

CITY OF LAREDO CITY COUNCIL MEETING

A-2020-R-11

LIVE WEB LINK: <http://laredotx.swagit.com/live>

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

JULY 27, 2020

5:00 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 June 15, 2020, June 23, 2020, July 14, 2020.

Citizen comments

Citizens are required to fill out an online witness card no later than 5:15 p.m. and can be found at <https://forms.gle/3GcWeTgGvCeP3X36>. Comments are limited to three (3) minutes per speaker. 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. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Council Member George Altgelt of Henry Hereford to be reappointed to the Ethics Commission.

VII. PUBLIC HEARINGS

1. **Public Hearing** to amend Community Development 2019-2020 One Year Action Plan to include additional funding received from the U.S. Department of Housing and Urban Development (HUD) as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) which is intended to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic.

The City anticipates receiving \$2,264,939.00 in Community Development Block Grant - Coronavirus (CDBG-CV) funds, \$1,130,386.00 through the first allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds and \$2,552,555.00 through the second allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds for a total funding amount of \$5,947,880.00. The following projects are proposed and subject to City Council approval:

Community Development Block Grant - Coronavirus (CDBG-CV)		
1	COVID-19 Community Development Administration	\$314,939
2	COVID-19 Mortgage/Rental Assistance Program	\$550,000
3	COVID-19 Public Health Program	\$900,000
4	COVID-19 Quarantine Motel Voucher Program	\$500,000
	TOTAL	\$2,264,939

Emergency Solutions Grant – Coronavirus (ESG-CV)		First Allocation	Second Allocation
1	COVID-19 ESG Program Administration	\$100,386	\$250,500
2	COVID-19 Emergency Shelter - Shelter Operations	\$365,000	\$500,000
3	COVID-19 Emergency Shelter - Essential Services	\$ 30,000	\$250,000
4	COVID-19 Street Outreach	\$ 30,000	\$100,000
5	COVID-19 Rapid Rehousing (Rental assistance)	\$275,000	\$350,000
6	COVID-19 Homelessness Prevention (Rental assistance)	\$275,000	\$0
7	COVID-19 HMIS	\$ 55,000	\$100,000
8	COVID-19 COL- Homelessness Prevention (Rental assistance)		\$1,002,055
	TOTAL	\$1,130,386	\$2,552,555
ESG ALLOCATIONS TOTAL		\$3,682,941	

The City has also revised its Citizen Participation Plan in an effort to adapt to the new HUD guidelines regarding COVID-19 funds and expedite the process for funding availability in the case of a local/national emergency.

2. **Public Hearing and Introductory Ordinance** authorizing the City Manager to amend the Fiscal Year 2019-2020 Community Development Department's budget by increasing revenues and expenditures in the amount of \$5,947,880.00 in order to appropriate Community Development Block Grant - Coronavirus (CDBG-CV) and Emergency Solutions Grant - Coronavirus (ESG-CV1 and ESG-CV2) funds available from the U.S. Department of Housing and Urban Development (HUD) through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act):

The City anticipates receiving:

- \$2,264,939.00 in Community Development Block Grant - Coronavirus (CDBG-CV) funds
- \$1,130,386.00 through the 1st allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds and
- \$2,552,555.00 through the 2nd allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds

3. **Public Hearing and Introductory Ordinance** amending the City of Laredo Municipal Housing Fund FY2020 Annual Budget by increasing revenues and expenditures in the amount of \$250,000.00 and authorizing the City Manager to execute all necessary documents related to the Texas Veterans Commission's (TVC) Fund for Veterans' Assistance (FVA) Homes for Texas Heroes Grant (H4TXH). There is no match requirement. The program will provide for the home modification, of our Veteran community and their families that are home owners, within the City of Laredo area. The grant will provide up to \$15,000.00 per household based on a house assessment and incomes at or below 80% of the area median income as set annually by the U.S. Department of Housing and Urban Development (HUD).
4. **Public Hearing and Introductory Ordinance** authorizing the City Manager to accept and enter into a contract from the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA), amending the FY 2019-2020 budget by appropriating revenues and expenditures in the amount of \$150,000.00 and amending the FY 2019-2020 Full Time Equivalent (FTE), Position Listing by adding one (1) Health Educator II, R32 position for the City of Laredo Health Department (CLHD) Veterans Mental Health Project for the term period of July 1, 2020 through June 30, 2021.
5. **Public Hearing and Introductory Ordinance** amending the City of Laredo Municipal Housing Fund FY2020 Annual Budget by increasing revenues and expenditures in the amount of \$50,000.00 and authorizing the City Manager to execute all necessary documents related to the Texas Veterans Commission's (TVC) Fund for Veterans' Assistance (FVA) Financial Assistance Grant Program. There is no match fund requirement. The program will provide for a one-time utility payment, one-time mortgage or rental payment. Applicant must be a veteran and qualify at or below the 80% of the area median income as set annually by the U.S. Department of Housing and Urban Development (HUD) or be disabled.
6. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 3, 4, & 5, Block 1215, Eastern Division, located at 2111 & 2115 Chihuahua St., from R-O (Residential/Office District) to B-3 (Community Business District); providing for publication and effective date.

The Planning & Zoning Commission recommended approval of the zone change and staff

supports the application.

ZC-45-2020
District III

7. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 1345, Eastern Division, located at 2302 Rosario St., from R-O (Residential/Office District) to R-3 (Mixed Residential District); providing for publication and effective date.

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

ZC-46-2020
District III

8. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, International Commercial Plat, located at 1302 International Blvd., from B-1 (Limited Business District) to B-3 (Community Business District); providing for publication and effective date.

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

ZC-44-2020
District VI

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

9. Authorizing the City Manager to execute a lease agreement between City of Laredo, as LESSOR, and General Services Administration (GSA), as LESSEE, for approximately 1,533 square feet constituting office space occupied by the Transportation Security Administration (TSA) located at 5210 Bob Bullock Loop at the Laredo International Airport. The monthly rent shall be \$5,327.18 and will be adjusted annually according to changes in the Consumer Price Index (CPI). The term shall be for three (3) years commencing on November 18, 2020 and ending on November 17, 2023.
10. Authorizing the City Manager to execute an amendment to a lease agreement between the City of Laredo, as LESSOR, and Laredo Aero Center, Inc. dba Signature Flight Support, as LESSEE, to amend section 1.05 titled, TERM OF LEASEHOLD, by adding to the current lease end term of May 31, 2021 two options to extend the lease term until May 31, 2026 and until June 30, 2030; and to amend Section 1.06 RENTAL OBLIGATION AND MODE OF PAYMENT by adding adjustment of rental value based on appraised fair market value of the leased premises on anniversary date in 2021 and 2026; in support of the existing Fixed Based Operator license and match the license term ending date. All other terms and conditions remain unchanged and in effect.

11. An Ordinance of the City of Laredo, ordering and proclaiming a general city election to be held on Tuesday, November 3, 2020; designating polling places; providing for publication; and authorizing the city manager to enter into a contract with Webb County Elections Administrator for the purpose of conducting a joint election with the County of Webb, City of Rio Bravo, City of El Cenizo, Laredo College District, Laredo Independent School District, United Independent School District, and the Webb Consolidated Independent School District. Funding is available in the General Fund Election Division.
12. Establishing the City Council Audit and Accountability Committee and further clarifying the role and authority of the Internal Auditor.
13. Authorizing the City Manager to execute a lease agreement in the term of five (5) years to the ground lease agreement by and between the City of Laredo, a Municipal Corporation (Licensor), and new Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, (Licensee), with its principal place of business at AR1025 Lenox Park Boulevard, NE, 3rd floor, Atlanta, GA 30319. Site ID: 10007674, being a portion located at 1301 Farragut St., Laredo, Webb County, Texas, with the annual rental amount of \$22,150.00 and will increase 2.5% per annum hereinafter, in accordance with the terms as defined by the agreement and/or modified by subsequent amendments.

IX. FIRST AND FINAL READING OF ORDINANCE

14. **2020-O-084** Amending the General Fund to appropriate revenues and expenditures in the amount of \$14,743,135.00 awarded to the City under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) and administered by the Texas Division of Emergency Management. Funding would be used to protect the health and safety of the citizens of the City of Laredo and to mitigate the economic ramifications of COVID-19.
15. **2020-O-086** Authorizing the City Manager to amend the City of Laredo FY 2019-2020 Sports and Community Venue Fund by appropriating expenses through a draw down from its fund balance in the amount of \$660,000.00 for the TAMIU Tennis Courts Project. Funding is available in the Sports and Community Venue Fund.

X. FINAL READING OF ORDINANCES

16. **2020-O-072** Authorizing the City Manager to appropriate funds in the amount of \$9,988,345.00 awarded by FTA FY20 CARES ACT Grant TX-2020-100-00 by increasing revenues and expenditures for the FY 2020 Transit Budget. Funding is provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed by President Donald J. Trump on March 27, 2020. Funding will be dispensed at a 100 percent federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

17. **2020-O-073** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 5.9558 acres out of Porcion 35, Jose M. Diaz, Abstract 546, located at North of Bianka Lane, and West of Loop 20, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area Residential District); providing for publication and effective date.

ZC-41-2020
District I

18. **2020-O-074** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 21, 22, 23 and 24, Block 1, E.G. Business Park, Phase 2, located at 334, 338, 340 and 344 Veterans Blvd., from B-3 (Community Business District) to M-1 (Light Manufacturing District); providing for publication and effective date.

ZC-42-2020
District II

19. **2020-O-075** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 6, Riverside Subdivision, located at 317 Masterson Rd., from R-3 (Mixed Residential District) to B-1 (Limited Business District); providing for publication and effective date.

ZC-38-2020
District III

20. **2020-O-076** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for Signs Manufacturing at Lot 1, Block 6, Riverside Masterson Rd. Subdivision, located at 317 Masterson Rd; providing for publication and effective date.

ZC-39-2020
District III

21. **2020-O-077** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, & 3, Block 208 Eastern Division, located at 1602 South Meadow Avenue, from B-1 (Limited Business District) to B-3 (Community Business District); providing for publication and effective date.

ZC-34-2020
District III

22. **2020-O-078** Amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2012-O-084 and rezoning Lot 4, Block 666, Eastern Division, located at 1219 East Bustamante St., from R-3 (Mixed Residential District) to B-1 (Limited Business District); providing for publication and effective date.

ZC-43-2020
District IV

23. **2020-O-079** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 20, Block 1, The Loop Subdivision Phase 4, located at 6001 Vero Dr., from B-4 (Highway Commercial District) to R-1 (Single Family Residential District); providing for publication and effective date.

**ZC-36-2020
District V**

24. **2020-O-080** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, The Loop Subdivision Phase I, located at 6002 Alek Dr., from B-4 (Highway Commercial District) to R-1A Single Family Reduced Area Residential District); providing for publication and effective date.

**ZC-37-2020
District V**

25. **2020-O-081** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 51, Block 1, North Point Hills Subdivision, located at 249 North Point Dr., from R-O (Residential/Office District) to B-1 (Limited Business District); providing for publication and effective date.

**ZC-35-2020
District V**

26. **2020-O-082** Ordinance authorizing the City Manager to amend the City of Laredo FY 2019-2020 Parkland Acquisition and Park Improvement Fund Budget to appropriate revenues and expenditures in the amount of \$312,492.00. Revenues are from park improvement fees and/or cash payment in lieu of land paid by the developers of Shiloh Highland, Antler Crossing, Stamford Height, Village South, The Loop, San Isidro Northeast, San Miguel at Plantation and Hidden Heaven subdivisions. The expenditures will be utilized as per Ordinance 2008-O-058 Section 24.56.2.E and amended Ordinance 2019-O-036 Section 24.56.2.C for park improvements.

27. **2020-O-085** An Ordinance of the City of Laredo, Texas, pursuant to Section 2.11 of the City Charter, amending the Public Health COVID-19 Emergency Ordinance by extending the Emergency Declaration of Local Disaster scheduled to expire on June 30, 2020, for an additional month, through August 31, 2020; providing for severability; and providing for an effective date.

XI. CONSENT AGENDA

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

AIRPORT: STAFF SOURCE JEFFREY J. MILLER, AIRPORT DIRECTOR

28. **2020-R-117** Authorizing the City Manager to submit a grant application and if offered to execute a Grant Agreement with the Texas Department of Transportation – Aviation Division under the Routine Airport Maintenance Program in the amount of \$50,000.00 for the purpose of airside and landside maintenance at the Laredo International Airport and authorizing the City Manager to execute all necessary documents resulting from the award. The local match in the amount of \$50,000.00 for this project is available in the Airport Operations Fund. Total estimated project cost is \$100,000.00.

BUILDING: STAFF SOURCE ARTURO GARCIA, BUILDING DIRECTOR

29. **2020-R-095** Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Mukul Ahmed for a proposed project located at 1719 Lincoln Street, Lot 1, Block 156, Western Division that consists of rehabilitation, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$82,940.00, estimated annual tax abatement total of \$525.84 and estimated total fee waivers of \$1,188.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information. The application has been certified under the expedited building permit fee waiver process and is being provided for final consideration and approval by City Council.
30. **2020-R-096** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Gage & Ortega Properties, LTD for a proposed project located at 2201 Laredo Street , lot 1 and lot 2, block 1278, eastern division that consists of a commercial building, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$449,004.90, estimated annual tax abatement total of \$2,846.76 and estimated total fee waivers of \$4,760.50. Guidelines and criteria for the agreement are set forth in the attached agreement and information. The application has been certified under the expedited building permit fee waiver process and is being provided for final consideration and approval by City Council.
31. **2020-R-105** Authoring and approving a fee waiver and a tax abatement agreement between the City of Laredo and Maria Zapata for a proposed project located at 3420 Maryland Avenue, north half of Lot 2, Block 199, Eastern Division that consists of a four-bedroom house, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$90,000.00, estimated annual tax abatement total of \$337.61 and estimated total fee waivers of \$995.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information. The application has been certified under the expedited building permit fee waiver process and is being provided for final consideration and approval by City Council.

CITY ATTORNEY: STAFF SOURCE KRISTINA L. HALE, ACTING CITY ATTORNEY

32. Motion to authorize the City Manager to execute an amendment to the Engagement Agreement with Lloyd Gosselink Rochelle & Townsend, P.C. legal services in relation to the City's purchase of the Ponderosa Regional Landfill by authorizing additional legal fees of \$25,000.00 for a total of \$100,000.00. Existing contract authorized amount to exceed \$75,000.00. Funds are available in the Solid Waste Fund.

CITY SECRETARY: STAFF SOURCE JOSE A. VALDEZ, JR., CITY SECRETARY

33. Discussion with possible action on the up coming November 3, 2020 General City Elections relating to election calender, voting sites and any other matters incident thereto.

COMMUNITY DEVELOPMENT: STAFF SOURCE TINA MARTINEZ, COMMUNITY DEVELOPMENT DIRECTOR

34. **2020-R-106** Authorizing the City Manager to execute legal documents conveying a 6' perpetual easement and right of way at Las Misiones Park to AEP Texas, Inc. over, under, across, and upon a 689.09 sq. ft. tract of land out of a 10.4393 Acre tract as recorded in Volume 2503, Pages 16-20, W.C.O.P.R; Laredo, Webb County, Texas.; said 689.09 sq. ft. tract is more particularly described by metes and bounds in attached "Exhibit A" and boundary survey in attached "Exhibit B"; and providing for an effective date.
35. **2020-R-107** Amending the Citizen Participation Plan required by the U.S. Department of Housing and Urban Development (HUD) in the administration of federal funds. The amendments will include additional language for processes to be followed in case of a local and/or national emergency. These amendments will address a shorter comment period, the waiver for citizen participation requirement for Emergency Solutions Grant (ESG) funds, the ESG substantial amendment threshold, the reduction in amount of public hearings and public notification time, as well as the use of all applicable waivers provided by HUD.
36. Approving the submission of the amended 2019-2020 Action Plan and Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD), contingent on the lack of substantial comments opposing the use of the funds as proposed earlier during this City Council meeting.

The City anticipates receiving funding in the amounts of **\$2,264,939.00** in Community Development Block Grant - Coronavirus (CDBG-CV) funds, **\$1,130,386.00** through the first allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds and **\$2,552,555.00** through the second allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds for a total funding amount of **\$5,947,880.00**.

This motion also authorizes the City Manager to execute all necessary documents related to the CARES Act Funding. The amended plan identifies the projects proposed to be funded, which are as follows:

Community Development Block Grant - Coronavirus (CDBG-CV)		
1	COVID-19 Community Development Administration	\$314,939
2	COVID-19 Mortgage/Rental Assistance Program	\$550,000
3	COVID-19 Public Health Program	\$900,000
4	COVID-19 Quarantine Motel Voucher Program	\$500,000

TOTAL	\$2,264,939
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Emergency Solutions Grant – Coronavirus (ESG-CV)		First Allocation	Second Allocation
1	COVID-19 ESG Program Administration	\$100,386	\$250,500
2	COVID-19 Emergency Shelter - Shelter Operations	\$365,000	\$500,000
3	COVID-19 Emergency Shelter - Essential Services	\$ 30,000	\$250,000
4	COVID-19 Street Outreach	\$ 30,000	\$100,000
5	COVID-19 Rapid Rehousing (Rental assistance)	\$275,000	\$350,000
6	COVID-19 Homelessness Prevention (Rental assistance)	\$275,000	\$0
7	COVID-19 HMIS	\$ 55,000	\$100,000
8	COVID-19 COL- Homelessness Prevention (Rental assistance)		\$1,002,055
	TOTAL	\$1,130,386	\$2,552,555
ESG ALLOCATIONS TOTAL		\$3,682,941	

37. Approving the submission of the 2020-2024 Consolidated Plan and 2020-2021 Action Plan to the U.S. Department of Housing and Urban Development (HUD) as a request for funding in the amounts of \$3,850,188.00 in 46th Action Year Community Development Block Grant (CDBG) funds, \$1,167,858.00 through the HOME Investment Partnership Program, and \$327,812.00 through the Emergency Solutions Grant (ESG). An additional \$2,800.00 is anticipated to be received through CDBG program income, \$72,000.00 in Housing Rehabilitation Revolving Loan funds, and \$260,000.00 in HOME program income. Also authorizing the City Manager to execute all documents as a result of the Plans' submission. The 2020-2021 plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

46th AY Community Development Block Grant		
1	Community Development Administration	\$762,000
2	Housing Rehabilitation Administration	\$317,710
3	Housing Rehabilitation Loan Program	\$600,000
4	Code Enforcement	\$508,107
5	Graffiti Removal Program	\$ 31,511
6	Downtown Senior Recreational Program	\$165,160
7	Downtown Rental Rehabilitation Program	\$436,000
8	Park Improvements in District I	\$ 73,750
9	Sidewalks in District I	\$ 73,750
10	Park Improvements in District II	\$ 47,500
11	Park Improvements in District III	\$127,500
12	Sidewalks in District III	\$120,000
13	Park Improvements in District IV	\$100,000
14	Sidewalks in District IV	\$ 47,500
15	De Llano Park Improvements in District V	\$147,500
16	Bike Lanes in District VII	\$147,500
17	Sidewalks in District VIII	\$147,500
	TOTAL	\$3,852,988

	Revolving Loan	
18	Housing Rehabilitation Revolving Loan Administration	\$ 7,027
19	Housing Rehabilitation Revolving Loan Program	\$64,973
	TOTAL	\$72,000

	HOME Investment Partnership Grant	
20	HOME Program Administration	\$116,000
21	Down Payment Assistance Program (PI)	\$260,000
22	Tenant-Based Rental Assistance	\$400,000
23	Community Housing Development Organization (CHDO)	\$200,000
24	Homeowner Reconstruction Program	\$451,858
	TOTAL	\$1,427,858

	Emergency Solutions Grant	
25	ESG Program Administration	\$16,258
26	Emergency Shelter – Shelter Operations	\$106,318
27	Emergency Shelter – Essential Services	\$45,000
28	Street Outreach	\$ 9,884
29	Rapid Re-Housing	\$82,352
30	Homelessness Prevention	\$60,000
31	Homeless Management Information System (HMIS)	\$ 8,000
	TOTAL	\$327,812

38. Authorizing the City Manager to amend the 2016 HOME Investment Partnership Program (HOME) contract with Habitat for Humanity of Laredo by increasing the total amount awarded by an additional \$63,000.00 in funding and extending the contract deadline to June 30, 2021. The additional funds will be utilize to complete the construction of three homes to benefit low to moderate income households. Funding is available in the HOME Investment Partnership Fund Program Income.

