shall be created that favors a progression for both directions of travel for each roadway for each TOD plan. Each plan shall use the same cycle lengths and shall not violate the minimum phase splits and / or pedestrian timings for each intersection. Each plan will be optimized by varying the offsets to provide progression based on the TOD vehicle demand. Offsets will be set to the point in the timing cycle required by the traffic signal firmware.

TASK 3 – SIGNAL TIMING PLAN IMPLEMENTATION

The Engineer shall develop traffic signal timing plans for the City The timing plans will include the cycle lengths, splits, offsets, local timing parameters (min, max, recalls, yellow, all red, ped timing, memory settings, etc.). Also included shall be plan transition times (time when a plan is scheduled to begin).

~~***Note - Successful signal implementation is predicated on all signals and site conditions to be in full operation during typical conditions, such as no equipment failures (broken detectors, flashing operation), construction activity, accidents, emergency, and any unplanned special events.***~~

Once the new traffic signal timing plans have been installed in each controller, the Engineer will drive the corridor several times, comparing travel times, looking for cycle failures, discontinuities in the traffic flow, or congestion where none was expected for each TOD plan and make offset and split corrections as needed. Final travel time runs will document the new traffic signal timing plan measures of effectiveness in the after conditions (average travel time, average delay and average speed

TASK 4 – FINAL TRAFFIC REPORT

The Engineer shall prepare a brief technical traffic report documenting the implemented timing plans, easy to read tables or exhibits that will show the before and after travel time runs, and provide time space diagrams showing the before progression and the improved after progression for each roadway by direction of travel. The report will also document observations made on FM 1472 regarding near term improvement recommendations (based on Synchro timing plan design observations, in field observations made after re-timings, and traffic engineering experience) that can be made to improve operations beyond signal synchronization.

The traffic report will include the following:

a. Executive Summary
b. Estimated Signal Retiming Benefits showing before/after travel time runs for each roadway
c. FM 1472 – Near term Improvement Recommendations
d. Appendix with Existing Intersection Inventory Sketches & Photo Log
e. Appendix with Summarized Volume spreadsheets and charts (original and PDF)
f. Appendix with Time-space Diagram of each roadway by direction
g. Appendix with Synchro Timing Plans

TASK 5 – MEETINGS

The Engineer shall attend a project kick-off meeting with the City (and TxDOT) and a post implementation MPO meeting and a City Council meeting in Laredo. After the FM 1472 Timing Plans are reviewed & updated, but prior to implementation, the Engineer shall attend an implementation meeting with the City (and TxDOT).

DELIVERABLES

1. Final Traffic Report
2. A copy of the Synchro .SYN files (one each for every timing plan)
3. Presentation to MPO and City Council

Attachment 1 – Roadway Intersections included in Project:

	Roadway	Intersections
1	FM 1472 (Mines Rd)	13
2	US Highway 83 (Zapata Hwy)	19
3	Bob Bullock Loop (Loop 20)	6
4	McPherson Road	17
5	State Highway 359	6
6	Business Interstate Highway 35	7
7	Interstate Highway 35 Frontage Roads	12
		80

1. **FM 1472 (Mines Road)**

ID	MAJOR STREET	MINOR STREET
1	FM 1472 (Mines Rd)	Pan American Blvd
2	FM 1472 (Mines Rd)	Trade Center Blvd
3	FM 1472 (Mines Rd)	AF Muller Blvd

ID	MAJOR STREET	MINOR STREET
4	FM 1472 (Mines Rd)	Interamerica Blvd
5	FM 1472 (Mines Rd)	River Bank Dr
6	FM 1472 (Mines Rd)	Milo Rd
7	FM 1472 (Mines Rd)	Loop 20 WB
8	FM 1472 (Mines Rd)	Loop 20 EB
9	FM 1472 (Mines Rd)	Fasken Blvd
10	FM 1472 (Mines Rd)	Rancho Viejo Dr
11	FM 1472 (Mines Rd)	Lowry Rd
12	FM 1472 (Mines Rd)	San Lorenzo Dr / Bristol Rd
13	FM 1472 (Mines Rd)	Flecha Ln

2. US Highway 83 (Zapata Highway)

ID	MAJOR STREET	MINOR STREET
1	US Highway 83 (Guadalupe Ave)	Seymour Ave
2	US Highway 83 (Chihuahua Ave)	Seymour Ave
3	US Highway 83 (Guadalupe Ave)	Meadow Ave
4	US Highway 83 (Chihuahua Ave)	Meadow Ave
5	US Highway 83 (Guadalupe Ave)	Malinche Ave
6	US Highway 83 (Chihuahua Ave)	Malinche Ave
7	US Highway 83 (Guadalupe Ave)	Bartlett Ave
8	US Highway 83 (Chihuahua Ave)	Bartlett Ave
9	US Highway 83	Mercer St
10	US Highway 83	Wooster St
11	US Highway 83	Spur 260

ID	MAJOR STREET	MINOR STREET
12	US Highway 83	Napoleoan St
13	US Highway 83	Sta. Barbara
14	US Highway 83	Pine St
15	US Highway 83	San Luis St
16	US Highway 83	Zacatecas St
17	US Highway 83	Palo Blanco St
18	US Highway 83	Lomas Del Sur Blvd
19	US Highway 83	Riverhill Dr

3. Bob Bullock Loop (Loop 20)

ID	MAJOR STREET	MINOR STREET
1	Loop 20	Shiloh Dr
2	Loop 20	Del Mar Blvd
3	Loop 20	University Blvd
4	Loop 20	Lakeview Blvd
5	Loop 20	Jacaman Rd
6	Loop 20	Sinatra Pkwy

4. McPherson Road

ID	MAJOR STREET	MINOR STREET
1	Loop 20 (EB Frontage)	McPherson Rd
2	Loop 20 (WB Frontage)	McPherson Rd
3	McPherson Rd	San Isidro Pkwy
4	McPherson Rd	Tiara Trail

ID	MAJOR STREET	MINOR STREET
5	McPherson Rd	Shiloh Dr
6	McPherson Rd	United HS
7	McPherson Rd	International Blvd
8	McPherson Rd	Country Club Dr
9	McPherson Rd	Del Mar Blvd
10	McPherson Rd	Fenwick Dr / University Blvd
11	McPherson Rd	Jacaman Rd
12	McPherson Rd	Calle Del Norte Dr
13	McPherson Rd	Gale St
14	McPherson Rd	Hillside Rd
15	McPherson Rd	Calton Rd
16	McPherson Rd	Taylor St
17	McPherson Rd	Bustamante St

5. State Highway 359

ID	MAJOR STREET	MINOR STREET
1	State Highway 359	Boomtown St
2	Loop 20	State Highway 359
3	State Highway 359	Cuatro Vientos Rd
4	State Highway 359	Concord Hills Blvd
5	State Highway 359	Las Misiones Blvd
6	State Highway 359	G Ranch Rd