ECONOMIC DEVELOPMENT: STAFF SOURCE TECLO J. GARCIA, ECONOMIC DEVELOPMENT DIRECTOR

39. Authorizing the City Manager to ratify and approve the agreements between Lift Fund, Laredo College and Workforce Solutions in the total amount of \$3,137,000.00 as it relates to workforce training expenses and small business assistance under the CARES Act plan approved by the Laredo City Council on June 23, 2020.

These entities will provide small business assistance and workforce training to those impacted by COVID-19 in accordance with federal and state guidelines.

1. Laredo College for providing workforce skills programs and certification courses for \$700,000.00;
2. Workforce Solutions for South Texas for providing workforce and employment skills training for \$200,000.00;
3. LiftFund for developing, administering and executing a small business grant

program for local businesses for \$2,237,000.00.

ENGINEERING: STAFF SOURCE RAMON E. CHAVEZ, CITY ENGINEER

40. Consideration for approval to award a construction contract to the lowest responsible responsive bidder ALC Construction Co., Inc., Laredo, Texas, in the base bid amount of \$103,070.00 for the Michigan Ave. Sidewalk Project from Springfield Ave. to International Blvd. – District VII with a construction contract time of ninety (90) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for October 2020. Funding is available in the 2015 CO Bond and 2017 CO Bond - Project Number D71909.
41. Consideration for approval of the Sidewalk Project Springfield Ave. from Windsor Rd. to Jordan Dr. – District V as complete, release of retainage and approval of final payment in the amount of \$13,705.50 to ALC Construction Co., Inc., Laredo, Texas. Final construction contract amount is \$137,055.00. Funding is available in the 2018 CO Bond – District Priority Funds - Project Number D51914.
42. Consideration for approval to award a construction contract to the lowest responsible responsive bidder Leyendecker Construction of Texas, Inc., in the base bid amount of \$7,557,000.00 for the City of Laredo Tennis Complex at TAMIU with a construction contract time of five-hundred fifty (550) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, the estimated completion date for the project is scheduled for January 2022. Funding is available in the Sports & Community Venue Sales Tax.

ENVIRONMENTAL: STAFF SOURCE JOHN PORTER, ENVIRONMENTAL DIRECTOR

43. Consideration and authorizing the City Manager to execute Amendment #3 for additional Engineering Services contract with Lockwood, Andrews & Newnam, Inc., Houston, Texas in the amount of \$88,000.00. The total contract amount with this amendment is \$357,285.00 for Flores Avenue Drainage and Utility Improvements - Phase II. Amendment #3 provides for additional construction coordination meetings with contractor, preparation of modifications for utility conflicts, additional submittal review and responses, as well as preparation and submittal of as-built drawings when the construction is complete. Funding is available in the Environmental 2016 CO Bond and Water Fund 2015 Revenue Bond.
44. Authorizing the City Manager to execute an Engineering Services contract in the amount of \$506,873.00 with Gilpin Engineering Company, Laredo, Texas, for survey, design and specifications, cost estimates, bidding and construction services of improvements to Manadas Creek and detention pond(s). These improvements include a pilot channel, check-dams, and maintenance trails, and hydrologic and hydraulic studies along Manadas Creek as well as \$150,000.00 (included in the \$506,873.00) for submittal of CLOMR and LOMR studies and applications FEMA as a contingency allowance. Funding is available in the 2019 Environmental CO Bond.

45. Consideration and authorizing the City Manager to execute Amendment #2 for additional Engineering Services contract with Sherfey Engineering Company LLC, Laredo, Texas in the amount of \$34,650.00. The total contract amount with this amendment is \$84,030.00 for Plantation East Channel Improvements. Amendment #2 provides for surveying and preparation of record drawings, hydraulic modeling, and Letter of Map Revision (LOMR) with FEMA. Funding is available in the Environmental 2016 CO Bond.
46. Approval of selection of consultant, Crane Engineering, Laredo, Texas, and authorization to negotiate a professional services contract to provide engineering, environmental, and archeological services for design of the River Vega Hike and Bike trail project; which is a federally funded project. Selection of this consultant followed the TXDOT approved procurement process, as required by the Federal Highway Administration, 23 CFR Part 172, in the Advanced Funding Agreement (CSJ: 0922-33-177).

FINANCE: STAFF SOURCE JOSE F. CASTILLO, ACTING FINANCE DIRECTOR

47. Authorizing the City Manager to award a three (3) year Professional Service Contract to the best value applicant, BBVA Bank, for depository banking services for fiscal years 2021 through 2023 at a net estimated cost of \$385,330.00. The contract has an additional two (2) year extension option.
48. Consideration to ratify the issuance of an emergency purchase order authorized by City Manager in the amount not to exceed \$123,500.00 to ViralClean Solution LLC, Hebbronville, TX for the purchase and installation of 13 disinfecting aluminum tunnels. These disinfecting systems will be located outside the entrance of various city building locations. Funding of this contract is available through General Fund; expenses are eligible for 100% reimbursement from CARES Act.

FIRE: STAFF SOURCE RAMIRO R. ELIZONDO, JR., INTERIM FIRE CHIEF

49. Consideration to ratify the issuance of an emergency purchase order, authorized by City Manager, in the amount not to exceed \$73,264.67.00 to Doggett Freightliner of South Laredo Fire, Laredo, TX. This was issued for the emergency repair services of an Ambulance unit for the City of Laredo Fire Department. This unit was being used to respond to COVID-19 calls. Unit broke down and repairs include full engine replacement. This unit needs to get back on duty to continue providing services for the COVID-19 calls as cases continue to rise. Funding is available in Fire Department General Fund.
50. Consideration to ratify the issuance of an emergency purchase order, authorized by City Manager, in the amount not to exceed \$227,348.00 to Siddons Martin Emergency Group, Denton, TX. This was for the purchase of a Type I Ambulance for the City of Laredo Fire Department. This purchase was done utilizing Houston-Galveston Area Council Cooperative contract HGAC AM10-18. This unit is being used solely for immediate response to COVID-19 related calls as cases continue to rise. Funding of this contract is available through General Fund; expenses are eligible for 100% reimbursement from CARES Act.

FLEET MANAGEMENT: STAFF SOURCE RONALD MILLER, FLEET DIRECTOR

51. Consideration to award contract FY20-062 to provide car wash services to the following vendors:
1. (Section I: Full Service Car Wash) - Power Car Wash and Detail, Laredo, Texas in an amount of up to \$20,000.00 (Primary Vendor);
 2. (Section II: Exterior Car Wash Services) - Dale Shine Xpress Car Wash, Laredo, Texas in an amount of up to \$20,000.00 (Primary Vendor);
 3. (Section II: Exterior Car Wash Services) - Royal Laser Wash, Laredo, Texas in an amount of up to \$15,000.00 (Secondary Vendor);
 4. (Section II: Exterior Car Wash Services) - Power Car Wash and Detail, Laredo, Texas in an amount of up to \$15,000.00 (Secondary Vendor).

The term of the contract shall be for period of one (1) year with an opportunity to renew for three (3) additional one (1) year periods and is subject to future appropriations. Funding is available in the Fleet Maintenance budget.

52. Consideration to award contract FY20-059 to the following vendors to provide safety inspection services for all of the City's municipal fleet vehicles. This vendor will be authorized to do minor repairs and/or replace parts that may be required to meet the State of Texas Safety Inspection Standards. All minor repairs shall not exceed \$50.00. 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 three (3) more additional one (1) year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. Funding is available in the Fleet Department Fund.

1. R & S Inspection Center, Laredo, Texas in an amount up to \$40,000.00;
2. Rotex Truck Center, Laredo, Texas in an amount up to \$ 20,000.00;
3. Grease Monkey, Laredo, Texas in an amount up to \$ 10,000.00.

53. Consideration to renew annual contracts FY16-071 with the following vendors for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract. There was no price increase during the last extension period. All hoses will be purchased on an as needed basis and is based upon funding appropriation. Funding is available in the Fleet Maintenance budget.

1. Velco Inc., Laredo, Texas in an amount up to \$20,000.00; and
2. Hydrahose Services, Laredo, Texas in an amount up to \$25,000.00.

54. Consideration to renew contract FY16-051 to sole bidder Praxair, Laredo, Texas for an annual amount not to exceed \$50,000.00. This contract is to provide welding gases/medical oxygen to various City Departments to include: Fire, Traffic, Parks and Recreation. This is the last renewal and it is for a two (2) year term, subject to future appropriations. Funding is available in the respective departmental budgets.

55. Consideration to renew the existing annual contract FY18-085 with Gonzalez Auto Parts, Laredo, Texas in an amount up to \$115,000.00, for the purchase of automotive batteries for the City's fleet vehicles. All batteries will be secured on an as needed basis. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year and shall be contingent upon availability of appropriated funds. This is the second of three extension periods. Funding is available in the Fleet Maintenance Budget.

HEALTH: STAFF SOURCE RICHARD A. CHAMBERLAIN, INTERIM HEALTH DIRECTOR

56. **2020-R-113** Ratifying the submission of a grant application to the Texas Department of State Health Services (DSHS) in the estimated amount of \$131,626.00 for epi/surveillance and in the estimated amount of \$1,045,448.00 for laboratory needs for a total amount of \$1,177,074.00 for the City of Laredo Health Department (CLHD) COVID-19 response activities for the term period from August 1, 2020 (or upon execution) through April 30, 2022 and further authorizing the City Manager to execute any and all documents resulting from the award of this grant.
57. **2020-R-114** Ratifying the execution of a contract with the Women's Health and Family Planning Association of Texas (WHFPT) in the amount of \$113,928.00 for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health services for the period from April 1, 2020 through March 31, 2021.
58. **2020-R-115** Authorizing the City Manager to accept funds in the amount of \$24,699.00 from the Women's Health and Family Planning Association of Texas (WHFPT) through the Quality Improvement and Access Fund (Part A) for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health and Wellness Services for the term period from April 1, 2020 through March 15, 2021.
59. **2020-R-116** Ratifying the execution of a contract from the Health and Human Services Commission (HHSC) in the amount of \$5,889,608.00 for the City of Laredo Health Department (CLHD) Women, Infants and Children (WIC) Program to continue to provide nutrition education and food supplemental services to women and children with nutrition and health risks for the term from October 1, 2020 through September 30, 2021.

INFORMATION SERVICES & TELECOMMUNICATION: STAFF SOURCE HOMERO VAZQUEZ-GARCIA, IST DIRECTOR

60. Amendment to the Ground Lease between the City of Laredo ("Licensor") and American Towers LLC, a Delaware limited liability company ("Licensee"), as Successor in Interest to Omniamerica Development Corporation, for ground space at 1120 Calton Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 150 ft. high monopole and related ground facilities for use in their communications business. Term of the Amendment is one (1) initial term of five (5) years commencing June 21, 2024 and ending June 20, 2029, with four (4) additional five (5) year renewal options. The annual fee will increase from \$18,108.00 to \$45,000.00 with a three percent (3%) annual escalator. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee's receipt of this amendment executed by Licensor.

61. Authorizing the City Manager to execute a First Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), for ground space at 8010 Killam Industrial Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities for use in its communications business. Term of the Amendment is one (1) initial term of five (5) years commencing October 25, 2024 and ending October 25, 2029, with four (4) additional five (5) year renewal options. The annual fee will increase from \$13,100.00 to \$45,000.00 with a three percent (3%) annual escalator. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.
62. Authorizing the City Manager to execute a Second Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), as Successor in Interest to OmniAmerica Development Corporation, for ground space at 2701 Seymour Street, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities. Term of the Amendment is one (1) initial term of five (5) years commencing October 20, 2023 and ending October 19, 2028, with four (4) additional five (5) year renewal options. The annual fee will increase from \$12,267.00 to \$45,000.00 with a three percent (3%) annual escalator. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.
63. Authorizing the City Manager to execute a First Amendment to the Lease between the City of Laredo (“Licensor”) and T-Mobile West LLC, a Delaware limited liability company, (“Licensee”), as Successor in Interest to STPCS Joint Venture, LLC, for ground space at 610 Del Mar, Laredo, Webb County, Texas, for the continued maintenance and operation of Antennae Facilities on the top surface of the Water Tower, and related ground facilities for use in their communications business. Term of the amendment is one (1) five (5) year term commencing May 1, 2020 and ending April 30, 2025, with no renewal options. The annual fee will increase from \$11,461.00 to \$25,000.00.
64. Authorizing the City Manager to enter into and execute a contract between Intrado Life & Safety Solutions Corp and the City of Laredo for the purchase of Front and Back Room Customer Premise Equipment (CPE) through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract EC07-20 in the total amount of \$475,692.43. The Front and Back Room CPE will be provided at all eight (8) Public Safety Answering Points (PSAPs) located throughout the South Texas Region, which consists of Telecommunicators workstation equipment, including monitors, keyboards, headsets, computer Central Processing Units (CPU), VIPER Equipment (Application Server, CAMA Interface Modules, Admin Interface Modules, Power Supplies), printers, etc.. Funding is available in the Regional 9-1-1 Fund. Purchases are for the grant year of September 1, 2020 through August 31, 2021 RCOM21.
65. Authorizing the City Manager to enter into and execute contract payments with annual vendors (AT&T, Western States Communication) for providing the existing 9-1-1 telephone network, database services, and wireless/equipment maintenance for the South Texas Region, including Jim Hogg, Starr, Webb and Zapata counties, in the amount of \$207,755.00. Payments are for the period of September 1, 2020 through August 31, 2021. Funding is available in the 9-1-1 Regional Fund.

66. Authorizing the City Manager to enter into and execute a contract between Equature and the City of Laredo for the purchase of voice recorders through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract EC07-20 in the total amount of \$79,374.57. The Voice Recorders will be provided at five (5) of the Public Safety Answering Points (PSAPs) located throughout the South Texas Region, which consists of the voice recorder solution, licenses, and one full year of warranty. Purchases are for the grant year of September 1, 2020 through August 31, 2021, RCOM21. Funding is available in the Regional 9-1-1 Fund.
67. Consideration to ratify Purchase Order 332966 issued to ADCOMP Systems, Inc. for the amount of \$88,090.80, for the purchase of three (3) Special Order Outfacing Kiosks for contact less utility payments; providing the ability for customers to pay without having to enter the buildings, thereby minimizing COVID-19 exposure.

PARKS & RECREATION: STAFF SOURCE JUAN J. GOMEZ, JR., PARKS & RECREATION DIRECTOR

68. Consideration to award contract FY20-070 to the sole bidder Clark Hardware, Laredo, Texas in the estimated annual amount of \$300,000.00. This is a two year contract for the purchase of assorted plumbing items such as: water fountains, heaters, couplings, fittings, etc. This contract is subject to future appropriations. All items will be purchased on an as needed basis throughout the year and for various city departments. This contract may be extended for an additional one or two year period upon mutual consent of both parties. Funding is available in the Parks and Recreation, Airport, Public Works, Health, Solid Waste, Laredo Transit Management Inc., Laredo Municipal Housing and Utilities departments budgets.
69. Consideration to renew contract FY16-060 with La Flecha Materials, Laredo, Texas, in an amount up to \$152,000.00 for the purchase of red top soil and fill dirt for the Parks & Recreation department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon availability of appropriated funds. There is a proposed price increase for this next extension period. This is the last extension period for this contract. All soils will be purchased on an as needed basis. The Parks & Recreation Department will use these soils for the maintenance of its parks. Funding is available in the Parks & Recreation General Fund Budget.

POLICE: STAFF SOURCE CLAUDIO TREVINO, CHIEF OF POLICE

70. **2020-R-103** Authorizing the City Manager to renew three (3) individual Memorandum of Understandings (MOU) between the City of Laredo Police Department and:
1. Laredo Job Corps Center,
 2. Texas Department of Public Safety Crime Records Services License Plate Reader, and
 3. Texas Department of Public Safety TCIC Stolen License Plate and TCIC Stolen Vehicle Information.

The Police Department's participation is part of the community service provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo.

71. **2020-R-104** Authorizing the City Manager to enter into and execute a Memorandum of Understanding between the Laredo Police Department and the Serving Children and Adults in Need Inc. (SCAN) for the purpose of establishing efficient referral and service coordination system for youth Runway and Homeless Youth (RHY). The Police Department's participation is part of the community service provided to our citizens with no cost to the City of Laredo.
72. **2020-R-108** Authorizing the City Manager to accept a grant in the amount of \$1,375,000.00 from the U.S. Department of Justice, Office of Community Oriented Policing Service (COPS) Program. The City of Laredo will utilize this funding to hire eleven (11) new police officers for a period of three (3) years. The 2020 COPS Hiring Program (CHP) grant provides a maximum federal share of \$125,000.00 per officer position of the approved entry level salaries and fringe benefits of each newly hired and/or rehired full time sworn career law enforcement officer over the three (3) year (36 months) grant period. Funding is available under the Special Police Fund - COPS Hiring Program.
73. Consideration to award contract FY20-042 to sole bidder, Southern Folger Detention Equipment Company, San Antonio, TX, in the amount of \$167,950.00 to purchase and install a new access control system at the Laredo Police Department Headquarters booking and holding cells area. Funding is available in the Laredo Police Department General Fund Budget.
74. Consideration to authorize the purchase of two (2) patrol units from Silsbee Ford, Silsbee, Texas in the amount of \$85,489.50. The purchase of these vehicles shall be made utilizing the Goodbuy Contract Pricing Program. The patrol units will be used for COVID19 Operations. Funding is available in the General Fund; expenses for this purchase are eligible for 100% reimbursement under the CARES Act.
75. Authorizing the City Manager to execute a contract amendment with Tyler Technologies, Inc. of Plano, Texas utilizing Sourcewell Cooperative Purchasing Contract #110515-TTI. The amendment is to provide the Police, Fire and Municipal Court departments with Public Safety software and services including: Computer Aided Dispatch (CAD), Records Management System (RMS) and electronic citations in the amount of \$1,646,476.00. Payment terms are three (3) equal annual payments with no financing or interest charge. Funding for this purchase is available in the Police Trust Fund and General Fund - Fire and Municipal Court Technology Fund budgets.

PUBLIC WORKS: STAFF SOURCE JOHN ORFILA, PUBLIC WORKS DIRECTOR

76. Consideration to renew contract number FY17-047 with S.C.C. Pure Materials, Laredo, Texas in amount up to \$500,000.00 for the purchase of the following paving, and construction materials:
 1. Flexible base Type D – Crushed Concrete, F.O.B. Public Works or Utilities Department Compound Job Site - \$17.50/ton

2. Flexible base Type D – Crushed Concrete, F.O.B. Vendors Plant, Picked up by City Trucks - \$14.50/ton

This contract is for the purchase of materials required for all city paving and construction projects. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the third of four extension periods. All materials shall be purchased on an as needed basis utilizing the Public Works Department Funds and Utilities Department General Fund.

77. Consideration to renew contract FY17-049 with Anderson Columbia, Lake City, Florida, in an amount up to \$3,000,000.00 for the purchase of black base and asphalt hot mix used for street paving projects. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. There was a price decrease during the last extension period. This is the third of four extension periods. Funding is available in the Public Works Department General Fund.
78. Consideration to award Contract FY20-069 to the low bidder, Anderson Columbia, Weslaco, Texas as the Primary Vendor in an annual amount up to \$200,000.00 and Century Asphalt, Houston, Texas as the secondary vendor in an annual amount up to \$100,000.00 for the purchase of tack coat emulsified asphalt oil used for street paving projects. All materials are purchased on an as needed basis utilizing the construction project budgets. This contract may be extended for three, additional one (1) year periods upon mutual agreement of the parties. Funding is available in the Public Works Department General Fund.

SOLID WASTE: STAFF SOURCE STEPHEN GEISS, SOLID WASTE DIRECTOR

79. Consideration to award contract FY20-056 to sole bidder TAMCO Services, Laredo, TX in the estimated amount of \$184,336.00 (\$92,168.00 annually) for the disposal of freon for refrigerators and window A/C units for the Solid Waste Department. This service is to comply with the Texas Commission on Environmental Quality (TCEQ) regulations and guidelines to properly dispose of freon by certified technicians. The original term of the contract is for two (2) years, subject to future appropriations; this contract has options to renew one (1) additional two (2) year term upon mutual agreement and contingent upon the availability of appropriated funds. Funding is available in the Solid Waste Fund.
80. Consideration to renew contract number FY15-050 with MO-VAC, Environmental Inc., McAllen, Texas in an amount up to \$81,250.00 for the transportation and disposal of leachate contaminated water for the Solid Waste Services department. The frequency and number of loads varies depending on the City's needs. The bid price is based on a per gallon rate. 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 sixth and last extension period. Funding is available in the Solid Waste Services Department Fund.

TAX: STAFF SOURCE DORA MALDONADO, TAX ASSESSOR COLLECTOR

81. Approving monthly adjustments to the tax roll. The amounts adjusted for the month of June 2020 represent a decrease of \$113,518.55. These adjustments are determined by the Webb County Appraisal District and by court orders.

TRAFFIC SAFETY: STAFF SOURCE DANNY MAGEE, TRAFFIC DIRECTOR

82. Authorizing the City Manager to enter into and execute a landscape maintenance agreement with the Texas Department of Transportation to provide maintenance and landscape improvements on the center median of FM 1472, from the intersection of FM 1472 and Verde Blvd. extending northbound approximately 1.89 miles to a point .25 miles northwest of the junction with FM 3338.
83. Consideration to authorize the selection of Cubic Trafficware's proposal for the Laredo McPherson Road SynchroGreen project. The SynchroGreen Real Time Adaptive Traffic Control System highlights elements of SynchroGreen, including system basics, requirements and the deployment process; servicing seven (7) intersections between Shiloh Road and Jacaman Road. Total estimate cost for this project is \$139,050.00 a support and software maintenance for the first year is included at no cost to the city. Funding is available in the 2019 PFFCO Bond.
84. Authorizing the City Manager to enter into an agreement with AEP to replace any LED light upon failure at no cost and replace the working existing street lights with LED at a cost of \$137.86 for each lamp. Funding will be allocated from the LED light replacement bond and paid as services are rendered. Funding is available in the 2018 CO Bond.

UTILITIES: STAFF SOURCE MICHAEL F. RODGERS, INTERIM UTILITIES DIRECTOR

85. Authorizing the City Manager to execute Amendment #1 to Garver Engineering for professional services in the amount of \$271,962.00 to the existing contract amount of \$1,018,423.00. The scope of work includes design reports, plan sheet development, and technical specification for procurement of the high service pump station; as well as evaluation of sizing of replacement surge relief valve, plan sheet development, technical specifications for procurement of replacement, and rehabilitation of pump specifications for installation and tolerance of the existing raw water pumps at both facilities at the El Pico Water Treatment Plant. Total contract amount with Amendment #1 would be \$1,290,385.00. Funding is available in the Utilities Department Construction Fund.
86. Consideration to award contract FY20-063 to the low bidder, Core & Main, from San Antonio, Texas not to exceed \$1,211,870.39 for the purchase of AMR/AMI water meters, meter kits (register/endpoint/antenna), Associated Individual Components, and Unitizing Measuring Elements (UME's) for the Utilities Department. All meters meet NSF Standard 61 Certification and NSF 61 Annex F and G (lead requirements). All meters and meter kits will be ordered 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 three (3) additional one (1) year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. Funding is available in the Utilities Department Fund.

87. Consideration to award supply contract number FY20-065 to the low bidder, Tenoch Distribution, from San Antonio, TX in the estimated amount of \$350,000.00 for the purchase of PVC pipe used by the Utilities department. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six (6) more additional six (6) month periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department Fund.
88. Consideration to award a two (2) year supply contract to the sole source provider Xylem Water Solutions, Carrollton, Texas for the purchase of replacement submersible water and drainage pumps, parts, and service for the Wastewater Treatment plants and lift stations for the Utilities Department. This contract will be for an estimated annual amount of \$650,000.00. All pumps, parts, and services will be secured on an as needed basis. Funding is available in the Utilities department budget and is contingent upon the availability of appropriated funds.
89. Authorizing the City Manager to accept the project as complete and release of retainage in the amount of \$31,969.81 to Azar Services, LLC., Laredo, Texas for the Unitec Wastewater Treatment Plant - Concrete Staging Area Project. The total contract sum, including Change Order #1 that was approved by previous Council meeting, was \$639,375.00. The project was completed on May 25, 2020, in accordance with plans and specifications. A one (1) year of warranty is provided by the contractor per contract, from the date of contract approval of execution. Funding is available in the 2017 Sewer Revenue Bond.
90. Consideration to renew contract FY18-081 with Test America Laboratories, North Canton, Ohio in an amount of up to \$350,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Utilities Department budget, Water and Wastewater Treatment Divisions.
91. Authorizing the City Manager to ratify a contract utilizing the U.S. Community Program, a national Purchasing Cooperative Program, pricing Contract # EV2370 to Graybar Electric for the El Pico Water Treatment Plant Service Conductor Replacement Project in the amount of \$535,161.10. Contract was awarded to take corrective action and preventive measures to keep plant operational. Funding is available in the Utilities Department Water Construction Fund.
92. Consideration to authorize the purchase of three (3) Ford F150's Extended Cab from Silsbee Ford, Silsbee, Texas in the amount of \$83,011.50 through the GoodBuy Cooperative Purchasing Program's contract pricing. These trucks are replacement for units 13547, 13465, and 14327 which have all reached their useful life. Funding is available in the Water and Sewer 2018 PFFCO.

93. Authorizing the City Manager to approve Change Order #1 for a credit of \$100.00 resulting in a new total contract sum of \$566,475.00. Final acceptance the project as complete, authorize final payment of \$4,166.68, release of retainage amounting to \$28,115.42, for a total final payment of \$32,282.10 for ALC Construction, Co. Inc., Laredo, Texas for the Utilities Department Materials Storage Canopy Improvements Project. The contract time increased from 90 to 135 working days. Funding is available in the 2017 Sewer Revenue Bond.
94. Consideration to authorize the purchase of one (1) valve maintenance trailer from E.H. Wachs, Lincolnshire, IL, in the total amount \$75,244.55 for the Utilities Department. The trailer will be used to open and close valves when performing scheduled maintenance in the water lines. This trailer is a replacement for unit# 10781 which has reached its useful life. The purchase of this equipment shall be made utilizing the BuyBoard Cooperative Contract Pricing Program. Funding is available in the Water 2018 PFFCO.
95. Authorizing the City Manager to ratify a contract utilizing NO-DES, Inc. from 1860 Bosque Farms Boulevard, Bosque Farms, NM. This service is a specialized patented process and uses specialized equipment for flushing of water lines by recycling the water within the distribution mains to eliminate the loss of water typically lost when conducting directional flushing. NO-DES flushing alleviates wasting large amounts of water associated with conventional flushing methods. The contract amount is for \$79,200.00. Funding is available in the Utilities Department Water Construction Fund.
96. Consideration to award a purchase order to Hach Company, Loveland, Colorado as the Sole Authorized Manufacturer and Direct Distributor in the estimated amount of \$200,000.00 for specialized equipment for sampling in the water treatment plants and in the distribution system for potable water. This award will provide the continued purchase of Hach branded instrumentation and chemistry for the daily required TCEQ water sampling. Funding is available in the Waterworks System Fund.
97. Consideration to award contract FY20-067 to CB Solutions, Lago Vista, Texas in the amount of \$833,457.00 for the six month rental of generators. CB Solutions was the lowest responsive, responsible bidder that met all specifications on generators, which are required for continuous operation under load as the water treatment process project for the Utilities department. The estimated time for this rental is six months. Funding is available in the Utilities Department Water Construction Fund.
98. Consideration to award contract FY20-068 to the sole bidder Cactus Disposal of North Texas, Dallas, Texas in the amount of \$209,380.00 for the removal of approximately three feet of wet sludge sewer debris from the aeration tank located at the Zacate Wastewater Treatment Plant. West aeration basin needs to be cleaned and prepared before actual Aeration upgrade can take place. The estimated time for completion of this project is between thirty and forty working days. Funding is available in the 2017 Sewer Revenue Budget Fund.

99. Consideration to award a contract to Network Alliance, San Antonio, Texas in the amount of \$189,732.14 for the purchase and installation of an upgrade to the existing IP Phone System and Contact Center through the State of Texas, Department of Information Resources (DIR) cooperative purchase contracts. Funding is available in the Water and Sewer Construction Funds budgets.
100. Consideration to award contract FY20-075 to the low bidder Magellan Dredging, Richmond, Texas in the amount of \$179,308.00 for the dredging of approximately 8,000 cubic yards of sediment from in front of the El Pico Water Treatment Plant intake structure to improve the hydraulic flow from the Rio Grande River. The estimated time for completion of this project is thirty (30) working days. Funding is available in the Utilities Waterworks Construction Fund.
101. Consideration for approval of the selection of engineering consultant, JBS Water, based on Request For Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the Comprehensive Water Distribution & Meter Management Audit 2020. No financial impact.
102. Consideration to accept a donation from Pedal Valves, Luling, LA. of approximately 1,200 automated meter reading (AMR) meter registers and antennas that have received minor damage and have no value to Pedal Valves. This items will not be placed into inventory and will be used as spare parts. These 1,200 items hold a parts list price value of \$153,252.00 when new and under warranty.
103. Authorize City Manager to negotiate and accept a Developer's Contribution of \$150,000.00 from North Laredo Industrial Park, Ltd for the recommissioning of the Hachar Booster Station. North Laredo Industrial Park is under construction and future phases are being developed and planned for construction. The contribution amount will be determined on the fair share for the development area and the actual cost of the improvement.

END OF CONSENT AGENDA

XII. STAFF REPORTS

104. 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.
105. Submission of the Proposed Fiscal Year 2021 Annual Budget as per Article VI, Section 6.02, Submission of Budget, which states "At least sixty (60) days before the end of the fiscal year the City Manager shall present to the Council a budget for ensuing fiscal year with accompanying budget message."
106. Submitting the Proposed 2021-2025 Capital Improvement Plan (CIP) as per Article VI, Section 6.05 of the City Charter, which states that "the City Manager shall prepare and submit a five (5) year capital program at least sixty (60) days before the end of the fiscal year."

107. Discussion with possible action regarding the City of Laredo Tennis Complex at Texas A&M International University (TAMIU) to be awarded to the lowest bidder; and any other matters incident thereto.
108. Discussion with possible action to extend the Utility Assistance Program through the end of August 2020. Under the Program, late fees, disconnections and credit card fees for online payments have been suspended. Additionally, qualified applicants with supporting unemployed/underemployed documentation from the Texas Work Force Commission can receive Utility Bill payment assistance up to \$125.00 per month for their residential accounts.
109. Status update on the 2020 Census; and any other matters incident thereto.
110. Status update on the parkland dedication by Jose Medina; and any other matters incident thereto.

XIII. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

111. Request for Executive Session pursuant to Texas Local Government Code 551.071 related to litigation involving *Civil No. 5:20-CV-101; United States of America v. 207.9395 Acres of Land, more or less, situate in Webb County, State of Texas, and City of Laredo*; pending in the United States District Court for the Southern District of Texas Laredo Division; and return to open session for possible action.
112. Request for Executive Session pursuant to Texas Government Code 551.071 and 551.072 related to possible litigation and the Offer to Sell Real Property 15.464 acres located in La Grulla, Texas owned by the City of Laredo pursuant to Federal Condemnation Case No. 7:18-CV-375; styled *United States of America v. 801.077 Acres of Land, more or less, situated in Starr County, State of Texas, and City of Laredo, et al.*; closed in the U.S. Southern District of Texas, McAllen Division.

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

113. **2020-RT-09** Authorizing the City Manager and staff to apply and submit a grant application to the Texas Department of Transportation Urban STATE-U-2020-LAREDO-00195 for FY2021 in the amount of \$637,564.00 to be used for preventative maintenance from the State Public Transportation funds for Large Urban, Small Urban and Rural areas of the state by the General Appropriations Act enacted by the 86th Texas Legislature regular session and approved on June 25, 2020 by the Texas Transportation Commission on minute order 115771.
114. Discussion with possible action for El Metro Transit to reinstate the collection of bus fares for regular Fixed Route and Para Transit (El Lift) services. COVID-19 cases in the City of Laredo and that of Webb County continue to increase. In order to deter non-essential travel aboard the transit system, transit fare collection for both fixed route and Para Transit services is to be implemented along with the alignment of transit services with effective City of Laredo curfew orders effective 72 hours after approval of this motion.

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

115. **GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

A. Request by Mayor Pete Saenz

1. Discussion with possible action on status of compliance of paving ordinance for industrial sites and parking lots within those sites; and possible alternatives to those property owners not yet in compliance, and any other matters incident thereto.

B. Request by Council Member Rudy Gonzalez, Jr.

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

- Speed humps on Corrada St. and Calle Alta Ct.
- Speed humps on Nubes Drive

C. Request by Council Member Vidal Rodriguez

1. Discussion with possible action on the adoption of a Resolution that would call upon state legislators to support the passage of a bill that, in addition to the punishment available under Section 25.03 of the Texas Penal Code, would allow law enforcement to immediately issue a citation to any parent accused of

interference with child custody, and any other matter incident thereto.

D. Request by Mayor Pro-Tempore Alberto Torres, Jr.

1. Discussion with possible action to instruct management to commence a vast acquisition of influenza vaccines through the Health Department as soon as possible in order to provide free vaccine clinics as early as August or September to protect as many constituents as possible from getting viral respiratory illnesses such as the flu, that can spread easily and worsen the current state of the COVID-19 pandemic in Laredo; and any other matters incident thereto.
2. Discussion with possible action on LED public lighting, including update on funds allocated and approved by Council for such transition, including a formal request submission, plan of action and schedule for and from AEP; and any other matters incident thereto.
3. Discussion with possible action to go out on RFQ's or RFP's for District 4 art and beautification projects utilizing the allocated Public Arts – Reserve fund; and any other matters incident thereto.

E. Request by Council Member Nelly Vielma

1. Discussion with possible action to ratify the assistance provided to the Catholic Charities Diocese of Laredo that took place on Saturday, July 25, 2020 at the Sames Auto Arena with distribution of fruits, veggies, and cleaning supplies; and any other matters incident thereto.
2. Discussion with possible action to explore moving the Fire Fighters Mechanic Shop at Station 6 and consolidating with Fleet Department; and any other matters incident thereto.
3. Discussion with possible action to provide cost analysis and EMS needs to allocate for an ambulance at Station 6; and any other matters incident thereto.

F. Request by Council Member Dr. Marte A. Martinez

1. Discussion with possible action on the status of roads that have been paved by linear feet/miles and number of blocks from last year to when paving project were halted due to funding; and any other matters incident thereto.
2. Discussion with possible action on the status of the Water and Sewer Master Plan and status on current projects to include but not limited to interceptor lines, tunnels, water towers, and cleaning of lines since the last burn; and any other matters

incident thereto.

G. Request by Council Member George Altgelt

1. Discussion with possible action to modify the ethics code and lobbying ordinance to identify as a conflict of interest a Council Member voting to approve appointments of Laredo Police Chief or Fire Chief if the applicant was a member of the Union Board and the Council Member previously received a campaign contribution from the union or other such quid pro quo; and any other matters incident thereto.
2. Discussion with possible action on an update regarding Santa Maria Bike Lanes; and any other matters incident thereto.
3. Discussion with possible action on the status of the Barbara Fasken Community Center Improvements; and any other matters incident thereto.

H. Request by Council Member Roberto Balli

1. Discussion with possible action to support the No Border Wall Coalition's effort to paint a mural; and any other matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Alberto Torres, Jr. and Council Member Nelly Vielma)**
2. Discussion with possible action to use CARES act funding to expand the City's wifi grid and provide financial support for technology for the local school districts; and any other matters incident thereto.
3. Discussion with possible action to enter into a Memorandum of Understanding with the Laredo Film Society for the rental of a city building in District 8; and any other matters incident thereto.

XVI. 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, July 22, 2020 at 6:45 p.m.

Jose A. Valdez, Jr.
City Secretary

Public Hearings (also Intro Ord) 1.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Public Hearing to amend Community Development 2019-2020 One Year Action Plan to include additional funding received from the U.S. Department of Housing and Urban Development (HUD) as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) which is intended to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic.

The City anticipates receiving \$2,264,939.00 in Community Development Block Grant - Coronavirus (CDBG-CV) funds, \$1,130,386.00 through the first allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds and \$2,552,555.00 through the second allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds for a total funding amount of \$5,947,880.00. The following projects are proposed and subject to City Council approval:

Community Development Block Grant - Coronavirus (CDBG-CV)		
1	COVID-19 Community Development Administration	\$314,939
2	COVID-19 Mortgage/Rental Assistance Program	\$550,000
3	COVID-19 Public Health Program	\$900,000
4	COVID-19 Quarantine Motel Voucher Program	\$500,000
	TOTAL	\$2,264,939

Emergency Solutions Grant – Coronavirus (ESG-CV)		First Allocation	Second Allocation
1	COVID-19 ESG Program Administration	\$100,386	\$250,500
2	COVID-19 Emergency Shelter - Shelter Operations	\$365,000	\$500,000
3	COVID-19 Emergency Shelter - Essential Services	\$ 30,000	\$250,000
4	COVID-19 Street Outreach	\$ 30,000	\$100,000
5	COVID-19 Rapid Rehousing (Rental assistance)	\$275,000	\$350,000
6	COVID-19 Homelessness Prevention (Rental assistance)	\$275,000	\$0
7	COVID-19 HMIS	\$ 55,000	\$100,000
8	COVID-19 COL- Homelessness Prevention (Rental assistance)		\$1,002,055

TOTAL	\$1,130,386	\$2,552,555
ESG ALLOCATIONS TOTAL	\$3,682,941	

The City has also revised its Citizen Participation Plan in an effort to adapt to the new HUD guidelines regarding COVID-19 funds and expedite the process for funding availability in the case of a local/national emergency.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

This public hearing is scheduled to provide interested citizens an opportunity to review proposed uses of funds and changes to the Citizen Participation plan. The 2019-2020 One Year Action Plan and Citizen Participation Plan were available for public review and comment for a period of 5 days from July 20 – 24, 2020. The documents could be viewed by visiting the Community Development Department website at <https://www.cityoflaredo.com/CommDev/Index.htm> Citizens wishing to submit written comments were asked to mail them postmarked no later than July 24, 2020 to the following: Tina Martinez, Community Development Director, P.O. Box 1276, Laredo, Texas 78042-1276 or 1301 Farragut, Transit Center, 3rd Floor, East Wing, Laredo, Texas 78040. Comments could also be submitted via email to: ndeleon@ci.laredo.tx.us. Comments were accepted until July 24, 2020.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this public hearing be held.

Fiscal Impact

Fiscal Year: 2019-2020
Budgeted Y/N?: Y
Source of Funds: CDBG-CV
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City anticipates receiving **\$2,264,939** in Community Development Block Grant - Coronavirus (CDBG-CV) funds.

Fiscal Year: 2019-2020
Budgeted Y/N?: Y
Source of Funds: ESG-CV1

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City anticipates receiving **\$1,130,386** through the first allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds.

Fiscal Year: 2019-2020
Budgeted Y/N?: Y
Source of Funds: ESG-CV2

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City anticipates receiving **\$2,552,555** through the second allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds.