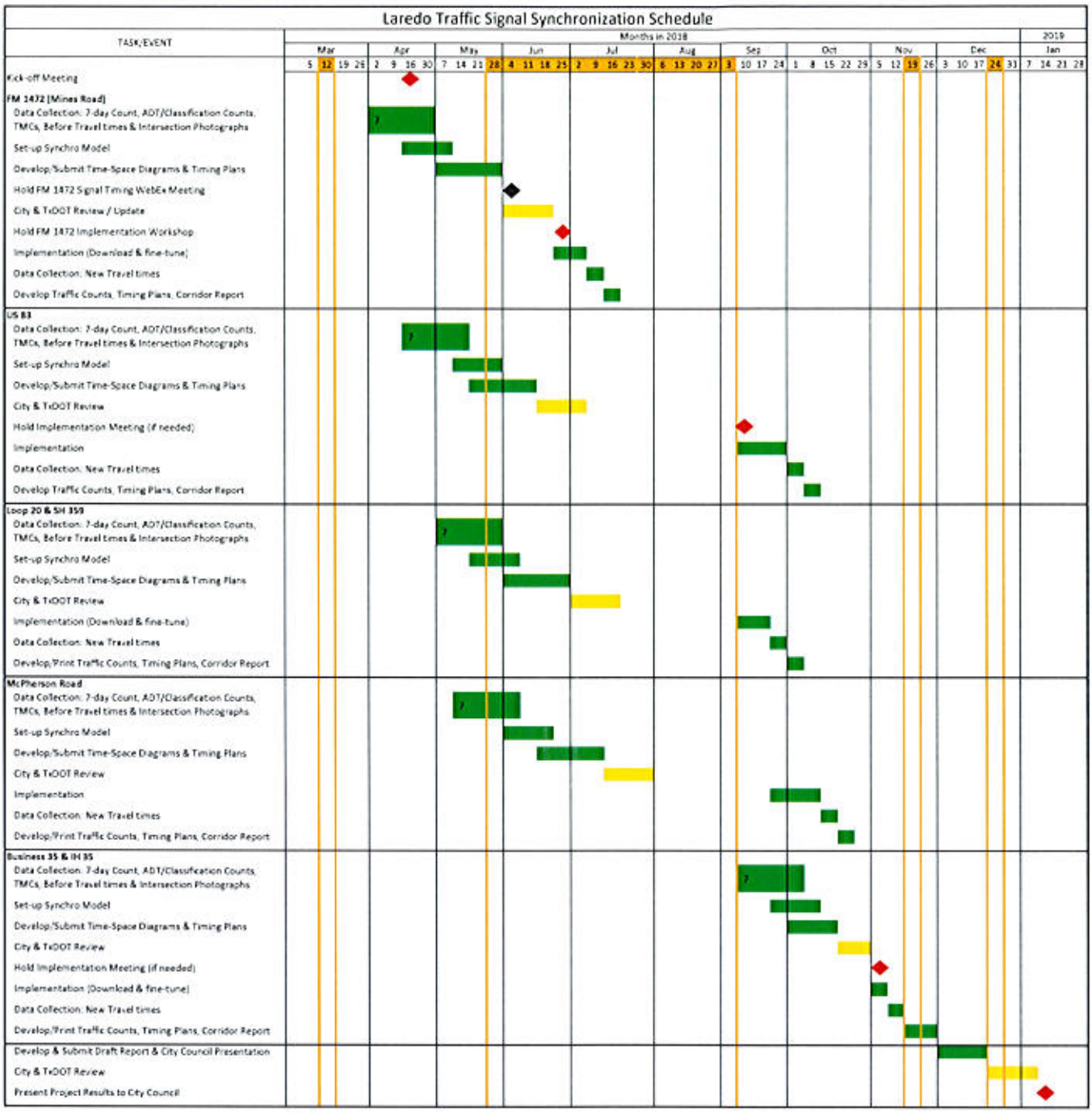
6. **Business IH 35 (San Bernardo Ave)**

ID	MAJOR STREET	MINOR STREET
1	Business IH 35	Gateway Center Driveway
2	Business IH 35	Chicago St
3	Business IH 35	Lafayette St
4	Business IH 35	Jefferson St
5	Business IH 35	Park St
6	Business IH 35	Sanchez St
7	Business IH 35	Scott

7. **Interstate Highway 35 Frontage Roads**

ID	MAJOR STREET	MINOR STREET
1	IH 35 (NB Frontage Road)	Chicago St
2	IH 35 (SB Frontage Road)	Chicago St
3	IH 35 (NB Frontage Road)	US Hwy 59 (Saunders St)
4	IH 35 (SB Frontage Road)	US Hwy 59 (Saunders St)
5	IH 35 (NB Frontage Road)	Jefferson St
6	IH 35 (SB Frontage Road)	Jefferson St
7	IH 35 (NB Frontage Road)	Park St
8	IH 35 (SB Frontage Road)	Park St
9	IH 35 (NB Frontage Road)	Sanchez St
10	IH 35 (SB Frontage Road)	Sanchez St
11	IH 35 (NB Frontage Road)	Scott St
12	IH 35 (SB Frontage Road)	Scott St

Laredo Traffic Signal Synchronization Schedule



PRIME PROVIDER: **Lockwood, Andrews & Newnam, Inc.**

CORRIDOR	Number of Signals	Data Collection	Signal Timing Plans & Synchronization	Signal Timing Implementation	Data Collection & Signalization Fee	Cumulative Data Collection & Signalization Fee
1. FM 1472 (Mines Road)	13	$38,065.69	$51,520.00	$47,140.00	$136,725.69	$136,725.69
2. US 83	19	$31,728.31	$29,365.00	$17,500.00	$78,593.31	$215,319.00
3. LOOP 20	6	$15,062.63	$15,475.00	$13,080.00	$43,617.63	$258,936.63
4. McPherson Road	17	$27,607.44	$30,030.00	$22,630.00	$80,267.44	$339,204.06
5. SH 359	6	$12,582.63	$15,475.00	$13,080.00	$41,137.63	$380,341.69
6. BUSINESS 35 + 7. IH 35 (21 timing plans & impl.)	19	$35,188.31	$35,760.00	$26,400.00	$97,348.31	$477,690.00
TOTALS	80	$160,235.00	$177,625.00	$139,830.00	**$477,690.00**	**$477,690.00**

COMPANY	Data Collection	Signal Timing Plans & Synchronization	Signal Timing Implementation	Traffic Report & Presentations to MPO, City Council	Project Management & Direct Exp.	TOTAL FEE
LOCKWOOD, ANDREWS & NEWNAM, INC.		$92,510.00	$62,340.00	$40,650.00	$55,626.80	$251,126.80
LEE ENGINEERING, LLC		$85,115.00	$77,490.00		$26,032.50	$188,637.50
A.C. GROUP, LLC	$94,600.00					$94,600.00
LNV, INC.	$65,635.00					$65,635.00
TOTALS	**$160,235.00**	**$177,625.00**	**$139,830.00**	**$40,650.00**	**$81,659.30**	**$599,999.30**

Notes:

A. Per City of Laredo, the City of Laredo will input the approved timing plans initially and the LAN Team will tweak them as needed in the field in coordination with the City.

B. All Corridors will have Base Timing Plans of: AM, Noon, PM & Off peak

C. Mines Road will have 6 timing plans total: AM, Noon, PM, Off peak, Monday (1 Plan) & Friday (1 Plan)

D. The Off peak Timing Plan will also run on Weekends (Implementation will occur mid-week).

E. Mines Rd Off peak plan will also be checked/tweaked on Saturday also.

F. BUS 35 & IH 35 will be treated as a cluster network. We will prioritize E-W progression & review/tweak diamond operations & N-S progression on Bus 35.

Sub-Provider: A.C. Group, LLC

	Corridor	Intersections	Traffic Data Collection Fee
1	FM 1472 (Mines Rd)	12	$27,400.00
2	US Highway 83 (Zapata Hwy)	19	$16,140.00
3	Bob Bullock Loop (Loop 20)	6	$10,140.00
4	McPherson Road	17	$13,660.00
5	Business Interstate Highway 35	7	$7,660.00
6	State Highway 359	6	$7,660.00
7	Interstate Highway 35	12	$11,940.00
		106	**$94,600.00**

FM 1472 (Mines Road)

ID	MAJOR STREET	MINOR STREET	Surveyors		Traffic Data Supervisor	Turning Movement Counts (Including Classification)	Average Daily Traffic Volumes (7 Day)		Travel Time Runs (Before)	Travel Time Runs (After)	AC Group Fee
						AM / Mid / PM / Off / Mon. / Fri.	NB	SB	AM / Mid / PM	AM / Mid / PM	
				Unit	Hour	Hour	Stations	Stations	Hour	Hour	
				Rate	$75	$75	$640	$640	$120	$120	
1	FM 1472 (Mines Rd)	Pan American Blvd	2			12					$1,800
2	FM 1472 (Mines Rd)	Trade Center Blvd	2			12					$1,800
3	FM 1472 (Mines Rd)	AF Muller Blvd	2			12					$1,800
4	FM 1472 (Mines Rd)	Interamerica Blvd	2			12					$1,800
5	FM 1472 (Mines Rd)	River Bank Dr	2			12					$1,800
6	FM 1472 (Mines Rd)	Milo Rd	2			12					$1,800
7	FM 1472 (Mines Rd)	Loop 20 WB	2			12					$1,800
8	FM 1472 (Mines Rd)	Loop 20 EB	2			12					$1,800
9	FM 1472 (Mines Rd)	Fasken Blvd	1			12					$900
10	FM 1472 (Mines Rd)	Rancho Viejo Dr	2			12					$1,800
11	FM 1472 (Mines Rd)	Lowry Rd	2			12					$1,800
12	FM 1472 (Mines Rd)	San Lorenzo Dr / Bristol Rd	2			12					$1,800
13	FM 1472 (Mines Rd)	Flecha Ln	2			12					$1,800
	FM 1472 (Mines Rd)	(Corridor Wide)	1		12		2	2	6	6	$4,900
		Totals:			12	156	2	2	6	6	**$27,400**