Public Hearings (also Intro Ord) 2.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Public Hearing and Introductory Ordinance authorizing the City Manager to amend the Fiscal Year 2019-2020 Community Development Department's budget by increasing revenues and expenditures in the amount of \$5,947,880.00 in order to appropriate Community Development Block Grant - Coronavirus (CDBG-CV) and Emergency Solutions Grant - Coronavirus (ESG-CV1 and ESG-CV2) funds available from the U.S. Department of Housing and Urban Development (HUD) through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act):

The City anticipates receiving:

- \$2,264,939.00 in Community Development Block Grant - Coronavirus (CDBG-CV) funds
- \$1,130,386.00 through the 1st allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds and
- \$2,552,555.00 through the 2nd allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The fiscal year 2019- 2020 Community Development Department Budget must be amended to appropriate funds by increasing revenues and expenditures in the amount of \$5,947,880 in order to appropriate Community Development Block Grant - Coronavirus (CDBG-CV) and Emergency Solutions Grant - Coronavirus (ESG-CV1 and ESG-CV2) funds due to the allocation received to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic. These funds must be appropriated and used for CDBG and ESG eligible activities.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this Ordinance be introduced.

Fiscal Impact

Fiscal Year: 2019-2020

Budgeted Y/N?: Y

Source of Funds: CDBG-CV

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City anticipates receiving \$2,264,939 in Community Development Block Grant - Coronavirus (CDBG-CV) funds. Funds will be appropriated in 211-9110.

Fiscal Year: 2019-2020

Budgeted Y/N?: Y

Source of Funds: ESG-CV1

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City anticipates receiving \$1,130,386 through the first allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds. Funds will be appropriated in 219-9152.

Fiscal Year: 2019-2020

Budgeted Y/N?: Y

Source of Funds: ESG-CV2

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City anticipates receiving \$2,552,555 through the second allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds. . Funds will be appropriated in 219-9252.

Attachments

7350_Resolution - CARES Act Funding Budget Appropriation

ORDINANCE NO. 2020-O-XX

AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2019-2020 COMMUNITY DEVELOPMENT DEPARTMENT'S BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$5,947,880 IN ORDER TO APPROPRIATE COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) AND EMERGENCY SOLUTIONS GRANT - CORONAVIRUS (ESG-CV1 AND ESG-CV2) FUNDS AVAILABLE FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THROUGH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT).

WHEREAS, The fiscal year 2017-2018 Community Development Department Budget must be amended to appropriate funds by increasing revenues and expenditures in the amount of \$5,947,880 as follows:

- \$2,264,939 in Community Development Block Grant - Coronavirus (CDBG-CV) funds
- \$1,130,386 through the 1st allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds and
- \$2,552,555 through the 2nd allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds

WHEREAS, these funds are from the allocation received from HUD through the CARES Act to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic.

WHEREAS, these funds must be appropriated and used for CDBG and ESG eligible activities.

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

1. The appropriation of \$5,947,880 from the allocation received from HUD through the CARES Act to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic to the FY 2019-2020 Department of Community Development budget.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the _____ day of _____, 2020.

PETE SAENZ
Mayor

ATTEST:

JOSE A. VALDEZ, JR.
City Secretary

APPROVED AS TO FORM

KRISTINA L. HALE
City Attorney

Public Hearings (also Intro Ord) 3.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, Community Development Director

SUBJECT

Public Hearing and Introductory Ordinance amending the City of Laredo Municipal Housing Fund FY2020 Annual Budget by increasing revenues and expenditures in the amount of \$250,000.00 and authorizing the City Manager to execute all necessary documents related to the Texas Veterans Commission's (TVC) Fund for Veterans' Assistance (FVA) Homes for Texas Heroes Grant (H4TXH). There is no match requirement. The program will provide for the home modification, of our Veteran community and their families that are home owners, within the City of Laredo area. The grant will provide up to \$15,000.00 per household based on a house assessment and incomes at or below 80% of the area median income as set annually by the U.S. Department of Housing and Urban Development (HUD).

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Fund for Veterans' Assistance (FVA) was created in the 79th Legislature. The Housing for Texas Heroes (H4TXH) grant program was established in 2011 during the 82nd Legislative Session. This grant program provides funding for the purpose of administering a Veterans Housing Assistance Program that will assist Texas Veterans and their families in obtaining, maintaining, or improving housing. The initial term of the grant shall be for one (1) year from July 1, 2020 to June 30, 2021.

The Community Development Department thru the Municipal Housing (MH) Division received the award of \$250,000. The MH Division proposes to assist twenty (20) qualified homeowners/occupied veterans and their families with home modifications assistance and/or repairs. The grant will provide up to \$15,000.00 per household based on a house assessment. To qualify homeowner/occupied veteran's household income must be at or below 80% of the area median income as set annually by the U.S. Department of Housing and Urban Development (HUD). Housing Modification, repair, and weatherization can include door entry/exit resizing, ramps, windows, HVAC, roofing, flooring, electrical, plumbing, handrails, and installation of grab bars

and/or bathroom modifications.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this ordinance be introduced.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: N
Source of Funds: Texas Veterans Commission
Account #: 555-3946
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Line Item Name	Line Item Number	Annual Appropriation	Amended Appropriation	Budget Amendment
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TVC Grant Revenues	Division 3946	0	250,000	250,000
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Line Item Name	Line Item Number	Annual Appropriation	Amended Appropriation	Budget Amendment
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TVC Grant Expenses	Division 3946	0	250,000	250,000
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Attachments

TVC Home Modification Grant
TVC 2020 NOGA Home Modifications

ORDINANCE NO. 2020-O-XX

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING THE CITY OF LAREDO MUNICIPAL HOUSING FUND FY2020 ANNUAL BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$250,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE TEXAS VETERANS COMMISSION'S (TVC) FUND FOR VETERANS ASSISTANCE (FVA) HOMES FOR HEROES GRANT (H4TXH). THERE IS NO MATCH REQUIREMENT - IT IS BASED ON A REIMBURSEMENT BASIS. THE PROGRAM WILL PROVIDE FOR THE MODIFICATION, REHABILITATION AND/OR REPAIRS TO ROOFING, FLOORING, WINDOWS, HVAC, ELECTRICAL, PLUMBING, ADA RESTROOMS AND /OR DOOR ENTRY/EXIT AND RAMP MODIFICATIONS TO ASSIST OUR VETERAN COMMUNITY AND THEIR FAMILIES, THAT ARE HOME OWNERS, WITHIN THE CITY OF LAREDO AREA. THE GRANT WILL PROVIDE UP TO \$15,000.00 PER HOUSEHOLD BASED ON AN ASSESSMENT IN ORDER TO DETERMINE THE ELIGIBILITY WITH INCOMES AT OR BELOW 80% OF THE AREA MEDIAN INCOME AS SET ANNUALLY BY THE U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the Laredo Municipal Housing (LMH), a division of Community Development Department, is requesting approval from City Manager to accept grant award from the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA) Homes for Heroes Grant (H4TXH) and enter into an agreement and execute any and all documents and contracts;

WHEREAS, this will allow Laredo Municipal Housing to provide home owner Veterans and their families with modification and repairs with a maximum amount of \$15,000.00 per household upon eligibility and meeting all requirements;

WHEREAS, the Laredo Municipal Housing shall go out on bids to contract modifications and/or repairs to improve roofing, flooring, windows, HVAC, electrical, plumbing, ADA restroom modifications, door/entry exit and ramp modifications in order to assist the Veterans and provide a safe and habitable environment;

WHEREAS, the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA) Homes for Heroes Grant (H4TXH) will assist and train staff at the Laredo Municipal Housing on the GovGrants Fund for Veterans' Assistance website to record, report and request drawdown funds as dwellings are renovated.

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

Section 1: Amending the City of Laredo's Municipal Housing FY 2020 budget by appropriating additional revenues and expenditures in the amount of \$250,000.00 for the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA) Homes for Heroes Grant (H4TXH).

Section 2: Authorizing the City Manager to execute all necessary documents related to the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA) Homes for Heroes Grant (H4TXH).

Section 3: This Ordinance shall become effective upon passage thereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2020.**

**PETE SAENZ,
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
KRISTINA L. HALE
CITY ATTORNEY**

**BY: RICARDO BENAVIDEZ, III
ASSISTANT CITY ATTORNEY**



Fund for Veterans' Assistance

Helping Veterans Starts Here

Notice of Grant Award

NOGA

AWARD INFORMATION

Grant ID:

GT-HTX20-001

Grantee Organization:

City of Laredo

Award Issue Date:

7/1/2020

AWARDING AGENCY

Grantor Organization:

Texas Veterans Commission

AWARD DETAILS

Grant Period Start Date:

7/1/2020

Grant Period End Date:

6/30/2021

AWARD AMOUNT

Total Awarded Amount:

\$250,000.00

Terms And Conditions

Description

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

AUTHORIZATION

Authorized Representative Name:

Jose Castillo

Authorized Representative Title:

Signature Authority

Authorized Representative Signature:



Public Hearings (also Intro Ord) 4.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, Interim Health Director

SUBJECT

Public Hearing and Introductory Ordinance authorizing the City Manager to accept and enter into a contract from the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA), amending the FY 2019-2020 budget by appropriating revenues and expenditures in the amount of \$150,000.00 and amending the FY 2019-2020 Full Time Equivalent (FTE), Position Listing by adding one (1) Health Educator II, R32 position for the City of Laredo Health Department (CLHD) Veterans Mental Health Project for the term period of July 1, 2020 through June 30, 2021.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Veterans Mental Health Grant addresses the mental health needs of Veterans and their families. This project emphasizes direct services to Veterans and their families and include, but are not limited to: clinical counseling; peer delivered services; and non-clinical support services.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	
Source of Funds:	TVC
Account #:	226-6510

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account is 226-0000-327-9039 and the expenditure division is 226-6510 with Project Number HEVM01.

Attachments

Notice of Award

Ordinance



Fund for Veterans' Assistance

Helping Veterans Start Here

Notice of Grant Award

NOGA

AWARD INFORMATION

Grant ID:
GT-VMH20-006

Grantee Organization:
City of Laredo

Award Issue Date:
7/1/2020

AWARDING AGENCY

Grantor Organization:
Texas Veterans Commission

AWARD DETAILS

Grant Period Start Date:
7/1/2020

Grant Period End Date:
6/30/2021

AWARD AMOUNT

Total Awarded Amount:
\$150,000.00

Terms And Conditions

Description

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

AUTHORIZATION

Authorized Representative Name:
Jose Castillo

Authorized Representative Title:
Signature Authority

Authorized Representative Signature:



ORDINANCE

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT FROM THE TEXAS VETERANS COMMISSION'S (TVC) FUND FOR VETERANS ASSISTANCE (FVA), AMENDING THE FY 2019-2020 BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$150,000.00 AND AMENDING THE FY 2019-2020 FULL TIME EQUIVALENT (FTE) POSITION LISTING BY ADDING ONE (1) HEALTH EDUCATOR II, R32 POSITION FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) VETERANS MENTAL HEALTH PROJECT FOR THE TERM PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021.

WHEREAS, the Veterans Mental Health Grant addresses the mental health needs of Veterans and their families. This project emphasizes direct services to Veterans and their families and include, but are not limited to: clinical counseling; peer delivered services; and non-clinical support services.

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

Section 1: The City Manager is hereby authorized to accept and enter into a contract from the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA), amending the FY 2019-2020 budget by appropriating revenues and expenditures in the amount of \$150,000.00 and amending the FY 2019-2020 Full Time Equivalent (FTE) Position Listing by adding one (1) Health Educator II, R32 position for the City of Laredo Health Department (CLHD) Veterans Mental Health Project for the term period of July 1, 2020 through June 30, 2021.

Section 2: The revenue account is 226-0000-327-9039 and the expenditure division is 226-6510 with Project Number HEVM01.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2020.**

**PETE SAENZ
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY**

**RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

Public Hearings (also Intro Ord) 5.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, Community Development Director

SUBJECT

Public Hearing and Introductory Ordinance amending the City of Laredo Municipal Housing Fund FY2020 Annual Budget by increasing revenues and expenditures in the amount of \$50,000.00 and authorizing the City Manager to execute all necessary documents related to the Texas Veterans Commission's (TVC) Fund for Veterans' Assistance (FVA) Financial Assistance Grant Program. There is no match fund requirement. The program will provide for a one-time utility payment, one-time mortgage or rental payment. Applicant must be a veteran and qualify at or below the 80% of the area median income as set annually by the U.S. Department of Housing and Urban Development (HUD) or be disabled.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Fund for Veteran's Assistance (FVA) was created in the 79th Legislature. The 2020-21 Financial Assistance Grant Program appropriated these funds to address the needs of veterans and their families.

The Community Development Department thru the Municipal Housing (MH) Division received the award of \$50,000. This grant will provide Veterans seeking financial assistance only for the following: a one-time utility payment (light, water, gas), rental payments (up to three months in arrears), and mortgage payment arrears. The initial term of the grant shall be for one (1) year from July 1, 2020 to June 30, 2021.

The MH division proposes to assist twenty five (25) qualified veterans and their families with financial assistance. Based on the great need that exists in the community to provide veterans this assistance, within the City of Laredo, with short-term and temporary assistance, it is a requirement that qualified applicants must provide notice of eviction letter from landlord, current disconnection notice (light, water, gas), and a mortgage foreclose notice, deed, bond, note, deed of trust, or other instrument that is a lien and who are with incomes at or below 80% of the median

income as set annually by the U.S. Department of Housing and Urban Development (HUD).

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this ordinance be introduced.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: N
Source of Funds: Texas Veterans Commission
Account #: 555-3946-323-2101
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

The Texas Veterans Commission Fund for Veteran's Assistance grant will be appropriated as follows:

Line Item Name	Line Item Number	Annual Appropriation	Amended Appropriation	Budget Amendment
REVENUE	555-3946-323-2101	0	50,000	50,000
EXPENSE	555-3946	0	50,000	50,000

Attachments

PH & Intro Ordinance
TVC 2020 NOGA FA

ORDINANCE NO. 2020-O-XX

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING THE CITY OF LAREDO MUNICIPAL HOUSING FUND FY2020 ANNUAL BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$50,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE TEXAS VETERANS COMMISSION'S (TVC) FUND FOR VETERANS' ASSISTANCE (FVA) FINANCIAL ASSISTANCE GRANT PROGRAM. THERE IS NO MATCH REQUIREMENT - IT IS BASED ON A REIMBURSEMENT BASIS. THE PROGRAM WILL PROVIDE FOR A ONE-TIME UTILITY PAYMENT, ONE-TIME MORTGAGE OR RENTAL PAYMENT. APPLICANT MUST BE A VETERAN AND QUALIFY AT OR BELOW THE 80% OF THE AREA MEDIAN INCOME AS SET ANNUALLY BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) OR BE DISABLED.

WHEREAS, the Municipal Housing (MH), a division of Community Development Department, is requesting approval from City Manager to accept grant award from the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA) Financial Assistance Grant Program and enter into an agreement and execute any and all documents and contracts;

WHEREAS, the MH Division received the award of \$50,000. This grant will provide Veterans seeking financial assistance only for the following: a one-time utility payment (light, water, gas), rental payments (up to three months in arrears), and mortgage payment arrears. The initial term of the grant shall be for one (1) year from July 1, 2020 to June 30, 2021.

WHEREAS, the MH division proposes to assist twenty five (25) qualified veterans and their families with financial assistance. Based on the great need that exists in the community to provide veterans this assistance, within the City of Laredo, with short-term and temporary assistance, and who are with incomes at or below 80% of the median income as set annually by the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA) Financial Assistance Grant Program will assist and train staff at Municipal Housing on the GovGrants Fund for Veterans' Assistance website to record, report, and request drawdown funds as dwellings.

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

Section 1: Amending the City of Laredo's Municipal Housing FY 2020 budget by appropriating additional revenues and expenditures in the amount of \$50,000 for the Texas Veterans Commission's (TVC) Fund for Veterans Assistance (FVA) Financial Assistance Grant Program.

Section 2: Authorizing the City Manager to execute all necessary documents related to the Texas

Veterans Commission's (TVC) Fund for Veterans Assistance (FVA) Financial Assistance Grant Program.

Section 3: This Ordinance shall become effective upon passage thereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2020.**

**PETE SAENZ,
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
KRISTINA L. HALE
CITY ATTORNEY**

**BY: RICARDO BENAVIDEZ, III
ASSISTANT CITY ATTORNEY**



Fund for Veterans' Assistance

Helping Veterans Start Here

Notice of Grant Award

NOGA

AWARD INFORMATION

Grant ID:

GT-FVA20-014

Grantee Organization:

City of Laredo

Award Issue Date:

7/1/2020

AWARDING AGENCY

Grantor Organization:

Texas Veterans Commission

AWARD DETAILS

Grant Period Start Date:

7/1/2020

Grant Period End Date:

6/30/2021

AWARD AMOUNT

Total Awarded Amount:

\$50,000.00

Terms And Conditions

Description

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

AUTHORIZATION

Authorized Representative Name:

Jose Castillo

Authorized Representative Title:

Signature Authority

Authorized Representative Signature:



City Council-Regular

6.

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Frank's Sisters Rentals
INC/Viviana Frank,
Owner/Applicant and Rebecca
Geissler, Representative.

Prior Action: None.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 3, 4, & 5, Block 1215, Eastern Division, located at 2111 & 2115 Chihuahua St., from R-O (Residential/Office District) to B-3 (Community Business District); providing for publication and effective date.

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

ZC-45-2020
District III

BACKGROUND:

Council District: III – The Honorable Mercurio Martinez III

Proposed use: Child Daycare

Site: One Lot is currently vacant and the second Lot has a residential dwelling.

Surrounding land uses: North of the property is a commercial retail center. West of the property is also commercial retail center. East of the property is a single family residence. South of the property are single family residences.

Comprehensive Plan: The Future Land Use Map recognizes this area as Downtown Mixed-Use.
<http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua St. as a Industrial Collector. The Plan also identifies North Malinche Ave., as a Major Collector, west of the property and North Bartlett Ave., as a Major Collector, east of the property.
http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 25

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change does not conform with the future land use of The Comprehensive Plan's designation of this area is Downtown Mixed-Use, however, is compatible with the mixed uses in the area.
2. The proposed Child Day Care use, is also a permitted use in a B-1 zoning district.
3. The proposed district complies with the B-3 zoning district requirements, as per Section 24-77 Dimensional Standards.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 8 to 0 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 is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan for the City of Laredo. 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. Uses along Chihuahua St. are mixed uses in nature. There is a commercial corridor along Chihuahua St.

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

No. There are B-3 districts, across Chihuahua St., north of the property and across Bartlett Ave., east of the property.

Will change adversely influence living conditions in the neighborhood?

No. The uses in the area are mixed uses in nature. The proposed use will bring more traffic, and noise as any new development will, to the area.

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

Yes, even though, the existing R-O district allows a registered child care, it has a limitation of 12 children or less. The property owner wants to remove this limitation and is requesting a B-3 district; however a child day care (13 or more) is allowed in a B-1 zoning district.