Sub-Provider: A.C. Group, LLC

US Highway 83 (Zapata Highway)

ID	MAJOR STREET	MINOR STREET	Surveyors		Traffic Data Supervisor	Turning Movement Counts (Including Classification)	Average Daily Traffic Volumes (7 Day)		Travel Time Runs (Before)	Travel Time Runs (After)	Fee
						AM / Mid / PM / Off	NB	SB	AM / Mid / PM / Off	AM / Mid / PM / Off	
				Unit	Hour	Hour	Stations	Stations	Hour	Hour	
				Rate	$75	$75	$640	$640	$120	$120	
1	US Highway 83 (Guadalupe Ave)	Seymour Ave	1			8					$600
2	US Highway 83 (Chihuahua Ave)	Seymour Ave	1			8					$600
3	US Highway 83 (Guadalupe Ave)	Meadow Ave	1			8					$600
4	US Highway 83 (Chihuahua Ave)	Meadow Ave	1			8					$600
5	US Highway 83 (Guadalupe Ave)	Malinche Ave	1			8					$600
6	US Highway 83 (Chihuahua Ave)	Malinche Ave	1			8					$600
7	US Highway 83 (Guadalupe Ave)	Bartlett Ave	1			8					$600
8	US Highway 83 (Chihuahua Ave)	Bartlett Ave	1			8					$600
9	US Highway 83	Mercer	1			8					$600
10	US Highway 83	Wooster	1			8					$600
11	US Highway 83	Spur 260	1			8					$600
12	US Highway 83	Napoleoan St	1			8					$600
13	US Highway 83	Sta. Barbara	1			8					$600
14	US Highway 83	Pine St	1			8					$600
15	US Highway 83	San Luis St	1			8					$600
16	US Highway 83	Zacatecas St	1			8					$600
17	US Highway 83	Palo Blanco St	1			8					$600
18	US Highway 83	Lomas Del Sur Blvd	1			8					$600
19	US Highway 83	Riverhill Dr	1			8					$600
	US Highway 83	(Corridor Wide)			12		3	3			$4,740
		Totals			12	152	3	3	0	0	**$16,140**

Sub-Provider: A.C. Group, LLC

Bob Bullock Loop (Loop 20)

ID	MAJOR STREET	MINOR STREET	Surveyors		Traffic Data Supervisor	Turning Movement Counts (Including Classification)	Average Daily Traffic Volumes (7 Day)		Travel Time Runs (Before)	Travel Time Runs (After)	Fee
						AM / Mid / PM / Off	NB	SB	AM / Mid / PM / Off	AM / Mid / PM / Off	
				Unit	Hour	Hour	Stations	Stations	Hour	Hour	
				Rate	$75	$75	$640	$640	$120	$120	
1	Loop 20	Shiloh Dr	1			8					$600
2	Loop 20	Del Mar Blvd	2			8					$1,200
3	Loop 20	Univeristy Blvd	2			8					$1,200
4	Loop 20	Lakeview Blvd	1			8					$600
5	Loop 20	Jacaman Rd	2			8					$1,200
6	Loop 20	Sinatra Pkwy	1			8					$600
	Loop 20	(Corridor Wide)			12		3	3			$4,740
Totals					12	48	3	3	0	0	**$10,140**

Sub-Provider: A.C. Group, LLC

McPherson Road

ID	MAJOR STREET	MINOR STREET	Surveyors		Traffic Data Supervisor	Turning Movement Counts (Including Classification)	Average Daily Traffic Volumes (7 Day)		Travel Time Runs (Before)	Travel Time Runs (After)	Fee
						AM / Mid / PM / Off	NB	SB	AM / Mid / PM / Off	AM / Mid / PM / Off	
				Unit	Hour	Hour	Stations	Stations	Hour	Hour	
				Rate	$75	$75	$640	$640	$120	$120	
1	Loop 20 (EB Frontage)	McPherson Rd	1			8					$600
2	Loop 20 (WB Frontage)	McPherson Rd	1			8					$600
3	McPherson Rd	San Isidro Pkwy	1			8					$600
4	McPherson Rd	Tiara Trail	1			8					$600
5	McPherson Rd	Shiloh Dr	1			8					$600
6	McPherson Rd	United HS	1			8					$600
7	McPherson Rd	International Blvd	1			8					$600
8	McPherson Rd	Country Club Dr	1			8					$600
9	McPherson Rd	Del Mar Blvd	2			8					$1,200
10	McPherson Rd	Fenwick Dr / University Blvd	1			8					$600
11	McPherson Rd	Jacaman Rd	1			8					$600
12	McPherson Rd	Calle Del Norte Dr	1			8					$600
13	McPherson Rd	Gale St	1			8					$600
14	McPherson Rd	Hillside Rd	1			8					$600
15	McPherson Rd	Calton Rd	2			8					$1,200
16	McPherson Rd	Taylor St	1			8					$600
17	McPherson Rd	Bustamante St	1			8					$600
	McPherson Rd	(Corridor Wide)			12		2	2			$3,460
		Totals			12	120	2	2	0	0	**$13,660**

Sub-Provider: A.C. Group, LLC

State Highway 359

ID	MAJOR STREET	MINOR STREET	Surveyors		Traffic Data Supervisor	Turning Movement Counts (Including Classification)	Average Daily Traffic Volumes (7 Day)		Travel Time Runs (Before)	Travel Time Runs (After)	Fee
						AM / Mid / PM / Off	EB	WB	AM / Mid / PM / Off	AM / Mid / PM / Off	
				Unit	Hour	Hour	Stations	Stations	Hour	Hour	
				Rate	$75	$75	$640	$640	$120	$120	
1	State Highway 359	Boomtown St	1			8					$600
2	Loop 20	State Highway 359	2			8					$1,200
3	State Highway 359	Cuatro Vientos Rd	1			8					$600
4	State Highway 359	Concord Hills Blvd	1			8					$600
5	State Highway 359	Las Misiones Blvd	1			8					$600
6	State Highway 359	G Ranch Rd	1			8					$600
	State Highway 359	(Corridor Wide)			12		2	2			$3,460
		Totals			12	48	2	2	0	0	$7,660

Sub-Provider: A.C. Group, LLC

Business IH 35 (San Bernardo Ave)

ID	MAJOR STREET	MINOR STREET	Surveyors		Traffic Data Supervisor	Turning Movement Counts (Including Classification)	Average Daily Traffic Volumes (7 Day)		Travel Time Runs (Before)	Travel Time Runs (After)	Fee
						AM / Mid / PM / Off	NB	SB	AM / Mid / PM / Off	AM / Mid / PM / Off	
				Unit	Hour	Hour	Stations	Stations	Hour	Hour	
				Rate	$75	$75	$640	$640	$120	$120	
1	Business IH 35	Gateway Center Driveway	1			8					$600
2	Business IH 35	Chicago St	1			8					$600
3	Business IH 35	Lafayette St	1			8					$600
4	Business IH 35	Jefferson St	1			8					$600
5	Business IH 35	Park St	1			8					$600
6	Business IH 35	Sanchez St	1			8					$600
7	Business IH 35	Scott	1			8					$600
	Business IH 35	(Corridor Wide)			12		2	2			$3,460
Totals					12	56	2	2	0	0	$7,660

Sub-Provider: A.C. Group, LLC

IH 35 Frontage Roads

ID	MAJOR STREET	MINOR STREET	Surveyors		Traffic Data Supervisor	Turning Movement Counts (Including Classification)	Average Daily Traffic Volumes (7 Day)		Travel Time Runs (Before)	Travel Time Runs (After)	Fee
						AM / Mid / PM / Off	NB	SB	AM / Mid / PM / Off	AM / Mid / PM / Off	
				Unit	Hour	Hour	Stations	Stations	Hour	Hour	
				Rate	$75	$75	$640	$640	$120	$120	
1	IH 35 (NB Frontage Road)	Chicago St	1			8					$600
2	IH 35 (SB Frontage Road)	Chicago St	1			8					$600
3	IH 35 (NB Frontage Road)	US Hwy 59 (Saunders St)	1			8					$600
4	IH 35 (SB Frontage Road)	US Hwy 59 (Saunders St)	1			8					$600
5	IH 35 (NB Frontage Road)	Jefferson St	1			8					$600
6	IH 35 (SB Frontage Road)	Jefferson St	1			8					$600
7	IH 35 (NB Frontage Road)	Park St	1			8					$600
8	IH 35 (SB Frontage Road)	Park St	1			8					$600
9	IH 35 (NB Frontage Road)	Sanchez St	1			8					$600
10	IH 35 (SB Frontage Road)	Sanchez St	1			8					$600
11	IH 35 (NB Frontage Road)	Scott St	1			8					$600
12	IH 35 (SB Frontage Road)	Scott St	1			8					$600
	Interstate Highway 35	(Corridor Wide)			12		3	3			$4,740
		Totals			12	96	3	3	0	0	**$11,940**