Attachments

Ordinance 2020-O
Color Maps-ZC-45-2020

ORDINANCE NO. 2020-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 3, 4 & 5, BLOCK 1215, EASTERN DIVISION, LOCATED AT 2111 & 2115 CHIHUAHUA ST., FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lots 3, 4, & 5, Block 1215, Eastern Division, located at 2111 & 2115 Chihuahua St., from R-O (Residential/Office District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 18, 2020; 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 July 27, 2020, 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 3, 4, & 5, Block 1215, Eastern Division, located at 2111 & 2115 Chihuahua St., from R-O (Residential/Office District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

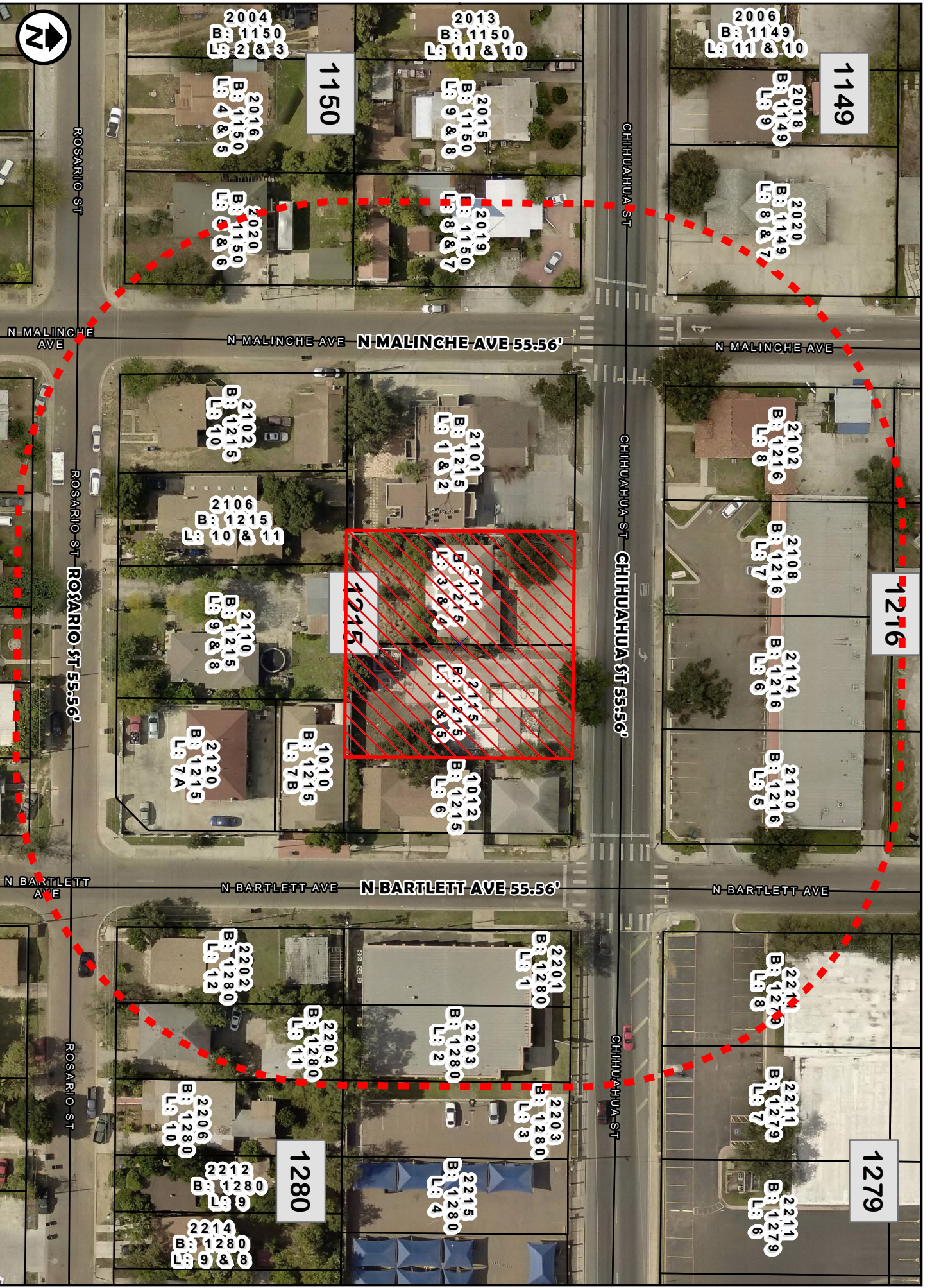
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

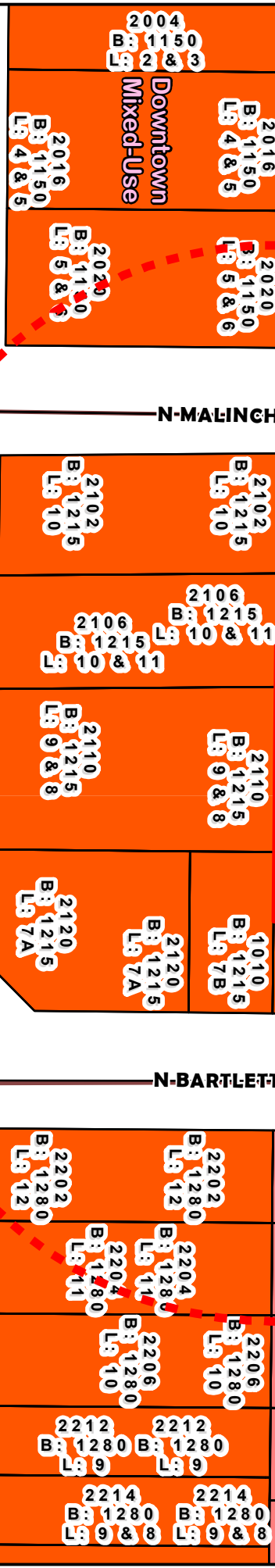
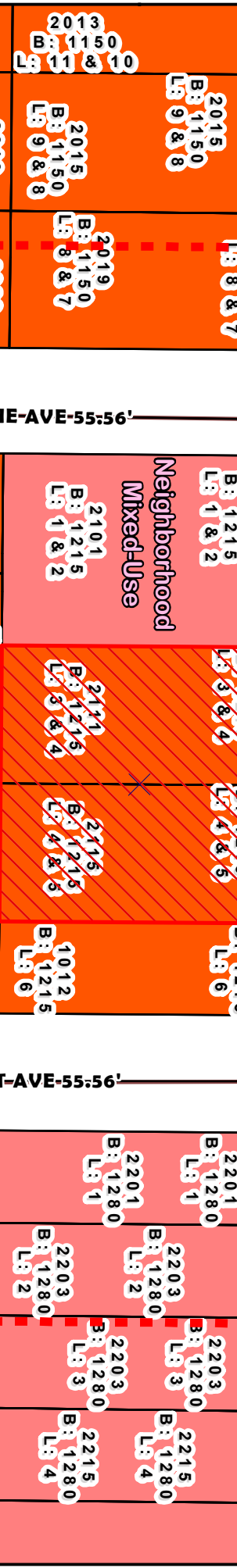
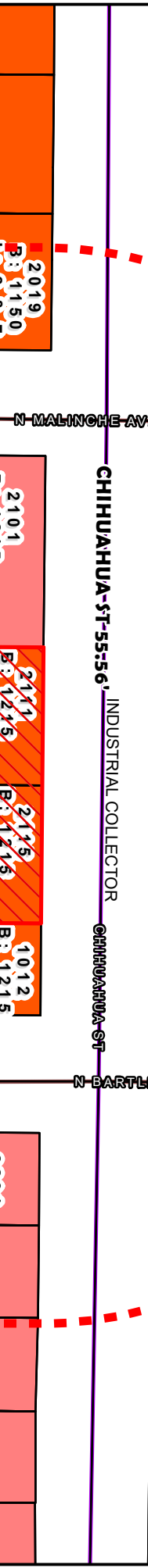
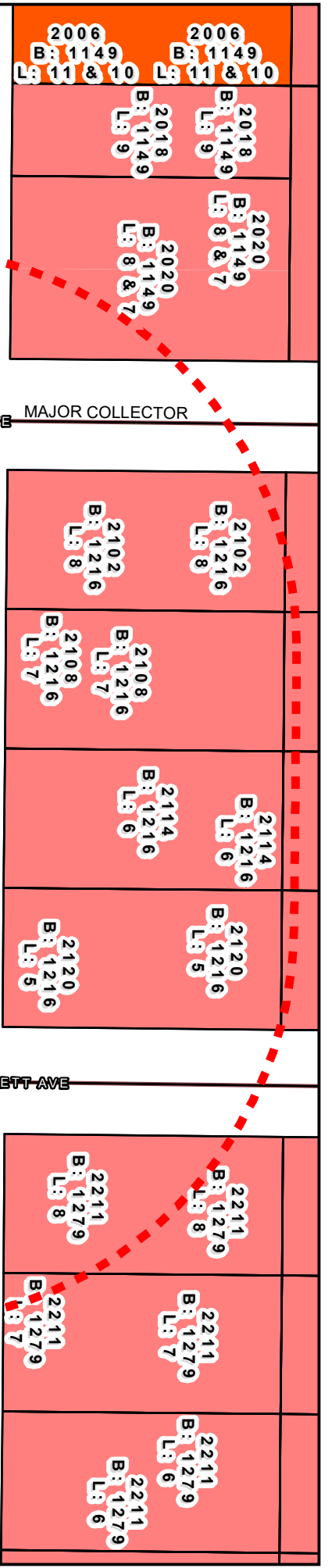
KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 75 feet

ZC-45-2020
COUNCIL DISTRICT 3
2111 & 2115 CHIHUAHUA ST.

APPLICATION FOR
RO (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



FUTURE LANDUSE MAP
 1 inch = 75 feet
COUNCIL DISTRICT 3
 2111 & 2115 CHIHUAHUA ST.
APPLICATION FOR
 RO (RESIDENTIAL/OFFICE DISTRICT)
 B-3 (COMMUNITY BUSINESS DISTRICT)

City Council-Regular

7.

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Francisco and Veronica Fanell,
Property Owner(s)/Applicant(s),
and Margie Coronado,
Representative.

Prior Action: None.

SUBJECT:

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 1345, Eastern Division, located at 2302 Rosario St., from R-O (Residential/Office District) to R-3 (Mixed Residential District); providing for publication and effective date.

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

ZC-46-2020
District III

BACKGROUND:

Council District: III – The Honorable Mercurio Martinez III

Proposed use: multi-family residential complex.

Surrounding land uses: North of the property there is a vacant lot. East and west of the property there are single family residences. South of the property, across Rosario St, there are more single family residences.

Comprehensive Plan: The Future Land Use Map recognizes this area as Downtown Mixed Use.
Re: <http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>
Land Use Patterns pages 1.13 through 1.16.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Rosario St. or Martin Ave., east of the property or N Jarvis, west of the property.

Letters sent to surrounding property owners: 21

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the zone change for the following reasons:

1. The proposed use is in conformance with the Future Land Use Map of the Comprehensive Plan designation for this area as Downtown Mixed-Use (that includes R3,district).
2. The proposed R-3 zoning, will introduce uses less intense than the uses allowed by right in the current R-O district.
3. The proposed use is compatible with the current uses in the area, mostly residential and it complies with the R-3 district requirements as per Section 24-77 Dimensional Standards.

P&Z RECOMMENDATION:

The P & Z Commission, in a 8 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION:

Staff supports the proposed zone change.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, there are a mix of uses in the area.

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

Yes, there is no R-3 district in the proximity of this area. This is a down zone request.

Will this change adversely influence living conditions in the neighborhood? No, but the proposed use will bring more traffic and noise into the residential neighborhood.

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

No, the existing R-O (Residential/Office District) allows multi-family residential use. However the property owner wishes to built a separate multi-family complex.

Attachments

2020-O-
Color Maps-ZC-46-2020

ORDINANCE NO. 2020-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 8, BLOCK 1345, EASTERN DIVISION, LOCATED AT 2302 ROSARIO ST., FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 8, Block 1345, Eastern Division, located at 2302 Rosario St., from R-O (Residential/Office District) to R-3 (Mixed Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 18, 2020; 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 July 27, 2020, 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 8, Block 1345, Eastern Division, located at 2302 Rosario St., from R-O (Residential/Office District) to R-3 (Mixed Residential District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

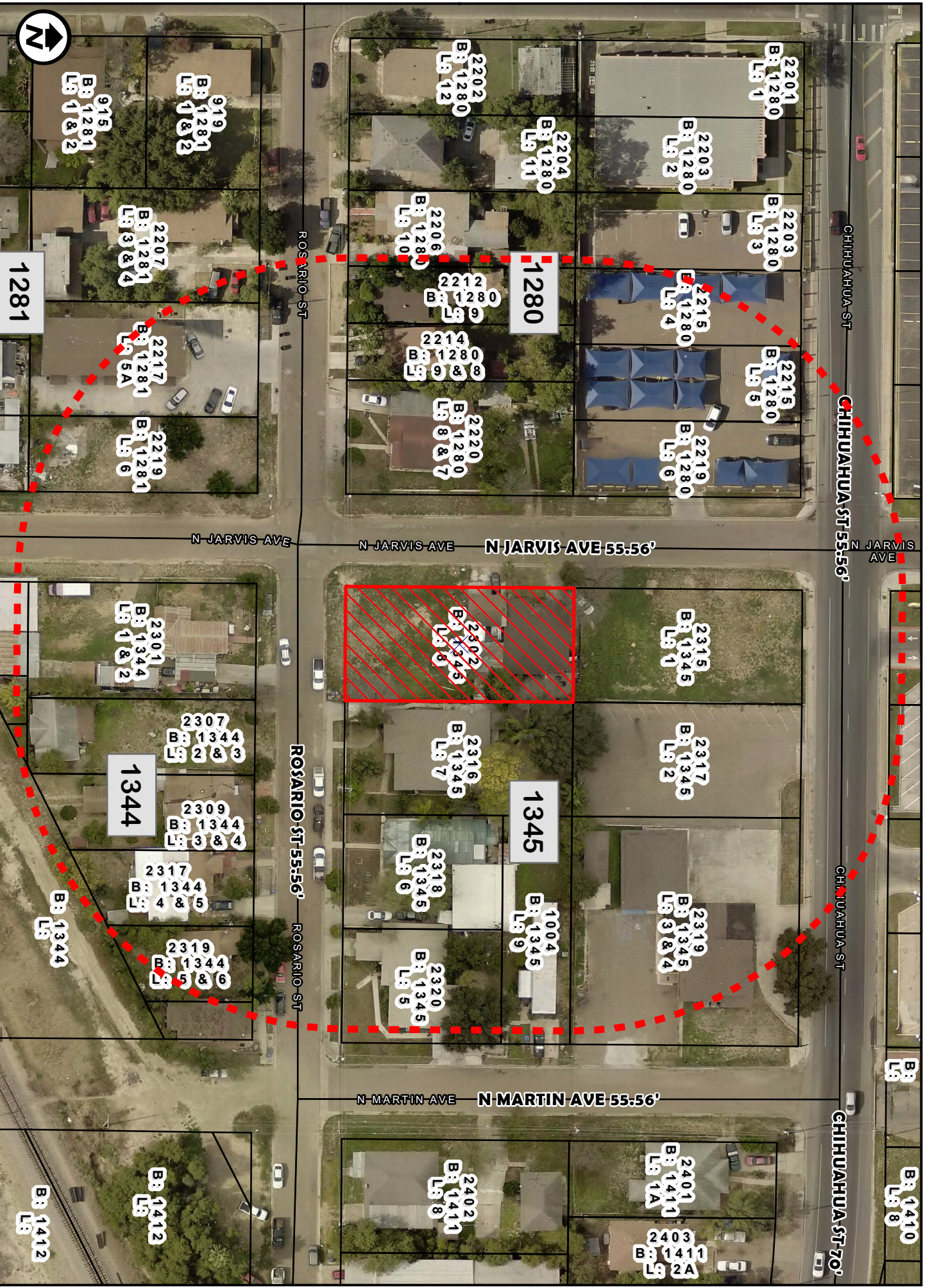
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
 ZC-46-2020
 COUNCIL DISTRICT 3
 2302 ROSARIO

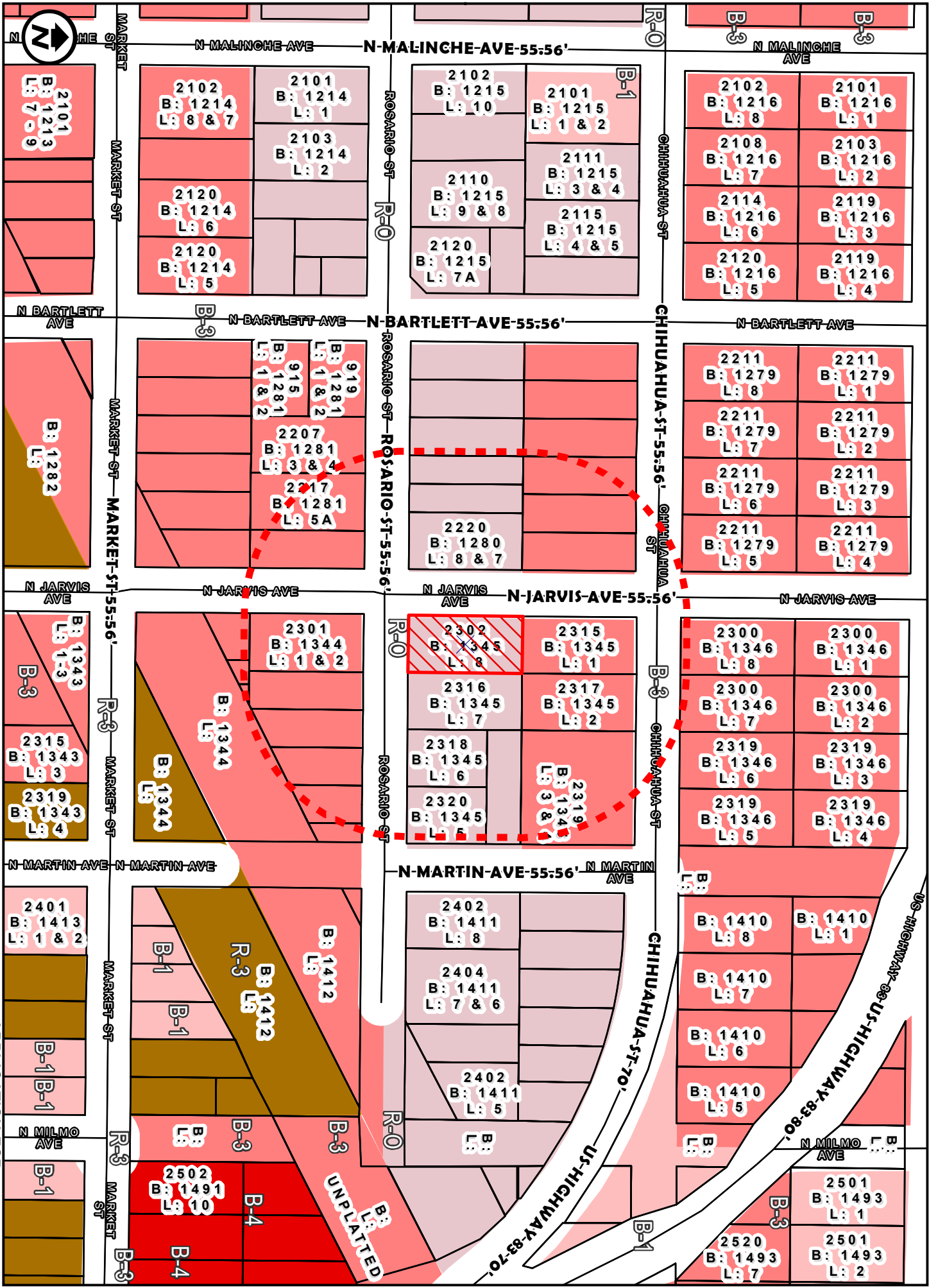
APPLICATION FOR
 RO (RESIDENTIAL/OFFICE DISTRICT)
 R3 (MIXED RESIDENTIAL DISTRICT)