Item No.	Sub-Provider: L.N.V. Inc.	Corridors	Intersections	Sr. Proj. Mgr. 1	Senior Eng. 1	Engineer IV	Enginner III	Engineer II	Enginner I	Cadd Technician	2 Man Crew	Clerical	Total Task Hours	Cost
		5	106	$225.00	$195.00	$145.00	$135.00	$120.00	$110.00	$115.00	$195.00	$70.00		
	TASK	HOURS												TOTAL
1	**Project Management**													
	Owner Meetings (3)			6		6							12	$2,220
	Internal Team Meetings				12							4	16	$2,620
	Stakeholder Coordination			4	4							1	9	$1,750
2	**Data Collection/Field Support**													
	Initial Data Collection Run with Team			5		5					5		15	$2,825
	Sketches and Photo Log			1	8				40	8	60	40	157	$21,605
	Travel-Time Run Pre (2 hrs/ Corridor) x (# of Timing Plans) Mines Rd = 2hrs x 6 timing plans = 12 hrs All other corridors = 6 corridors x 2hr x 4 timing plans = 48hrs Total for Travel time runs = 60 hours for 2 Man Crew			1	8	8				4	68		89	$16,665
	Travel-Time Runs Post (2 hrs/timing plan) (2 hrs/ Corridor) x # of Timing Plans Mines Rd = 2hrs x 6 timing plans = 12 hrs All other corridors = 8 corridors x 2hr x 4 timing plans = 48hrs Total for Travel time runs = 60 hours for 2 Man Crew			1	8	8				4	68		89	$16,665
3	**Exhibits/Deliverables**													
	Report Support			1	4							4	9	$1,285
	Subtotal	0	0	19	44	27				16	201	49	396	$65,635
	TOTAL													**$65,635**

Number of Corridors = 7
Number of Signals = 80

Lockwood, Andrews & Newnam, Inc.

TASK DESCRIPTION	Project Manager	Senior Engineer	Design Engineer	Engineer-In-Training	Designer	Admin/ Clerical	Labor Hours	Labor Cost
Traffic Signal Timing Plans								
1. FM 1472 (Mines Road) - up to 6 Plans								**$27,385.00**
Develop Synchro Base Model - 5 of 13 Signals		20		20			40	$5,500.00
Develop AM Timing Plan (T - Th)		12		16			28	$3,720.00
Develop Noon Timing Plan (T - Th)		4		16			20	$2,360.00
Develop PM Timing Plan (T - Th)		12		16			28	$3,720.00
Develop Off-Peak Timing Plan		4		16			20	$2,360.00
Develop Monday Timing Plan (for one different peak hour per 7-day count)		8		16			24	$3,040.00
Develop Friday Timing Plan (for one different peak hour per 7-day count)		8		16			24	$3,040.00
QC & Submit Timing Plans to City & TxDOT for Review	1	6		8			15	$2,125.00
Update Timing Plans per Review		4		8			12	$1,520.00
2. US 83 - up to 4 Plans								**$29,365.00**
Develop Base Synchro Model - 19 Signals		40		40			80	$11,000.00
Develop AM Timing Plan		16		16			32	$4,400.00
Develop Noon Timing Plan		8		8			16	$2,200.00
Develop PM Timing Plan		16		16			32	$4,400.00
Develop Off-Peak Timing Plan		8		8			16	$2,200.00
QC & Submit Timing Plans to City & TxDOT for Review	1	6		8			15	$2,125.00
Update Timing Plans per Review		8		16			24	$3,040.00
6. BUSINESS 35 + 7, IH 35 (6 Diamond Signals) - up to 21 E-W plans								**$35,760.00**
Develop Base Synchro Model - 21 Signals		44		45			89	$12,205.00
Develop AM Timing Plan		21		21			42	$5,775.00
Develop Noon Timing Plan		8		16			24	$3,040.00
Develop PM Timing Plan		21		21			42	$5,775.00
Develop Off-Peak Timing Plan		8		16			24	$3,040.00
QC & Submit Timing Plans to City & TxDOT for Review	1	8		12			21	$2,885.00
Update Timing Plans per Review		8		16			24	$3,040.00
LABOR HOUR SUB-TOTALS	3	298	0	391	0	0	692	**$92,510.00**
CONTRACT RATE PER HOUR	$265.00	$170.00	$135.00	$105.00	$90.00	$70.00		
LABOR COSTS	$795.00	$50,660.00	$0.00	$41,055.00	$0.00	$0.00	$92,510.00	
% DISTRIBUTION OF STAFFING	0.4%	43.1%		56.5%				
Sub-Total Labor								**$92,510.00**

Lockwood, Andrews & Newnam, Inc.

TASK DESCRIPTION	Project Manager	Senior Engineer	Design Engineer	Engineer-In-Training	Designer	Admin/ Clerical	Labor Hours	Labor Cost
Signal Timing Implementation								
1. FM 1472 (Mines Road) - up to 6 Plans								**$18,440.00**
***Signal Implementation Support- 5 of 13 Signals**		24		24			48	$6,600.00
Observe AM Timing Plan (typical weekday)		2		4			6	$760.00
Observe Noon Timing Plan (typical weekday)		2		2			4	$550.00
Observe PM Timing Plan (typical weekday)		2		4			6	$760.00
Observe Off-Peak Timing Plan (typical weekday and includes Sat/Sun)		6		6			12	$1,650.00
Observe Monday Timing Plan (for one different peak hour plan based on 7-day count)		2		4			6	$760.00
Observe Friday Timing Plan (for one different peak hour plan based on 7-day count)		2		4			6	$760.00
Fine Tune Final Timing Plans		24		24			48	$6,600.00
2. US 83 - up to 4 Plans								**$17,500.00**
*Signal Implementation Support - 19 Signals		16		24			40	$5,240.00
Observe AM Timing Plan (typical weekday)		2		4			6	$760.00
Observe Noon Timing Plan (typical weekday)		2		2			4	$550.00
Observe PM Timing Plan (typical weekday)		2		4			6	$760.00
Observe Off-Peak Timing Plan (typical weekday)		2		2			4	$550.00
Fine Tune Final Timing Plans		32		40			72	$9,640.00
6. BUSINESS 35 + 7, IH 35 - 6 Diamond Signals (up to 21 E-W plans)								**$26,400.00**
*Signal Implementation Support - 21 Signals		36		36			72	$9,900.00
Observe AM Timing Plan (typical weekday)		8		8			16	$2,200.00
Observe Noon Timing Plan (typical weekday)		4		4			8	$1,100.00
Observe PM Timing Plan (typical weekday)		8		8			16	$2,200.00
Observe Off-Peak Timing Plan (typical weekday)		4		4			8	$1,100.00
Fine Tune Final Timing Plans		36		36			72	$9,900.00
LABOR HOUR SUB-TOTALS	0	216	0	244	0	0	460	
CONTRACT RATE PER HOUR	$265.00	$170.00	$135.00	$105.00	$90.00	$70.00		
LABOR COSTS	$0.00	$36,720.00	$0.00	$25,620.00	$0.00	$0.00	$62,340.00	**$62,340.00**
% DISTRIBUTION OF STAFFING		47.0%		53.0%				
Sub-Total Labor								

* Implemenation Support includes QC of City database timing inputs, travel time to Laredo, and fine tune preparation