1 inch = 75 feet

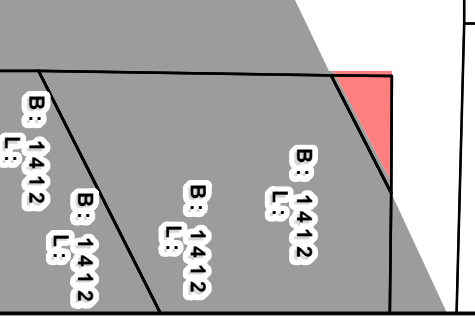
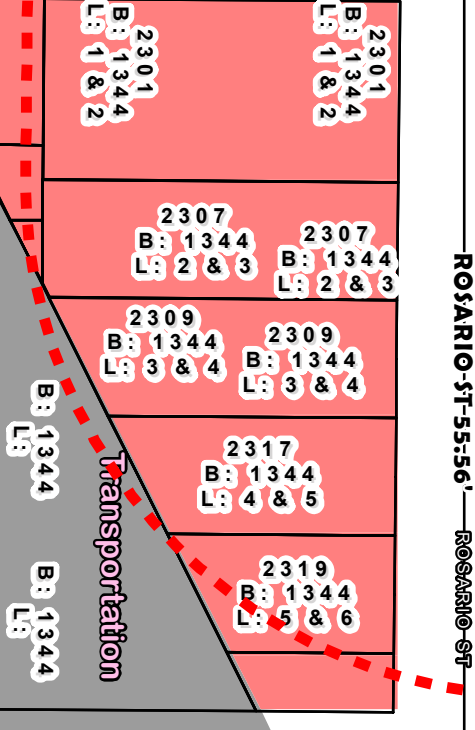
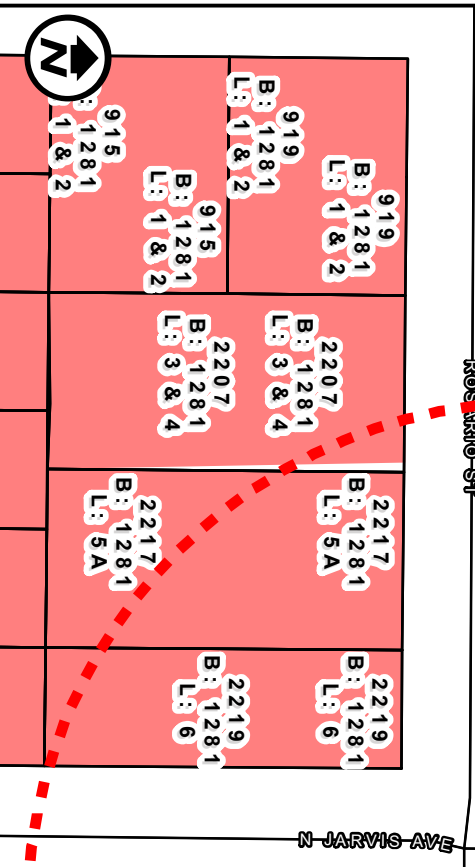
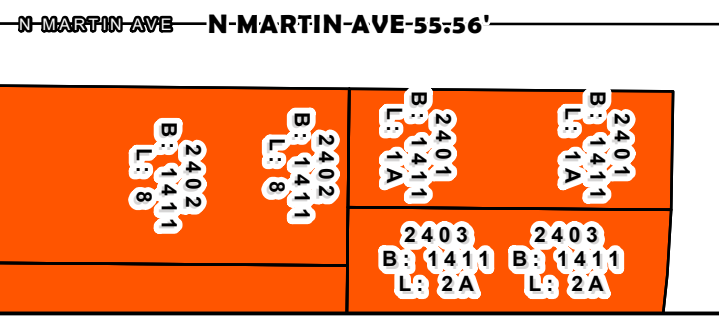
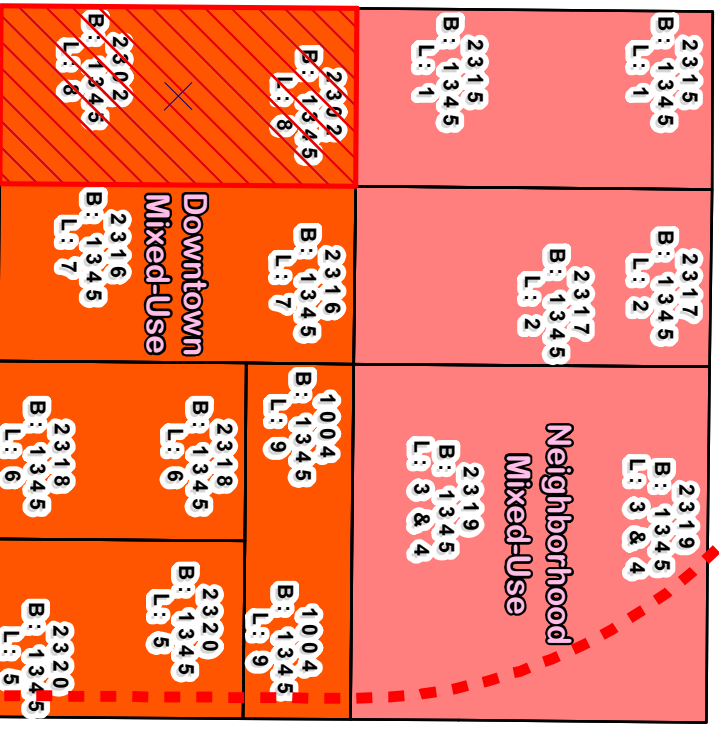
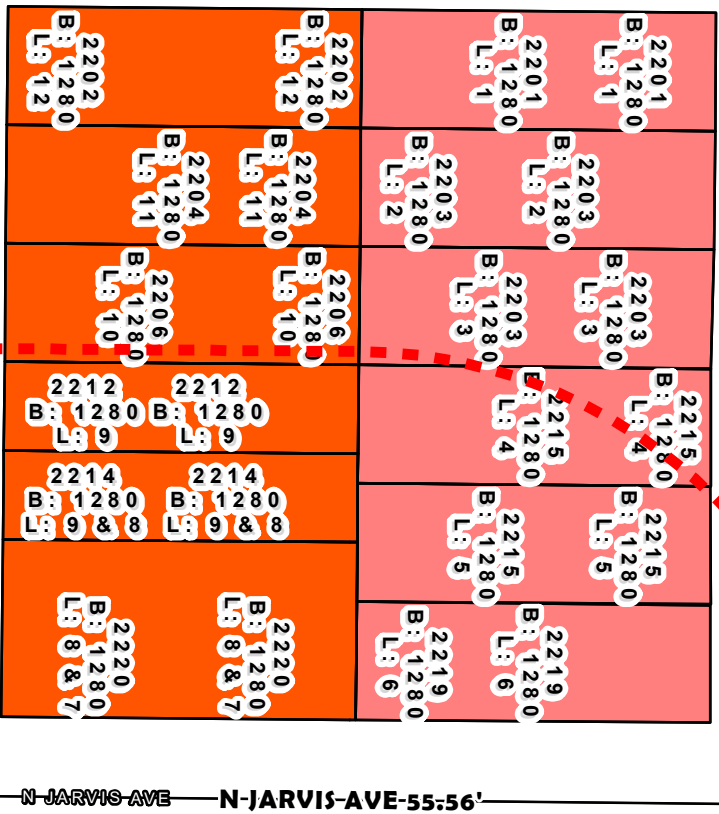
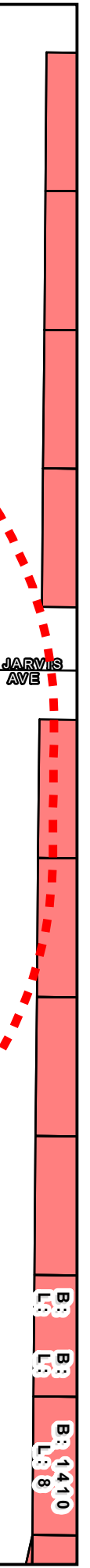
ZONING OVERVIEW
 ZC-46-2020
 COUNCIL DISTRICT 3
 2302 ROSARIO

APPLICATION FOR
 RO (RESIDENTIAL/OFFICE DISTRICT)
 R3 (MIXED RESIDENTIAL DISTRICT)

1 inch = 150 feet



CHIHUAHUA ST CHIHUAHUA ST-55-56' CHIHUAHUA ST CHIHUAHUA ST-70'



FUTURE LANDUSE MAP ZC-46-2020 COUNCIL DISTRICT 3 2302 ROSARIO

RO (RESIDENTIAL/OFFICE DISTRICT) R3 (MIXED RESIDENTIAL DISTRICT)

APPLICATION FOR

1 inch = 75 feet

City Council-Regular

8.

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: South Texas Restaurant
Investments/Thomas D. Hill,
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 Lot 1, Block 1, International Commercial Plat, located at 1302 International Blvd., from B-1 (Limited Business District) to B-3 (Community Business District); providing for publication and effective date.

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

ZC-44-2020 District VI

BACKGROUND:

Council District: VI – The Honorable Dr. Marte Martinez

Proposed use: Car wash

Site: The site is currently former Sonic (restaurant).

Surrounding land uses: North of the property are a water tank. East of the property are single family residences. South of the property is International Blvd. and West of the property is McPherson Rd.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.(that includes a B-3).

<http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>

Transportation Plan: The Long Range Thoroughfare Plan identifies International Blvd., as a Major Collector and McPherson Rd., as a Major Arterial.

http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 25

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change conforms with the future land use of The Comprehensive Plan's designation of this area is Neighborhood Mixed Use (that includes a B-3 zoning district).
2. The proposed use is compatible with the surrounding mixed uses in the area. The proposed district complies with the B-3 requirements, as per Section 24-77 Dimensional Standards.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 8 to 0 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 is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan for the City of Laredo. 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. The existing uses along this area, are mixed uses, in nature.

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

No. There is a B-3 district across International Blvd., south of the property.

Will change adversely influence living conditions in the neighborhood?

No. The uses in the area are already mixed uses in nature. The new project will introduce more traffic as any new development would.

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

Yes, the existing B-1 does not allow the proposed use (car wash). The property owner wants to introduce this use at this specific location.

Attachments

Ordinance 2020-O-

Color Maps - ZC-44-2020

Exhibit A - ZC-44-2020

International Commercial Plat

ORDINANCE NO. 2020-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, INTERNATIONAL COMMERCIAL PLAT, LOCATED AT 1302 INTERNATIONAL BLVD., FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 1, International Commercial Plat, located at 1302 International Blvd., from B-1 (Limited Business District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 18, 2020; 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 July 27, 2020, 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, International Commercial Plat, located at 1302 International Blvd., from B-1 (Limited Business District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

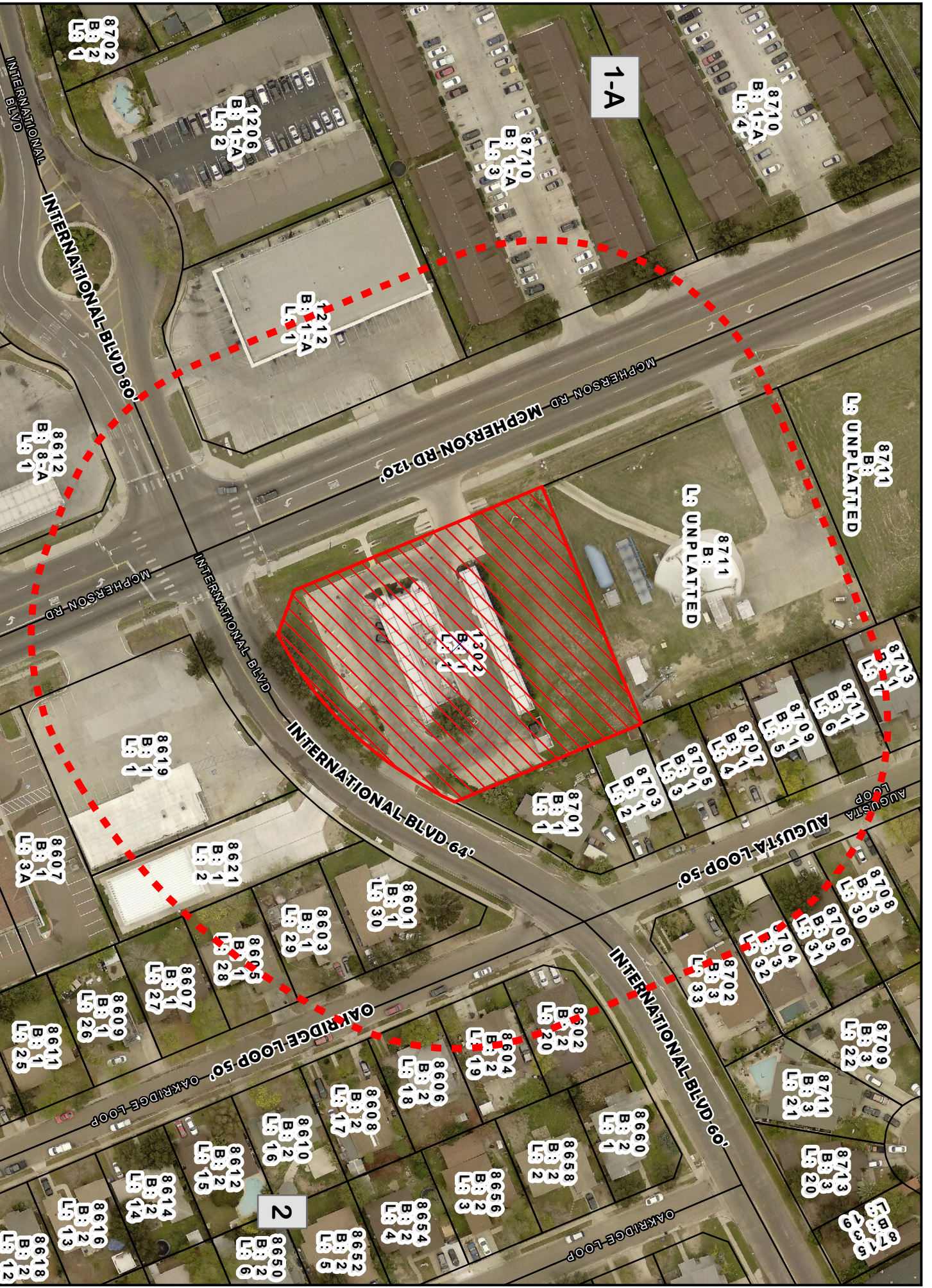
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

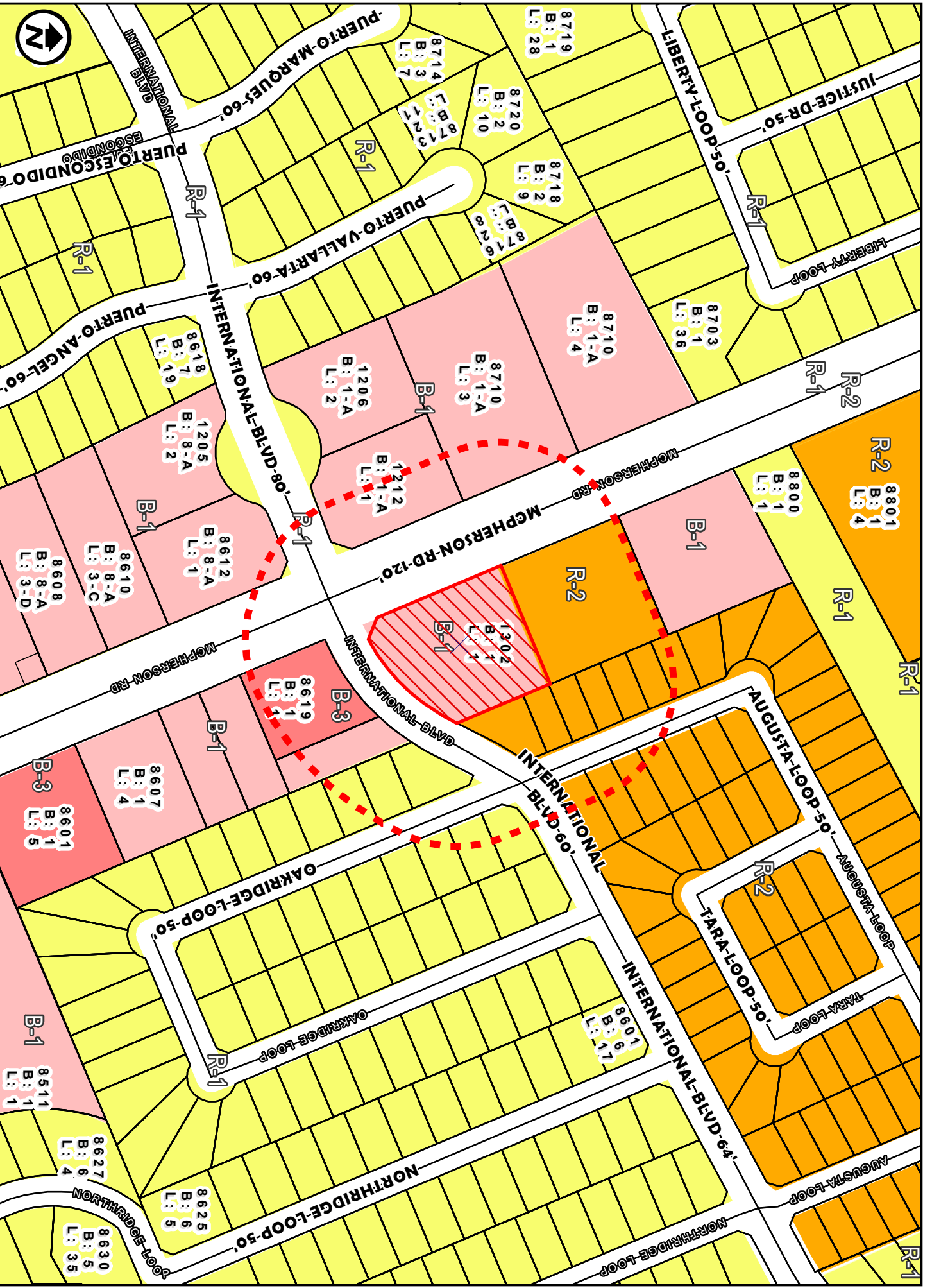
KRISTINA K. LAUREL HALE
CITY ATTORNEY



1-A

2

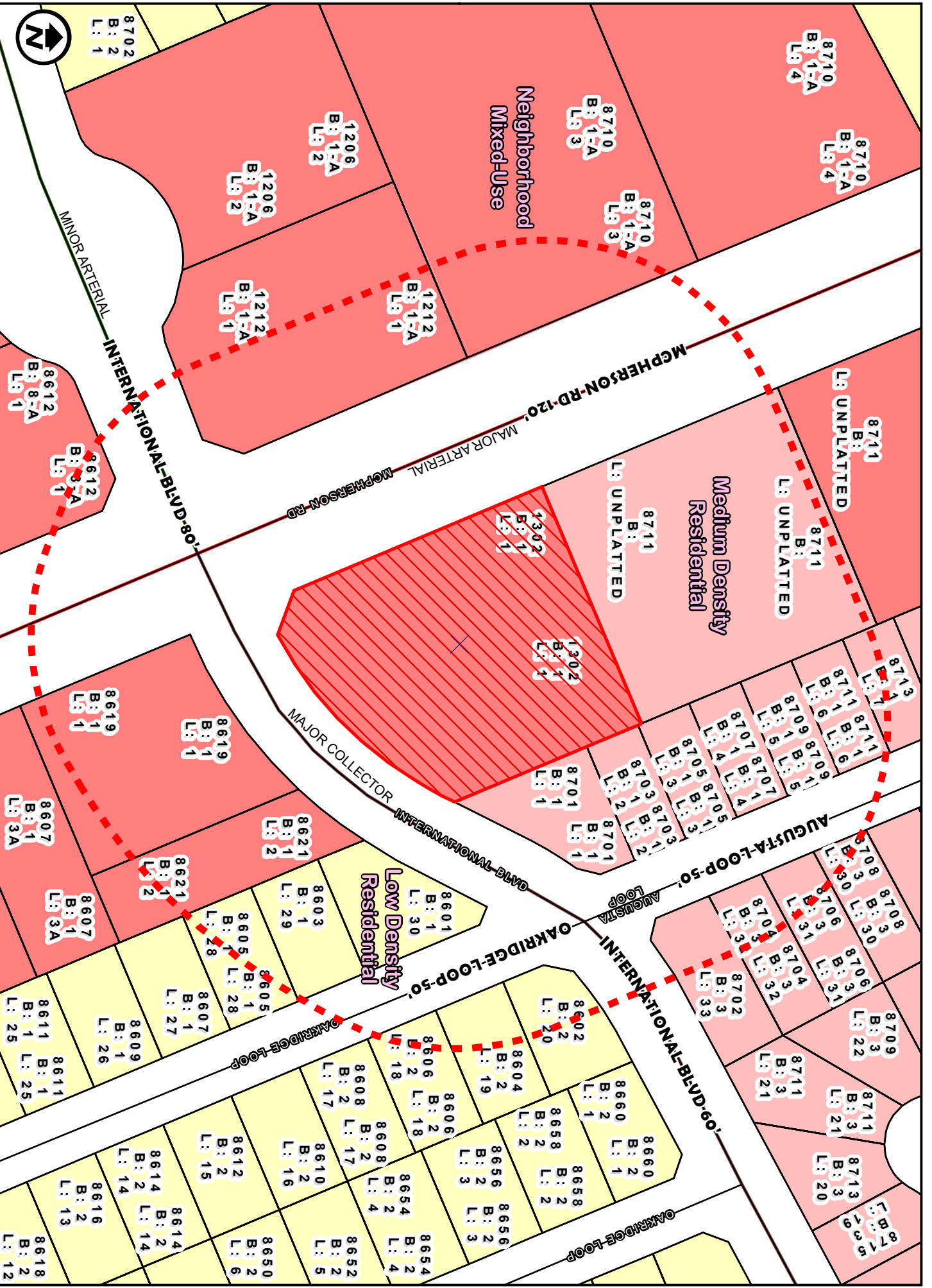
AREAL MAP
1 Inch = 100 Feet
ZC-44-2020
COUNCIL DISTRICT 6
1302 INTERNATIONAL BLVD.
APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



ZONING OVERVIEW
1 inch = 200 feet

ZC-44-2020
COUNCIL DISTRICT 6
1302 INTERNATIONAL BLVD.