TASK DESCRIPTION	Project Manager	Senior Engineer	Design Engineer	Engineer-In-Training	Designer	Admin/ Clerical	Labor Hours	Labor Cost
Traffic Report & Presentations								
1. FM 1472 (Mines Road) - up to 6 Plans								
Compile Synchro analysis, T-S diagrams, Condition/Inventory logs, Travel Run Results		4		16			20	$2,360.00
Develop/Compile LOS improvement recommendations	4	12		12			28	$4,360.00
2. US 83 - up to 4 Plans								
Compile Synchro analysis, T-S diagrams, Condition/Inventory logs, Travel Run Results		8		24			32	$3,880.00
6. BUSINESS 35 + 7. IH 35 - 7 Diamond Signals (up to 21 E-W plans								
Compile Synchro analysis, T-S diagrams, Condition/Inventory logs, Travel Run Results		12		32			44	$5,400.00
MPO & City Council Presentations - 1 Presentation at each Meeting on One Day								
Preparation of Powerpoint Slides (Entire Project)	12	12		16	2		42	$7,080.00
WebEx to Discuss Slides/Presentation at MPO & at City Council	2	2		2			6	$1,080.00
Update Slides	4	4		8	2		18	$2,760.00
Present to MPO & to City Council	8	8					16	$3,480.00
Deliverables								
Final Traffic Report	4	32		32	2	3	73	$10,250.00
LABOR HOUR SUB-TOTALS	34	94	0	142	6	3	279	
CONTRACT RATE PER HOUR	$265.00	$170.00	$135.00	$105.00	$90.00	$70.00		
LABOR COSTS	$9,010.00	$15,980.00	$0.00	$14,910.00	$540.00	$210.00	**$40,650.00**	
% DISTRIBUTION OF STAFFING	12.2%	33.7%		50.9%	2.2%	1.1%		
Sub-Total Labor								

TASK DESCRIPTION	Project Manager	Senior Engineer	Design Engineer	Engineer-In-Training	Admin/ Clerical	Labor Hours	Labor Cost
Project Management							
Prepare for & Attend Kick-Off Meeting (includes travel time)	10	10		10		30	$5,400.00
Onsite Corridor Review	4	24		24		52	$7,660.00
Prepare Monthly Written Progress Reports	10					10	$2,650.00
Develop a Project Schedule	4					4	$1,060.00
Prepare sub-consultant agreements and sub-consultant work authorizations.	2				5	7	$880.00
Conduct bi-weekly Web-Ex progress meetings with sub-consultants and provide direction.	12	12		12		36	$6,480.00
Prepare & Submit Invoices	10				20	30	$4,050.00
Perform Quality Control Reviews of Signal Timing Plans (Corridors by sub-consultants)		36				36	$6,120.00
Coordination with City of Laredo and with TxDOT	8	8				16	$3,480.00
LABOR HOUR SUB-TOTALS	60	90	0	46	25	221	$37,780.00
CONTRACT RATE PER HOUR	$265.00	$170.00	$135.00	$105.00	$70.00		
LABOR COSTS	$15,900.00	$15,300.00	$0.00	$4,830.00	$1,750.00		
% DISTRIBUTION OF STAFFING	27.1%	40.7%		20.8%	11.3%		
Trips	**Number of Hotel Nights in Laredo**						
Kick-off Meeting, Mines Road Review, Pre-Travel Times, Photos, etc.	2	2		2			
FM 1472 Implementation		7		7			
US 83 Implementation		4		4			
Bus. 35 & IH 35 Implementation		4		4			
MPO & City Council Meetings	1	1					
Sub-Total:	3	18	0	17	0	38	

Direct Expenses				
Type	**Unit**	**Unit Cost**	**Quantity**	**Total**
Photocopies B/W (8 1/2" X 11")	each	$0.10	1,000	$100.00
Photocopies Color (8 1/2" X 11")	each	$0.20	500	$100.00
Photocopies Color (11" X 17")	each	$1.00	100	$100.00
Report Binding and Tabbing	each	$15.00	15	$225.00
Mileage	Mile	$0.545	1,640	$893.80
Lodging/Hotel (Taxes/fees not included)	day/person	$93.00	38	$3,534.00
Lodging/Hotel - Taxes and Fees	day/person	$40.00	38	$1,520.00
Rental Car (Includes taxes, fees & gas)	day	$100.00	38	$3,800.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	$600.00	8	$4,800.00
Parking	day	$22.00	38	$836.00
Meals (Excluding alcohol & tips)	day/person	$51.00	38	$1,938.00
Total Direct Expenses (FC 145)				**$17,846.80**

Total Fee (Lockwood, Andrews, & Newnam, Inc.)	**$55,626.80**

Lee Engineering Summary Costs

	Intersections	Personnel Cost	Direct Cost	Timing Cost	PM Cost	TOTAL COST
Mines Rd (FM 1472)	8	$52,835	$4,312	$57,147	$3,077.30	$60,224
Loop 20	6	$28,555	$1,997	$30,552	$2,307.97	$32,860
MacPherson	17	$52,660	$3,494	$56,154	$6,539.26	$62,693
SH 359	6	$28,555	$1,997	$30,552	$2,307.97	$32,860
	37		$11,800		$14,233	$188,638

	Intersections	Personnel Cost	Direct Cost	Timing Cost	PM Cost	TOTAL COST
Mines Rd (FM 1472)	8	$6,604	-	$7,143	-	$7,528
Loop 20	6	$4,759	-	$5,092	-	$5,477
MacPherson	17	$3,098	-	$3,303	-	$3,688
SH 359	6	$4,759	-	$5,092	-	$5,477
	37				Avg.:	$5,098

TASK BREAKDOWN EXHIBIT
Laredo
Overall Project

	Lee Engineering, LLC							
PERSONNEL COSTS								
Contract Rate:	Principal $240.00	Sr. Project Manager $205.00	Project Engineer $130.00	Sr. Engr Designer $115.00	Engr Designer $95.00	Admin / Clerical $50.00	Total Hours	Personnel Costs
A. Overall Project Coordination								
Kick-Off Meeting (includes travel time)		12					12	2,460.00
WebEx in-progress review meeting		9					9	1,845.00
Initial Field Observations (same trip as Kick-Off Meeting)		28					28	5,740.00
Documentation of phone/conference calls							0	0.00
Prepare and submit invoices		5				9	14	1,372.50
Subtotal - Project Coordination	0	54	0	0	0	9	63	11,417.50
SUBTOTAL - PERSONNEL COSTS	**0**	**54**	**0**	**0**	**0**	**9**	**63**	**11,417.50**
DIRECT COSTS	Unit	Contract Rate					Est. Quant.	Cost
Communications								
Postage		At Cost						$0.00
Courier Services	Each	$50.00						$0.00
Telephone/FAX		At Cost						$0.00
Travel Expenses								
Parking	Day	$22.000					8	$176.00
Airfare	Trip	$600.00					1	$600.00
Rental Cars (includes gas)	Day	$100.00					7	$700.00
Lodging (excludes taxes and fees)	Night	$93.00					7	$651.00
Lodging Hotel Taxes and Fees	Night	$40.00					7	$280.00
Meals	Day	$51.00					8	$408.00
Reproduction								
Final Synchro Files on CD	Each	$2.50						$0.00
Photocopies - B/W - (8½" x 11") or (11" x 17")	Each	$0.10						$0.00
Photocopies - Color - (8½" x 11") or (11" x 17")	Each	$0.20						$0.00
Reproduction (Out-sourced Only)		At Cost						$0.00
SUBTOTAL - DIRECT COSTS								**$2,815.00**
TOTAL COST								**$14,232.50**

TASK BREAKDOWN EXHIBIT
Laredo
Mines Rd / FM 1472 (8 Intersections)

	Lee Engineering, LLC									
PERSONNEL COSTS	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engr Designer	Admin / Clerical	Total Hours	Personnel Costs
Contract Rate:	$240.00	$205.00	$170.00	$145.00	$130.00	$115.00	$95.00	$50.00		
A. Overall Project Coordination										
Kick-Off Meeting (includes travel time)									0	0.00
WebEx in-progress review meeting									0	0.00
Initial Field Observations (same trip as Kick-Off Meeting)									0	0.00
Documentation of phone/conference calls									0	0.00
Prepare and submit invoices									0	0.00
Subtototal - Project Coordination	0	0	0	0	0	0	0	0	0	0.00
B. Data Collection										
Site Inspections										
Photographs (2 / approach + Inside of controller)									0	0.00
Travel Time (Part of Overall Project Coordination)									0	0.00
Initial In-Field Observations									0	0.00
Review Data Collection										
7-Day Volumes		1					4		5	585.00
TMC Volumes		1					8		9	965.00
Review Travel Time Runs										
Before - 5 runs on AM, Midday, PM & Saturday (+2)		1					12		13	1,345.00
After - 5 runs on AM, Midday, PM & Saturday (+2)		1					12		13	1,345.00
									0	0.00
Subtototal - Data Collection	0	4	0	0	0	0	36	0	40	4,240.00
C. Timing Plan Generation										
Review Existing Timings (8 ints x 6 plans)		1			12		12		25	2,905.00
Existing Intersection Capacity Analysis (8 ints x 6 plans)		2			12		12		26	3,110.00
Determine Need for Signal Coordination		2			8				10	1,450.00
Review / Update Clearance and Pedestrian Intervals	1	2			4		4		11	1,550.00
Cycle Length Optimization	1	2			10		10		23	2,900.00
Develop Timing Plans (6 plans)	2	6			12		12		32	4,410.00
									0	0.00
Subtototal - Timing Plan Generation	4	15	0	0	58	0	50	0	127	16,325.00
D. Preliminary Report										
Preliminary Report									0	0.00
									0	0.00
Subtototal - Preliminary Report	0	0	0	0	0	0	0	0	0	0.00
E. In-Field Implementation and Final Tuning										
Travel Time		10			10				20	3,350.00
Fine-Tuning Prep / Implementation Review*		8			8				16	2,680.00
Fine-Tuning (Weekday AM, Midday, PM + Saturday) (+2)		68			60				128	21,740.00
Fine-Tuning Documentation		2			4				6	930.00
									0	0.00
Subtototal - In-Field Implementation and Final Tuning	0	88	0	0	82	0	0	0	170	28,700.00

TASK BREAKDOWN EXHIBIT
Laredo
Mines Rd / FM 1472 (8 Intersections)

	Lee Engineering, LLC									
PERSONNEL COSTS	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engr Designer	Admin / Clerical	Total Hours	Personnel Costs
Contract Rate:	$240.00	$205.00	$170.00	$145.00	$130.00	$115.00	$95.00	$50.00		
F. Deliverables										
Synchro Analysis		2			6				8	1,190.00
Time-Space Diagrams		2			6				8	1,190.00
Recommended Improvements		2			6				8	1,190.00
									0	0.00
Subtotal - Deliverables	0	6	0	0	18	0	0	0	24	3,570.00
SUBTOTAL - PERSONNEL COSTS	**4**	**113**	**0**	**0**	**158**	**0**	**86**	**0**	**361**	**52,835.00**
DIRECT COSTS	Unit	Contract Rate							Est. Quant.	Cost
Communications										
Postage		At Cost								$0.00
Courier Services	Each	$50.00								$0.00
Telephone/FAX		At Cost								$0.00
Travel Expenses										
Parking	Day	$22.000							13	$286.00
Airfare	Trip	$600.00							2	$1,200.00
Rental Cars (includes gas)	Day	$100.00							7	$700.00
Lodging (excludes taxes and fees)	Night	$93.00							11	$1,023.00
Lodging Hotel Taxes and Fees	Night	$40.00							11	$440.00
Meals	Day	$51.00							13	$663.00
Reproduction										
Final Synchro Files on CD	Each	$2.50								$0.00
Photocopies - B/W - (8½" x 11") or (11" x 17")	Each	$0.10								$0.00
Photocopies - Color - (8½" x 11") or (11" x 17")	Each	$0.20								$0.00
Reproduction (Out-sourced Only)		At Cost								$0.00
SUBTOTAL - DIRECT COSTS										**$4,312.00**
SUBCONSULTANTS										
Traffic Counting										
SUBTOTAL SUBCONTRACT COST										**$0.00**
TOTAL COST (Mines Rd = 8-intersection System)										**$57,147.00**

TASK BREAKDOWN EXHIBIT
Laredo
Loop 20 (6 Intersections)

	Lee Engineering, LLC									
PERSONNEL COSTS	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engr Designer	Admin / Clerical	Total Hours	Personnel Costs
Contract Rate:	$240.00	$205.00	$170.00	$145.00	$130.00	$115.00	$95.00	$50.00		
A. Overall Project Coordination										
Kick-Off Meeting (includes travel time)									0	0.00
WebEx in-progress review meeting									0	0.00
Initial Field Observations (same trip as Kick-Off Meeting)									0	0.00
Documentation of phone/conference calls									0	0.00
Prepare and submit invoices									0	0.00
Subtotal - Project Coordination	0	0	0	0	0	0	0	0	0	0.00
B. Data Collection										
Site Inspections										
Photographs (2 / approach + Inside of controller)									0	0.00
Travel Time (Part of Overall Project Coordination)									0	0.00
Initial In-Field Observations									0	0.00
Review Data Collection										
7-Day Volumes		1					4		5	585.00
TMC Volumes		1					6		7	775.00
Review Travel Time Runs										
Before - 5 runs on AM, Midday & PM		1					6		7	775.00
After - 5 runs on AM, Midday & PM		1					6		7	775.00
									0	0.00
Subtotal - Data Collection	0	4	0	0	0	0	22	0	26	2,910.00
C. Timing Plan Generation										
Review Existing Timings (6 ints x 3 plans)		1			6		6		13	1,555.00
Existing Intersection Capacity Analysis (6 ints x 3 plans)		2			6		6		14	1,760.00
Determine Need for Signal Coordination		2			6				8	1,190.00
Review / Update Clearance and Pedestrian Intervals	1	2			4		4		11	1,550.00
Cycle Length Optimization	1	2			6		6		15	2,000.00
Develop Timing Plans	2	4			6		6		18	2,650.00
									0	0.00
Subtotal - Timing Plan Generation	4	13	0	0	34	0	28	0	79	10,705.00
D. Preliminary Report										
Preliminary Report									0	0.00
									0	0.00
Subtotal - Preliminary Report	0	0	0	0	0	0	0	0	0	0.00
E. In-Field Implementation and Final Tuning										
Travel Time		10							10	2,050.00
Fine-Tuning Prep / Implementation Review*		6			6				12	2,010.00
Fine-Tuning (Weekday AM, Midday & PM)		40							40	8,200.00
Fine-Tuning Documentation		4							4	820.00
									0	0.00
Subtotal - In-Field Implementation and Final Tuning	0	60	0	0	6	0	0	0	66	13,080.00

TASK BREAKDOWN EXHIBIT
Laredo
Loop 20 (6 Intersections)

	Lee Engineering, LLC									
PERSONNEL COSTS	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engr Designer	Admin / Clerical	Total Hours	Personnel Costs
Contract Rate:	$240.00	$205.00	$170.00	$145.00	$130.00	$115.00	$95.00	$50.00		
F. Deliverables										
Synchro Analysis		2			4				6	930.00
Time-Space Diagrams		2			4				6	930.00
									0	0.00
Subtototal - Deliverables	0	4	0	0	8	0	0	0	12	1,860.00
SUBTOTAL - PERSONNEL COSTS	**4**	**81**	**0**	**0**	**48**	**0**	**50**	**0**	**183**	**28,555.00**
DIRECT COSTS	Unit	Contract Rate							Est. Quant.	Cost
Communications										
Postage		At Cost								$0.00
Courier Services	Each	$50.00								$0.00
Telephone/FAX		At Cost								$0.00
Travel Expenses										
Parking	Day	$22.000							5	$110.00
Airfare	Trip	$600.00							1	$600.00
Rental Cars (includes gas)	Day	$100.00							5	$500.00
Lodging (excludes taxes and fees)	Night	$93.00							4	$372.00
Lodging Hotel Taxes and Fees	Night	$40.00							4	$160.00
Meals	Day	$51.00							5	$255.00
Reproduction										
Final Synchro Files on CD	Each	$2.50								$0.00
Photocopies - B/W - (8½" x 11") or (11" x 17")	Each	$0.10								$0.00
Photocopies - Color - (8½" x 11") or (11" x 17")	Each	$0.20								$0.00
Reproduction (Out-sourced Only)		At Cost								$0.00
SUBTOTAL - DIRECT COSTS										**$1,997.00**
SUBCONSULTANTS										
Traffic Counting										
SUBTOTAL SUBCONTRACT COST										**$0.00**
TOTAL COST (Loop 20 = 6-intersection System)										**$30,552.00**

TASK BREAKDOWN EXHIBIT
Laredo
McPherson Road (17 Intersections)