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



FUTURE LANDUSE MAP
1 inch = 100 feet

ZC-44-2020
COUNCIL DISTRICT 6
1302 INTERNATIONAL BLVD.
APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Jeffrey Miller, Airport Director

SUBJECT

Authorizing the City Manager to execute a lease agreement between City of Laredo, as LESSOR, and General Services Administration (GSA), as LESSEE, for approximately 1,533 square feet constituting office space occupied by the Transportation Security Administration (TSA) located at 5210 Bob Bullock Loop at the Laredo International Airport. The monthly rent shall be \$5,327.18 and will be adjusted annually according to changes in the Consumer Price Index (CPI). The term shall be for three (3) years commencing on November 18, 2020 and ending on November 17, 2023.

PREVIOUS COUNCIL ACTION

Ordinance # 2018-O-182 dated December 3, 2018

BACKGROUND

General Services Administration is presently leasing approximately 1,533 square feet of office space occupied by the Transportation Security Administration (TSA). This is located at 5210 Bob Bullock Loop at the Laredo International Airport. The current lease agreement GS-07B-15259 expires November 17, 2020.

The proposed lease agreement shall be for a term of three (3) years commencing on November 18, 2020 and ending on November 17, 2023.

The leased area is to be used and occupied solely for the purpose of office space, airport safety, and security related use and no other use of the leased area is permitted.

Monthly rent shall be \$5,327.18 and will be adjusted annually according to changes in the Consumer Price Index (CPI).

COMMITTEE RECOMMENDATION

This item was recommended for approval by the Airport Advisory Board on July 8, 2020.

STAFF RECOMMENDATION

Approval of ordinance.

Fiscal Impact

Fiscal Year: 2021
Budgeted Y/N?: N/A
Source of Funds: RENTAL REVENUES
Account #: 242-0000-361-1086
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Aeronautical Building Rent
242-0000-361-1086
Monthly Rent \$5,327.18
Yearly Rent \$63,926.10

Attachments

Ordinance
Agreement

ORDINANCE NO. 2020-O-XXX

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN CITY OF LAREDO, AS LESSOR, AND GENERAL SERVICES ADMINISTRATION (GSA), AS LESSEE, FOR APPROXIMATELY 1,533 SQUARE FEET CONSTITUTING OFFICE SPACE OCCUPIED BY THE TRANSPORTATION SECURITY ADMINISTRATION (TSA) LOCATED AT 5210 BOB BULLOCK LOOP AT THE LAREDO INTERNATIONAL AIRPORT. THE MONTHLY RENT SHALL BE \$5,327.18 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI). THE TERM SHALL BE FOR THREE (3) YEARS COMMENCING ON NOVEMBER 18, 2020 AND ENDING ON NOVEMBER 17, 2023.

WHEREAS, the Airport Director recommends that the Mayor and City Council to Authorizing the City Manager to execute a lease agreement between City of Laredo, as LESSOR, and General Services Administration (GSA), as LESSEE, for approximately 1,533 square feet constituting office space occupied by the Transportation Security Administration (TSA) located at 5210 Bob Bullock Loop at the Laredo International Airport. The monthly rent shall be \$5,327.18 and will be adjusted annually according to changes in the Consumer Price Index (CPI). The term shall be for three (3) years commencing on November 18, 2020 and ending on November 17, 2023;

WHEREAS, the Airport Advisory Board finds the said lease agreement is in the best interest of the Airport and recommends that the Mayor and City Council approve the lease agreement; and

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director and of the Airport Advisory Board agrees with same.

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

Section 1: The Mayor and City Council be hereby authorize the City Manager to execute a lease agreement between City of Laredo, as LESSOR, and General Services Administration (GSA), as LESSEE, for approximately 1,533 square feet constituting office space occupied by the Transportation Security Administration (TSA) located at 5210 Bob Bullock Loop at the Laredo International Airport. The monthly rent shall be \$5,327.18 and will be adjusted annually according to changes in the Consumer Price

Index (CPI). The term shall be for three (3) years commencing on November 18, 2020 and ending on November 17, 2023.

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 _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

BY: _____
JOSA A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA L. HALE
CITY ATTORNEY

LEASE NO. GS-07P-LTX00942

On-Airport Lease
GSA FORM L201D (February 2020)

This Lease is made and entered into between

City of Laredo

(Lessor), whose principal place of business is 5210 Bob Bullock Loop Unit 1 Laredo, Texas 78041-8801, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**5210 Bob Bullock Loop
Laredo, Texas 78041-8801**

and more fully described in Section 1 and Exhibit **A**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning **November 18, 2020** or upon acceptance of the Premises as required by this Lease and continuing for a period of **three (3) years, three (3) year firm term**, subject to termination rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS	3
1.01 THE PREMISES (SEP 2015).....	3
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013).....	3
1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2019).....	3
1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013).....	4
1.05 RENEWAL RIGHTS (OCT 2016).....	4
1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2019).....	4
1.07 OPERATING COST BASE (OCT 2016).....	4
1.08 LESSOR'S DUNS NUMBER (OCT 2017).....	4
 SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS	 5
2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016).....	5
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016).....	5
2.03 WAIVER OF RESTORATION (OCT 2018).....	6
2.04 OPERATING COSTS ADJUSTMENT (JUN 2012).....	6
2.05 RELOCATION RIGHTS (JUN 2012).....	6
2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012).....	6
2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015).....	6
2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012).....	7
2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020).....	7
2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011).....	7
 SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS	 8
3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013).....	8
3.02 MEANS OF EGRESS (MAY 2015).....	8
3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013).....	8
3.04 FIRE ALARM SYSTEM (SEP 2013).....	8
3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011).....	9
3.06 ACCESSIBILITY (FEB 2007).....	9
3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011).....	9
3.08 RESTROOMS (ON-AIRPORT) (JUN 2012).....	9
3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011).....	9
3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013).....	9
 SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM	 10
4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2013).....	10
4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013).....	10
4.04 RECYCLING (ON-AIRPORT) (JUN 2012).....	10
4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013).....	10
4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020).....	10
4.07 INDOOR AIR QUALITY (OCT 2019).....	11
4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2018).....	12
4.09 OCCUPANT EMERGENCY PLANS (SEP 2013).....	12
 SECTION 5 ADDITIONAL TERMS AND CONDITIONS	 13

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: **1,533** rentable square feet (RSF), yielding **1,533** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **2nd** floor as depicted on the floor plan attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **a factor of 1**. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **Parking is provided as depicted in Exhibit B.**

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2019)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 3	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$58,851.87	\$38.39
Operating Costs	\$5,074.23	\$3.31
Full Service Rate	\$63,926.10	\$41.70

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. INTENTIONALLY DELETED

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"

2. INTENTIONALLY DELETED

3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **30** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. INTENTIONALLY DELETED

1.05 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2019)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
Parking Plan(s)	1	B
GSA Form 3517B, General Clauses	17	C
Covered Telecommunications Equipment or Services Representation	2	D

1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$3.31** per RSF.

1.08 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: **024392784**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located .
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.05 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the .

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, <https://www.sam.gov/SAM/> prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2013)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- | | | | | |
|--|--|--|---|--|
| <input checked="" type="checkbox"/> HEAT | <input type="checkbox"/> TRASH REMOVAL | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency _____ | <input type="checkbox"/> PAINTING FREQUENCY | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> RESTROOM SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Space _____ | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>Yearly</u> | Public Areas _____ | |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **4:00 AM to 12:00 PM**,

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

- a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
 - b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.
2. Dissemination of CUI building information:
- a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
 - b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
- a. The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
 - b. The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
 - c. Contact information for the named individual; and
 - d. A description of the CUI building information provided.

Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2018)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

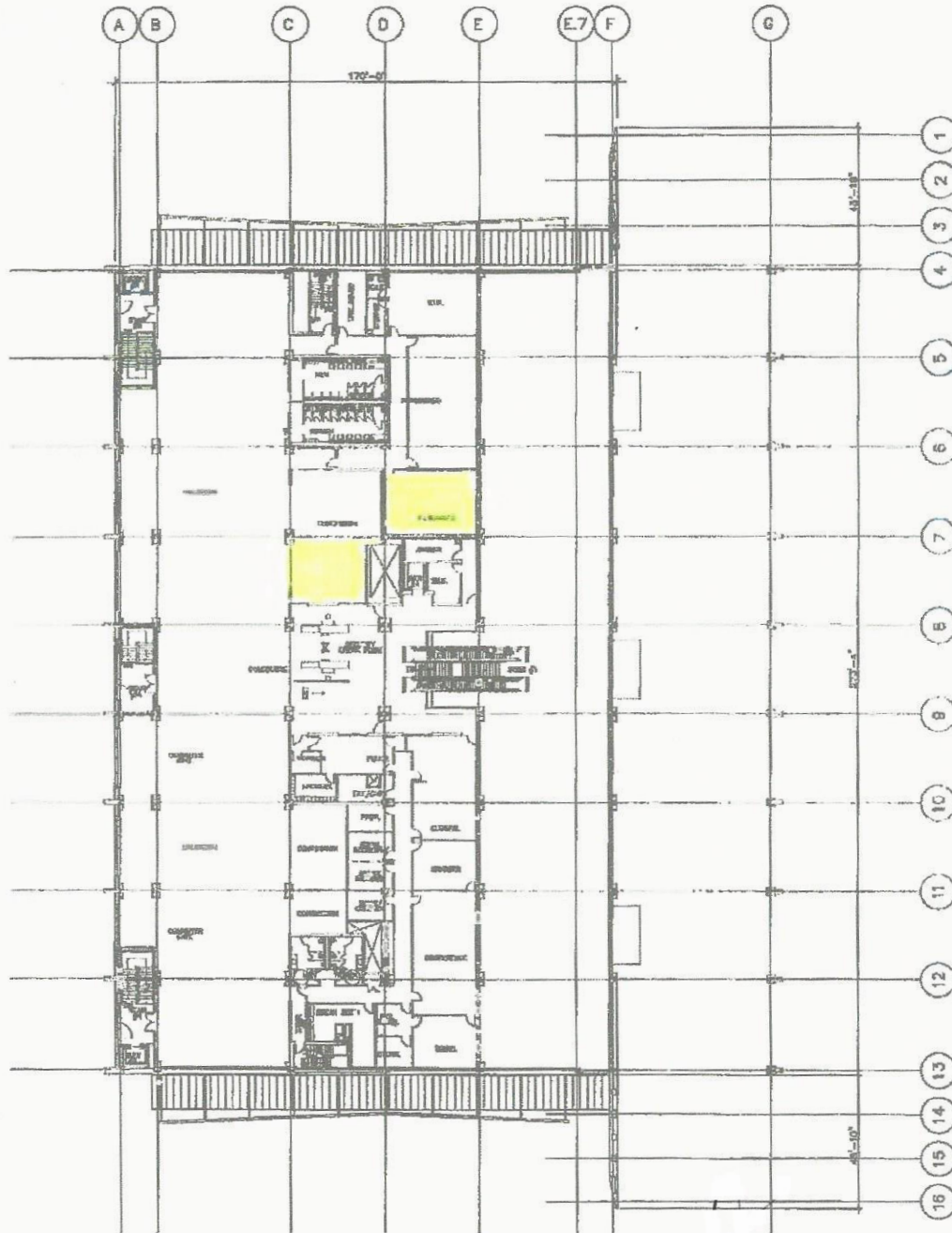
4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (SEP 2013)

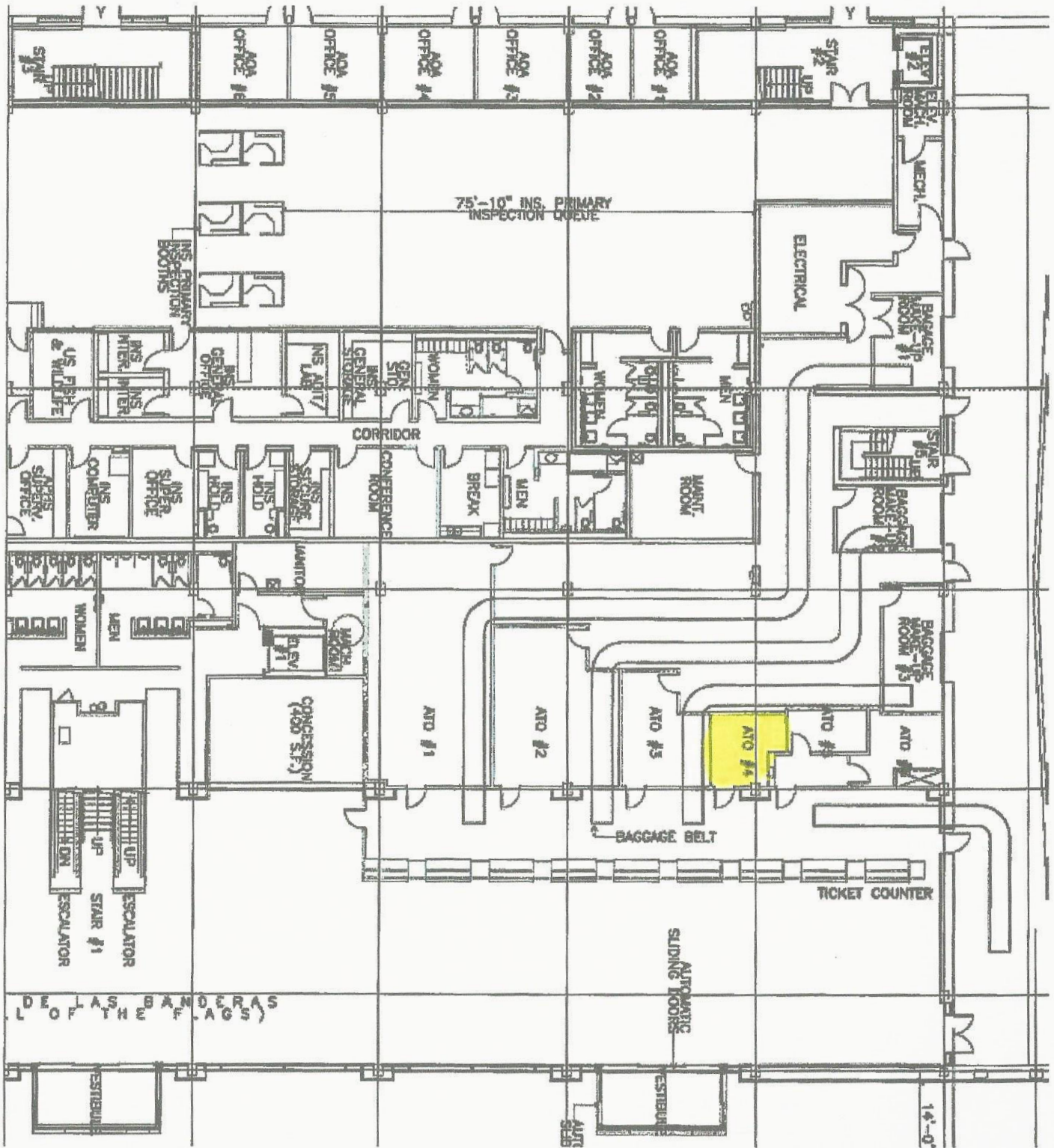
The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

Exhibit "A"



LESSOR: _____ GOVERNMENT, _____

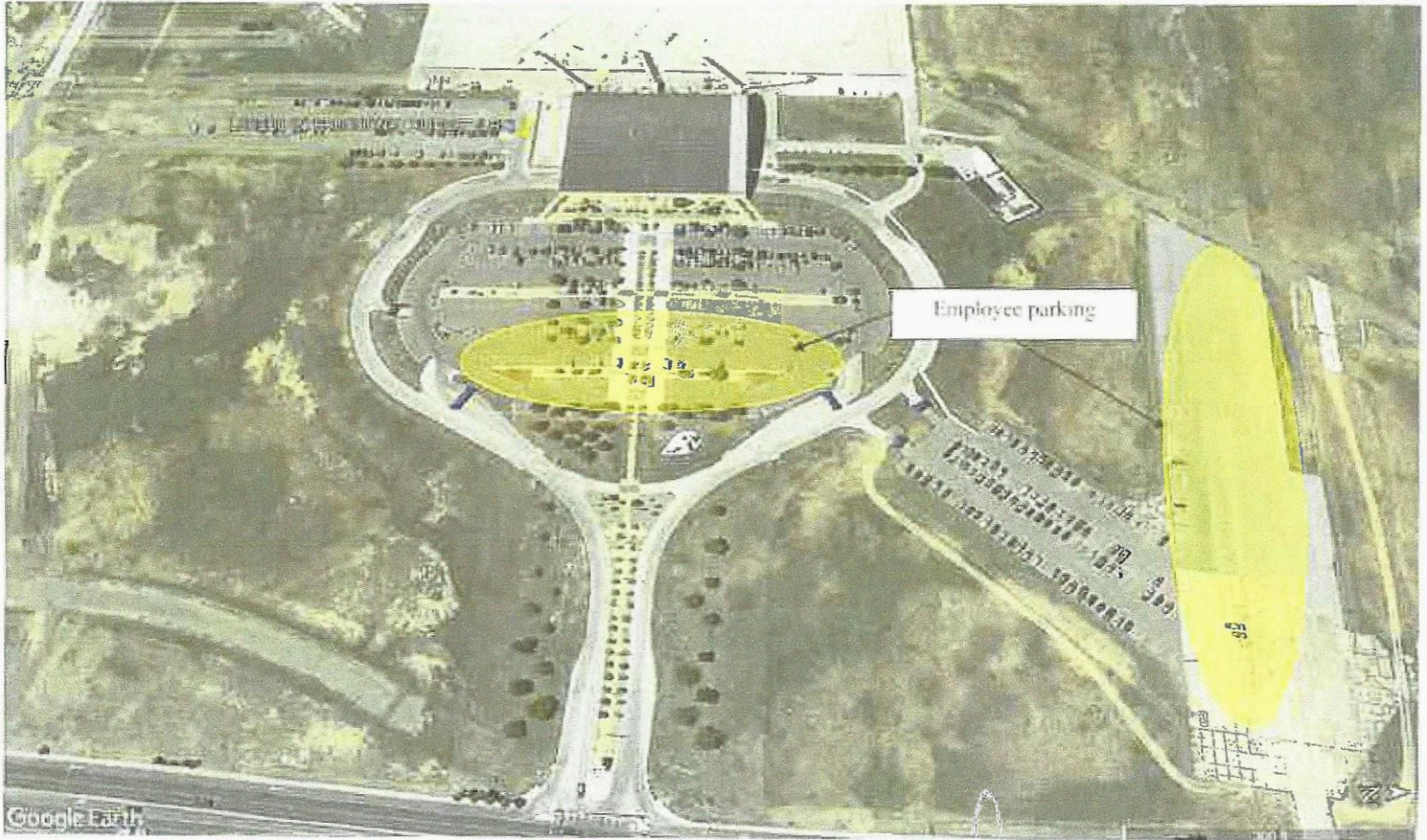


Lessor _____

Government _____



Exhibit "B"



LESSOR: _____

GOVERNMENT: _____

EXHIBIT C

**GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	552.270-33	SYSTEM FOR AWARD MANAGEMENT - LEASING
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

LESSOR: _____ GOVERNMENT: _____

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS
OTHER	47	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	48	552.204-70	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	49	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _____ GOVERNMENT: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

LESSOR: _____ GOVERNMENT: _____

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

LESSOR: _____ GOVERNMENT: _____

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first

LESSOR: _____ GOVERNMENT: _____

business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

LESSOR: _____ GOVERNMENT: _____

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

LESSOR: _____ GOVERNMENT: _____

- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date*—

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

LESSOR: _____ GOVERNMENT: _____

- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

LESSOR: _____ GOVERNMENT: _____

- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

LESSOR: _____ GOVERNMENT: _____

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Obtain from

LESSOR: _____ GOVERNMENT: _____

Poster(s)

GSA Office of Inspector General "FRAUDNET HOTLINE

Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)
This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)

This clause is incorporated by reference.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

LESSOR: _____ GOVERNMENT: _____

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

- (a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)
This clause is incorporated by reference.