Lee Engineering, LLC										
PERSONNEL COSTS	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engr Designer	Admin / Clerical	Total Hours	Personnel Costs
Contract Rate:	$240.00	$205.00	$170.00	$145.00	$130.00	$115.00	$95.00	$50.00		
A. Overall Project Coordination										
Kick-Off Meeting (includes travel time)									0	0.00
WebEx in-progress review meeting									0	0.00
Initial Field Observations (same trip as Kick-Off Meeting)									0	0.00
Documentation of phone/conference calls									0	0.00
Prepare and submit invoices									0	0.00
Subtotal - Project Coordination	0	0	0	0	0	0	0	0	0	0.00
B. Data Collection										
Site Inspections										
Photographs (2 / approach + Inside of controller)									0	0.00
Travel Time (Part of Overall Project Coordination)									0	0.00
Initial In-Field Observations									0	0.00
Review Data Collection										
7-Day Volumes		1					6		7	775.00
TMC Volumes		2					17		19	2,025.00
Review Travel Time Runs										
Before - 5 runs on AM, Midday & PM		1					8		9	965.00
After - 5 runs on AM, Midday & PM		1					8		9	965.00
									0	0.00
Subtotal - Data Collection	0	5	0	0	0	0	39	0	44	4,730.00
C. Timing Plan Generation										
Review Existing Timings (17 ints x 3 plans)		1			17		17		35	4,030.00
Existing Intersection Capacity Analysis (17 ints x 3 plans)		2			17		17		36	4,235.00
Determine Need for Signal Coordination		2			12				14	1,970.00
Review / Update Clearance and Pedestrian Intervals	1	2			9		9		21	2,675.00
Cycle Length Optimization	1	2			17		17		37	4,475.00
Develop Timing Plans	2	6			17		17		42	5,535.00
									0	0.00
Subtotal - Timing Plan Generation	4	15	0	0	89	0	77	0	185	22,920.00
D. Preliminary Report										
Preliminary Report									0	0.00
									0	0.00
Subtotal - Preliminary Report	0	0	0	0	0	0	0	0	0	0.00
E. In-Field Implementation and Final Tuning										
Travel Time		10			10				20	3,350.00
Fine-Tuning Prep / Implementation Review*		12			12				24	4,020.00
Fine-Tuning (Weekday AM, Midday & PM)		40			40				80	13,400.00
Fine-Tuning Documentation		4			8				12	1,860.00
									0	0.00
Subtotal - In-Field Implementation and Final Tuning	0	66	0	0	70	0	0	0	136	22,630.00

TASK BREAKDOWN EXHIBIT
Laredo
McPherson Road (17 Intersections)

	Lee Engineering, LLC									
PERSONNEL COSTS	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engr Designer	Admin / Clerical	Total Hours	Personnel Costs
Contract Rate:	$240.00	$205.00	$170.00	$145.00	$130.00	$115.00	$95.00	$50.00		
A. Overall Project Coordination										
F. Deliverables										
Synchro Analysis		2			6				8	1,190.00
Time-Space Diagrams		2			6				8	1,190.00
									0	0.00
Subtotal - Deliverables	0	4	0	0	12	0	0	0	16	2,380.00
SUBTOTAL - PERSONNEL COSTS	**4**	**90**	**0**	**0**	**171**	**0**	**116**	**0**	**381**	**52,660.00**
DIRECT COSTS	Unit	Contract Rate							Est. Quant.	Cost
Communications										
Postage		At Cost								$0.00
Courier Services	Each	$50.00								$0.00
Telephone/FAX		At Cost								$0.00
Travel Expenses										
Parking	Day	$22.000							10	$220.00
Airfare	Trip	$600.00							2	$1,200.00
Rental Cars (includes gas)	Day	$100.00							5	$500.00
Lodging (excludes taxes and fees)	Night	$93.00							8	$744.00
Lodging Hotel Taxes and Fees	Night	$40.00							8	$320.00
Meals	Day	$51.00							10	$510.00
Reproduction										
Final Synchro Files on CD	Each	$2.50								$0.00
Photocopies - B/W - (8½" x 11") or (11" x 17")	Each	$0.10								$0.00
Photocopies - Color - (8½" x 11") or (11" x 17")	Each	$0.20								$0.00
Reproduction (Out-sourced Only)		At Cost								$0.00
SUBTOTAL - DIRECT COSTS										**$3,494.00**
SUBCONSULTANTS										
Traffic Counting										
SUBTOTAL SUBCONTRACT COST										**$0.00**
TOTAL COST (MacPherson = 17-intersection System)										**$56,154.00**

TASK BREAKDOWN EXHIBIT
Laredo
SH 359 (6 Intersections)

Lee Engineering, LLC

PERSONNEL COSTS Contract Rate:	Principal $240.00	Sr. Project Manager $205.00	Project Manager $170.00	Senior Engineer $145.00	Project Engineer $130.00	Sr. Engr Designer $115.00	Engr Designer $95.00	Admin / Clerical $50.00	Total Hours	Personnel Costs
A. Overall Project Coordination										
Kick-Off Meeting (includes travel time)									0	0.00
WebEx in-progress review meeting									0	0.00
Initial Field Observations (same trip as Kick-Off Meeting)									0	0.00
Documentation of phone/conference calls									0	0.00
Prepare and submit invoices									0	0.00
Subtototal - Project Coordination	0	0	0	0	0	0	0	0	0	0.00
B. Data Collection										
Site Inspections										
Photographs (2 / approach + Inside of controller)									0	0.00
Travel Time (Part of Overall Project Coordination)									0	0.00
Initial In-Field Observations									0	0.00
Review Data Collection										
7-Day Volumes		1					4		5	585.00
TMC Volumes		1					6		7	775.00
Review Travel Time Runs										
Before - 5 runs on AM, Midday & PM		1					6		7	775.00
After - 5 runs on AM, Midday & PM		1					6		7	775.00
									0	0.00
Subtototal - Data Collection	0	4	0	0	0	0	22	0	26	2,910.00
C. Timing Plan Generation										
Review Existing Timings (6 ints x 3 plans)		1			6		6		13	1,555.00
Existing Intersection Capacity Analysis (6 ints x 3 plans)		2			6		6		14	1,760.00
Determine Need for Signal Coordination		2			6				8	1,190.00
Review / Update Clearance and Pedestrian Intervals	1	2			4		4		11	1,550.00
Cycle Length Optimization	1	2			6		6		15	2,000.00
Develop Timing Plans	2	4			6		6		18	2,650.00
									0	0.00
Subtototal - Timing Plan Generation	4	13	0	0	34	0	28	0	79	10,705.00
D. Preliminary Report										
Preliminary Report									0	0.00
									0	0.00
Subtototal - Preliminary Report	0	0	0	0	0	0	0	0	0	0.00
E. In-Field Implementation and Final Tuning										
Travel Time		10							10	2,050.00
Fine-Tuning Prep / Implementation Review*		6			6				12	2,010.00
Fine-Tuning (Weekday AM, Midday & PM)		40							40	8,200.00
Fine-Tuning Documentation		4							4	820.00
									0	0.00
Subtototal - In-Field Implementation and Final Tuning	0	60	0	0	6	0	0	0	66	13,080.00

TASK BREAKDOWN EXHIBIT
Laredo
SH 359 (6 Intersections)

	Lee Engineering, LLC									
PERSONNEL COSTS		Sr. Project	Project	Senior	Project	Sr. Engr	Engr	Admin /		
	Principal	Manager	Manager	Engineer	Engineer	Designer	Designer	Clerical	Total	Personnel
Contract Rate:	$240.00	$205.00	$170.00	$145.00	$130.00	$115.00	$95.00	$50.00	Hours	Costs
F. Deliverables										
Synchro Analysis		2			4				6	930.00
Time-Space Diagrams		2			4				6	930.00
									0	0.00
Subtotal - Deliverables	0	4	0	0	8	0	0	0	12	1,860.00
SUBTOTAL - PERSONNEL COSTS	**4**	**81**	**0**	**0**	**48**	**0**	**50**	**0**	**183**	**28,555.00**
DIRECT COSTS	Unit	Contract Rate							Est. Quant.	Cost
Communications										
Postage		At Cost								$0.00
Courier Services	Each	$50.00								$0.00
Telephone/FAX		At Cost								$0.00
Travel Expenses										
Parking	Day	$22.000							5	$110.00
Airfare	Trip	$600.00							1	$600.00
Rental Cars (includes gas)	Day	$100.00							5	$500.00
Lodging (excludes taxes and fees)	Night	$93.00							4	$372.00
Lodging Hotel Taxes and Fees	Night	$40.00							4	$160.00
Meals	Day	$51.00							5	$255.00
Reproduction										
Final Synchro Files on CD	Each	$2.50								$0.00
Photocopies - B/W - (8½" x 11") or (11" x 17")	Each	$0.10								$0.00
Photocopies - Color - (8½" x 11") or (11" x 17")	Each	$0.20								$0.00
Reproduction (Out-sourced Only)		At Cost								$0.00
SUBTOTAL - DIRECT COSTS										**$1,997.00**
SUBCONSULTANTS										
Traffic Counting										
SUBTOTAL SUBCONTRACT COST										**$0.00**
TOTAL COST (SH 359 = 6-intersection System)										**$30,552.00**

Staff Report 61.

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Rosario Cabello, Co-Interim City Manager
Staff Source: Jose F. Castillo, Acting Finance Director.

SUBJECT

Presentation of the Fiscal Year 2017-2018 Comprehensive Annual Financial Report (CAFR) prepared by the City of Laredo's Financial Services Department and audited by the Independent Audit Firm of Canales, Garza, and Baum, P.L.L.C.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Article VI, Section 6.11 of the City Charter requires that an annual audit of all funds of the City be conducted by an independent certified public accounting firm.

The Comprehensive Annual Financial Report (CAFR) consists of four parts:
(1) The Introductory Section includes the transmittal letter and a management and discussion analysis, which highlights significant aspects of financial operations during the year and particular financial issues faced by the City, an organization chart, and a list of principal City officials.
(2) The Financial Section includes the independent auditor's report, basic financial statements, and related notes, and supplemental financial data.
(3) The Statistical Section includes several exhibits and tables of un-audited data depicting the financial history of the City as well as demographic and other miscellaneous statistics.
(4) The Single Audit Section and the U.S. Office of Management and Budget Circular A-133, Audit of State and Local Government and Non-Profit Organizations. This section includes the Reports on Compliance on Internal Controls over Financial Reporting and a Report on Compliance with Requirements Applicable to each Major Program and a Schedule of Expenditures of Federal and State Awards.

The City will forward its Comprehensive Annual Financial Report to the Government Officers' Association for grading towards a twenty-ninth Certificate of Achievement of Excellence in Financial Reporting.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends the acceptance of the FY 2017-2018 Comprehensive Annual Financial Report.

Fiscal Impact

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

Staff Report 62.

City Council-Regular

Meeting Date: 03/18/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Rosa E. Salinas, Acting Human Resources Director; Claudio Treviño Jr., Police Chief; Claudia Y. Poblano, Risk Manager

SUBJECT

Discussion with possible action to consider a seventh request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Patrol Officer Alfredo Rodriguez. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of February 22, 2019 pay period: 421 days.

PREVIOUS COUNCIL ACTION

First request for an extension (36 work days from April 6, 2018 to May 25, 2018) granted by City Council on April 02, 2018.
Second request for an extension (40 work days from May 28, 2018 to July 20, 2018) granted by City Council on June 04, 2018.
Third request for an extension (35 work days from July 23, 2018 to September 7, 2018) granted by City Council on July 16, 2018. Patrol Officer Alfredo Rodriguez only used 11 days and 3.5 hours of this extension.
Fourth request for an extension (20 work days from November 12, 2018 to December 7, 2018) granted by City Council on November 19, 2018.
Fifth request for an extension (35 work days from December 10, 2018 to January 25, 2019) granted by City Council on December 3, 2018.
Sixth request for an extension (20 working days from January 28, 2019 to February 22, 2019) granted by City Council on January 22, 2019.

BACKGROUND

Patrol Officer Alfredo Rodriguez suffered a work related injury on April 6, 2017.
April 5, 2018 - 260th Day

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

30 working days from February 25, 2019 to April 5, 2019. Work days recommended may be subject to minor variations depending on medical assessment and/or employee work schedule.

Staff Report 63.

City Council-Regular

Meeting Date: 03/18/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Rosa E. Salinas, Acting Human Resources Director; Claudio Treviño Jr., Police Chief; Claudia Y. Poblano, Risk Manager

SUBJECT

Discussion with possible action to consider a fourth request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Patrol Officer Agapito Perez. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of February 22, 2019 pay period: 331 days.

VENDOR INFORMATION FOR COMMITTEE AGENDA

PREVIOUS COUNCIL ACTION

First request for an extension (20 work days from November 12, 2018 to December 07, 2018) granted by City Council on November 5, 2018.
Second request for an extension (35 work days from December 10, 2018 to January 25, 2019) granted by City Council on December 3, 2018. Employee only used 31 days.
Third request for an extension (40 work days from January 28, 2019 to March 22, 2019) granted by City Council on February 4, 2019.

BACKGROUND

Patrol Officer Agapito Perez suffered a work related injury on June 02, 2017.
November 09, 2018 - 260th Day

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends 35 working days from March 25, 2019 to May 10, 2019. Work days recommended may be subject to minor variations depending on medical assessment and/or employee work schedule.

City Council-Regular

Meeting Date: 03/18/2019

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Rosa E. Salinas, Acting Human Resources Director; Claudio Treviño Jr., Police Chief; Claudia Y. Poblano, Risk Manager

SUBJECT

Discussion with possible action to consider a fifth request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Police Captain Guadalupe A. Ortiz. Police Chief, Risk Manager, and Legal department recommend extension. Total number of days out as of February 22, 2019 pay period: 377 days.

PREVIOUS COUNCIL ACTION

First request for an extension (30 work days from April 16, 2018 to May 25, 2018) granted by City Council on April 2, 2018. Second request for an extension (40 work days from May 28, 2018 to July 20, 2018) granted by City Council on June 4, 2018. Third request for an extension (35 work days from July 23, 2018 to September 7, 2018) granted by City Council on July 16, 2018. Employee only used 15 days. Fourth request for an extension (52 work days from January 10, 2019 to March 22, 2019) granted by City Council on February 4, 2019.

BACKGROUND

Police Captain Guadalupe A. Ortiz suffered a work related injury on October 7, 2016. April 13, 2018 - 260th Day

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends 35 working days from March 25, 2019 to May 10, 2019. Work days recommended may be subject to minor variations depending on medical assessment and/or employee work schedule.

Staff Report 65.

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Robert A. Eads, Co-Interim City Manager
Initiated By: Gracie Briones

Staff Source: Graciela Briones, Parks and Leisure Assistant Director

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SUBJECT

Staff Report by Parks & Leisure and Recreation Services regarding unmarked graves section of City Cemetery.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On February 4, 2019, Council motioned to close cemetery roads as presented by staff to be able to create approximately 146 veteran burial spaces. Council directed staff to proceed with the state in securing the northeast corner of the cemetery for additional burial spaces and to report back to Council on column burial opportunities.

BACKGROUND

On February 4, 2019, Council motioned to close cemetery roads as presented by staff to be able to create approximately 146 veteran burial spaces. Council directed staff to proceed with the state in securing the northeast corner of the cemetery for additional burial spaces and to report back to Council on column burial opportunities.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

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

FINANCIAL IMPACT:

N/A

City Council-Regular
Meeting Date: 03/18/2019
Staff Source: Municipal Court Judge Jesus Dominguez

SUBJECT
Staff report by Municipal Court Judge Jesus Dominguez on status of court and proposed changes in operations, with possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA
None.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Judge Jesus Dominguez was recently elected as Municipal Court Judge.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommendation will be made during presentation.

Fiscal Impact

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

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Jose A. Valdez Jr., City Secretary
Initiated By: Jose Valdez Jr.

Staff Source: Jose Valdez Jr.

SUBJECT

Discussion with possible action to approve the renaming of the Bartlett Park to the Jovita Idar's El Progreso Park and any matters incident thereto.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Staff Report 68.

City Council-Regular
Meeting Date: 03/18/2019
Initiated By: Jose A. Valdez Jr., City Secretary
Initiated By: Jose A. Valdez Jr

Staff Source: Jose A. Valdez Jr.

SUBJECT

Discussion with possible action to approve the renaming of the Maryland Toddler Park to the Cynthia Collazo Toddler Park.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A