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)

(Applicable if over \$750,000 total contract value.)

This clause is incorporated by reference.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) ALTERNATE III (JAN 2017)

(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)

(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.

47. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

LESSOR: _____ GOVERNMENT: _____

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

48. 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause-

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it [] will or [] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

LESSOR: _____ GOVERNMENT: _____

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

49. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision- "Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.*

The Offeror represents that—

LESSOR: _____ GOVERNMENT: _____

it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer--

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

LESSOR: _____ GOVERNMENT: _____

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Jeffrey Miller, Airport Director

SUBJECT

Authorizing the City Manager to execute an amendment to a lease agreement between the City of Laredo, as LESSOR, and Laredo Aero Center, Inc. dba Signature Flight Support, as LESSEE, to amend section 1.05 titled, TERM OF LEASEHOLD, by adding to the current lease end term of May 31, 2021 two options to extend the lease term until May 31, 2026 and until June 30, 2030; and to amend Section 1.06 RENTAL OBLIGATION AND MODE OF PAYMENT by adding adjustment of rental value based on appraised fair market value of the leased premises on anniversary date in 2021 and 2026; in support of the existing Fixed Based Operator license and match the license term ending date. All other terms and conditions remain unchanged and in effect.

PREVIOUS COUNCIL ACTION

Ordinance No. 2006-O-133 dated June 19, 2006

BACKGROUND

Laredo Aero Center, Inc. dba Signature Flight Support is a current tenant in good standing. Tenant currently leases various Airport facilities to provide fueling services for commercial passenger airlines, private aircraft, and air cargo airlines.

Lessee will use the premises for the purpose of storage and dispensing of aviation fuel for aircraft; no other use is permitted.

COMMITTEE RECOMMENDATION

This item was recommended for approval by the Airport Advisory Board on July 8, 2020.

STAFF RECOMMENDATION

Approval of this ordinance.

Fiscal Impact

Fiscal Year:

2020

Bugeted Y/N?: N/A

Source of Funds: N/A

Account #: N/A

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

Attachments

Ordinance

Amendment

ORDINANCE NO. 2020-O-XXX

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND LAREDO AERO CENTER, INC. DBA SIGNATURE FLIGHT SUPPORT, AS LESSEE, TO AMEND SECTION 1.05 TITLED, TERM OF LEASEHOLD, BY ADDING TO THE CURRENT LEASE END TERM OF MAY 31, 2021 TWO OPTIONS TO EXTEND THE LEASE TERM UNTIL MAY 31, 2026 AND UNTIL JUNE 30, 2030; AND TO AMEND SECTION 1.06 RENTAL OBLIGATION AND MODE OF PAYMENT BY ADDING ADJUSTMENT OF RENTAL VALUE BASED ON APPRAISED FAIR MARKET VALUE OF THE LEASED PREMISES ON ANNIVERSARY DATE IN 2021 AND 2026; IN SUPPORT OF THE EXISTING FIXED BASED OPERATOR LICENSE AND MATCH THE LICENSE TERM ENDING DATE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.

WHEREAS, the Airport Director recommends that the Mayor and City Council to authorize the City Manager to execute an amendment to lease agreement between the City of Laredo, as LESSOR, and Laredo Aero Center, Inc. dba Signature Flight Support, as LESSEE, to amend section 1.05 titled, TERM OF LEASEHOLD, by adding to the current lease end term of May 31, 2021 two options to extend the lease term until May 31, 2026 and until June 30, 2030; and to amend Section 1.06 RENTAL OBLIGATION AND MODE OF PAYMENT by adding adjustment of rental value based on appraised fair market value of the leased premises on anniversary date in 2021 and 2026; in support of the existing Fixed Based Operator license and match the license term ending date. All other terms and conditions remain unchanged and in effect;

WHEREAS, the Airport Advisory Board finds the said lease agreement is in the best interest of the Airport and recommends that the Mayor and City Council approve the lease agreement; and

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director and of the Airport Advisory Board agrees with same.

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

Section 1: The Mayor and City Council be hereby authorize the City Manager to execute an amendment to lease agreement between the City of Laredo, as LESSOR, and Laredo Aero Center, Inc. dba Signature Flight Support, as LESSEE, to amend section 1.05 titled, TERM OF LEASEHOLD, by adding to the current lease end term of May 31, 2021 two options to extend the lease term until May 31, 2026 and until June 30, 2030; and to amend Section 1.06 RENTAL OBLIGATION AND MODE OF PAYMENT by adding adjustment of rental value based on appraised fair market value of the leased premises on anniversary date in 2021 and 2026; in support of the existing Fixed Based Operator license and match the license term ending date. All other terms and conditions remain unchanged and in 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 _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

BY: _____
JOSA A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA L. HALE
CITY ATTORNEY

NOTE: This agreement is subject to City Council approval and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)(

COUNTY OF WEBB)(

LEASE AMENDMENT

This lease amendment is made and entered into by and between the City of Laredo, a home rule city hereinafter referred to as "LESSOR" and Laredo Aero Center, Inc. dba Signature Flight Support hereinafter referred to as "LESSEE".

On or about June 19, 2006, Ordinance No. 2006-O-133 authorized H. Douglas Lacey, President of Aero Center, Inc., as LESSEE, executed a certain lease agreement with the City of Laredo, Texas, a Texas Municipal Corporation ("LESSOR"), for approximately 1,161 square feet of land known as Fuel Pad No. 1 in the East Fuel Farm located in Lot 1, Block 1 at the Laredo International Airport. A true copy of the lease is attached as Exhibit "A".

WHEREAS, LESSOR and LESSEE agree to amend Ordinance No. 2006-O-133 dated June 19, 2006, Section 1.05 titled, TERM OF LEASEHOLD, by adding to the current lease end term of May 31, 2021 two options to extend the lease term until May 31, 2026 and until June 30, 2030 and Section 1.06 titled, RENTAL OBLIGATION AND MODE OF PAYMENT, by adding adjustment of rental value based on appraised fair market value of the leased premises on anniversary date in 2021 and 2026; in support of the existing Fixed Based Operator license and match the license term ending date. All other terms and conditions remain unchanged and in effect.

WITNESSETH

WHEREAS, the LESSOR currently owns and operates those premises known as the Laredo International Airport, sometimes referred to as "Airport" lying and situated within the incorporated limits of the City of Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR has determined that it is advantageous to itself, its citizenry, and the operation of its airport to lease and demise premises located on the airport to the LESSEE together with certain rights, privileges, and uses;

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below, do hereby covenant and agree as follows: to amend Ordinance No. 2006-O-133 dated June 19, 2006, Section 1.05 titled, TERM OF LEASEHOLD, by adding to the current lease end term of May 31, 2021 two options to extend the lease term until May 31, 2026 and until June 30, 2030 and Section 1.06 titled, RENTAL OBLIGATION AND MODE OF PAYMENT, by adding adjustment of rental

AMENDMENT LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND LAREDO AERO CENTER dba
SIGNATURE FLIGHT SUPPORT

value based on appraised fair market value of the leased premises on anniversary date in 2021 and 2026; in support of the existing Fixed Based Operator license and match the license term ending date. All other terms and conditions remain unchanged and in effect.

EXECUTED on this _____ day of _____, 2020.

LESSOR:
CITY OF LAREDO
A MUNICIPAL CORPORATION

BY: _____
ROBERT A. EADS
CITY MANAGER

ATTEST:

BY: _____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA LAUREL HALE
ACTING CITY ATTORNEY

LESSEE:
LAREDO AERO CENTER dba SIGNATURE
FLIGHT SUPPORT

BY: _____
BRYAN DIXON
STATION MANAGER

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Jose A. Valdez Jr., City Secretary

Initiated By: Jose A. Valdez Jr.

Staff Source: Jose A. Valdez Jr.

SUBJECT

An Ordinance of the City of Laredo, ordering and proclaiming a general city election to be held on Tuesday, November 3, 2020; designating polling places; providing for publication; and authorizing the city manager to enter into a contract with Webb County Elections Administrator for the purpose of conducting a joint election with the County of Webb, City of Rio Bravo, City of El Cenizo, Laredo College District, Laredo Independent School District, United Independent School District, and the Webb Consolidated Independent School District. Funding is available in the General Fund Election Division.

VENDOR INFORMATION FOR COMMITTEE AGENDA

WEBB County Elections Administrator

PREVIOUS COUNCIL ACTION

Laredo City Council previously ordered and proclaimed an election back in November of 2018.

BACKGROUND

The City Council by Charter shall hold an election for the following City Council Districts: IV, V, VII, VIII every four years, which falls on November 3, 2020.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in General Fund City Secretay Elections divison.

Attachments

Ordering Election

Election Contract

ORDERING AND PROCLAIMING A GENERAL CITY ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020; DESIGNATING POLLING PLACES; PROVIDING FOR PUBLICATION; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WEBB COUNTY ELECTIONS ADMINISTRATOR FOR THE PURPOSE OF CONDUCTING A JOINT ELECTION WITH THE COUNTY OF WEBB, CITY OF RIO BRAVO, CITY OF EL CENIZO, LAREDO COLLEGE DISTRICT, LAREDO INDEPENDENT SCHOOL DISTRICT, UNITED INDEPENDENT SCHOOL DISTRICT, AND THE WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the Mayor and City Council of the City of Laredo, Webb County, Texas, by virtue of the authority vested by law, hereby proclaim, order and give notice of a General Election in and for the City of Laredo, to be held on Tuesday, the 3th day of November, 2020, for the purpose of electing the **CITY COUNCIL MEMBER FOR DISTRICTS: IV, V, VII, and VIII.**

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

Section 1: That a general election be and the same is hereby ordered to be held and conducted within and for the City of Laredo on Tuesday, the 3th day of November, 2020, for the purpose of electing the aforementioned city officials:

CITY COUNCIL MEMBER FOR DISTRICTS: IV, V, VII, and VIII.

Section 2: That the mode and manner of holding and conducting said election shall be in accordance with the Texas Election Code and the City Charter of the City of Laredo, and that only resident qualified voters of the City shall be eligible to vote at said election.

Section 3: That the polls at each designated polling place, as set forth in "Exhibit G" which is attached hereto and made a part of this resolution for all purposes, on said general election day shall be open from 7:00 a.m. to 7:00 p.m.

Section 4: That the Presiding Judges shall appoint not less than two qualified election clerks to serve and assist in conducting said election; provided that if the Presiding Judge actually serves as expected, the Alternate Presiding Judge shall be one of such clerks.

Section 5: That the period for early voting by personal appearance shall begin on October 19, 2020 and shall continue through the fourth day preceding the date of the election, November 3, 2020. The main polling place for early voting shall be the Billy Hall, Jr. Administrative Building, located at 1110 Washington St., Laredo, Texas and such other early voting and mobile voting places and dates as set forth in "Exhibit F" attached hereto. The main early voting polling place shall remain open from 8:00 a.m. to 5:00 p.m. on each day designated for early voting, except for Saturday, October 24, 2020, which shall be open from 8:00 a.m. to 8:00 p.m., Sunday, October 25, 2020 from 1 :00 p.m. to 6:00 p.m., and Monday through Friday, October 26, 2020 to October 30, 2020 from 8:00 a.m. to 8:00 p.m. The designated polling places shall not be open on Saturdays, Sundays or official holidays, except as otherwise provided for in schedule of "Exhibit F".

Section 6: That the Early Voting Clerk for said election shall be appointed by the Webb County Elections Administrator.

Section 7: Application for ballots by mail shall be conducted by the Webb County Elections Administrator. All ballot applications and ballots voted by mail shall be sent to the Webb County Elections Administrator, 1110 Washington St., Suite 103, P.O. Box 29, Laredo, Texas 78042-029.

Section 8: That notice of said General Election shall be given by posting a substantial copy of this resolution at City Hall on the bulletin board used for posting notices of the meetings of the City Council, not later than October 16, 2018. A substantial copy of this resolution also shall be published in a newspaper of general circulation published in said City, the date of publication to be not earlier than the 30th day or later than the 10th day prior to the date set for said election.

Section 9: That said election shall be conducted at each designated voting place and the ballot to be used at such election be printed in the form required by the Texas Election Code and manufacturer's specifications with names of candidates and propositions printed thereon in full and prepared in such manner as specified by the Texas Election Code. That this election is to be conducted utilizing Election Systems and Software's ("ES&S") iVotronic Direct Record Electronic ("DRE") voting system to be used at each and every early voting and election day

polling site in conjunction with the existing electronic ("Optical Scan") voting system which utilizes three (3) M650 Central Scanners to tabulate and count said ballots and one (I) Election Reporting Manager ("E.R.M.") to accumulate results from both electronic systems currently owned and operated by the County of Webb in the conduct of elections, for its Joint General/Special Elections to be held Tuesday, November 3, 2020.

Section 10: That immediately after the votes at such General Election have been conducted and proper returns thereof made to the City Council, said City Council shall meet not later than the 11th day after election day and in accordance with the Texas Election Code, at the City Council Chambers, 1st floor, 1110 Houston St., to canvass the election and cause to be entered in the proper records of the City of Laredo, Texas, its official declaration of, or order showing the actual and true results of said general election.

Section 11: That in the event that a runoff election is required, it shall be held not earlier than the 20th day nor later than the 45th day after the date the final canvass of the main election is completed in accordance with the Texas Election Code.

Section 12: That this notice shall serve as authority for conducting a joint General and Special Election with the County of Webb, the Laredo College District, the City of Rio Bravo, the City of El Cenizo, the Laredo Independent School District, the United Independent School District, and the Webb County Consolidated School District, with Jose Salvador Tellez, Webb County Elections Administrator to the extent that the City of Laredo will use the same judges and clerks, where possible.

Section 13: That the City Council hereby authorizes the City Manager to enter into a contract agreement with the Webb County Elections Administrator to conduct said General Election and accept the terms and conditions as set forth in the contract attached hereto and identified as "Exhibit A".

Section 14: That the City Council hereby authorizes and establishes a Central Counting Station, appointment of the Central Counting Station Presiding Judge, Manager, Tabulation Supervisor, and Counting Station Clerks as set forth in the contract agreement with the Webb County Elections Administrator.

Section 15: That the dates for filing an application for a place on the ballot on the General November 3, 2020 Election are from July 18, 2020 to August 17, 2020 at 5 :00 p.m.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

**PETE SAENZ
MAYOR**

ATTESTED:

**JOSE A. VALDEZ JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**KRISTINA K. LAUREL HALE
CITY ATTORNY**

**ELECTION CONTRACT
AND COST ESTIMATE**

**CITY OF LAREDO
JOINT GENERAL/
SPECIAL ELECTION**

NOVEMBER 3, 2020

(Submitted: 06/08/2020)

**ELECTION SERVICES CONTRACT
WITH COUNTY ELECTIONS ADMINISTRATOR
COUNTY OF WEBB, STATE OF TEXAS**

THIS CONTRACT made on this _____ day of July, 2020, by and between the **City Council of the City of Laredo (through the City Secretary)**, hereinafter referred to as "Party," and Jose Salvador Tellez, County Elections Administrator for Webb County, Texas, hereinafter referred to as "Contracting Officer", under the authority of Sections 31.092(a) and 271.002, Texas Election Code, and relating to the conduct and supervision of the **Joint General / Special Elections of November 03, 2020**, hereinafter referred to as the "election."

THIS CONTRACT is subject to the written approval of the political subdivision involved in the election, and shall not be binding on the party until such written approval is obtained. An estimate for services to be rendered pursuant to the terms of the contract provided by the Contracting Officer are attached herewith and labeled exhibits **A thru G**. It is agreed that it is in the public interest of the **City Council of Laredo**, being one of several entities participating in this election that Jose Salvador Tellez, Elections Administrator, serve as the Early Voting Clerk for all entities participating in this election.

THIS AGREEMENT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election:

DUTIES AND SERVICES OF CONTRACTING OFFICER The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment in connection with the election:

- (a) Contact the owners or custodians of county-designated polling places and arrange for their use in the election.
- (b) Contact the owner or custodian of some other public place (or if unavailable, private building) in the election precinct and arrange for its use as a polling place if the county designated polling place in the precinct is unavailable for use in the election.
- (c) Procure, prepare, and distribute all necessary election supplies, including:
 - (1) ballots;
 - (2) qualification field systems – "Vote-Safe" laptops
 - (3) election kits,
 - (4) ballot boxes and voting booths, and
 - (5) all necessary ADA compliant iVotronic voting machines and equipment.
- (d) Notify election judges of the date, time, and place of any election school
- (e) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (f) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the election.
- (h) Prepare submission(s) of voting changes to the U.S. Department of Justice, if necessary, under the federal Voting Rights Act of 1965, as amended.

DUTIES AND SERVICES OF THE PARTY The Party shall be responsible for performing the following duties in connection with the election:

- (a) In accordance with Section 32.005(a), 32.033 (a), Texas Election Code, not later than at the signing of the election services contract, the political subdivision ordering the election shall appoint the election judges for each precinct in their election, the number of clerks to serve with the judge, appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the central counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions for the county.
- (b) As soon as possible after the final candidate filing deadline, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

GENERAL PROVISIONS

- (a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by section 31.096 of the Texas Election Code.
- (b) The Contracting Officer is the agent of the Entity for the purposes of contacting the third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Entities' failure to pay a claim.
- (c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Webb County, Texas.
- (d) Only the actual expenses directly attributable to the Contract may be charged (Section 31.100(b), Texas Election Code). The County Elections Officer must submit the actual costs incurred pursuant to this Contract to the Governmental Entity within a reasonable amount of time after the election.

COST OF SERVICES

- (a) In consideration for the services provided by the Contracting Officer, the Party agrees to pay Webb County their share of the cost of the **November 03, 2020 Joint General / Special Election** in accordance with the following schedule:

August 21, 2020:	\$ 64,771.08
November 27, 2020:	<u>\$ 16,192.77</u>
	\$ 80,963.85

- (b) Payment shall be made payable to **Webb County Elections Administrator** and hand-delivered to:

1110 Washington St., Suite 103
Laredo, Texas 78040

Or mailed to:

P. O. Box 29
Laredo, Texas 78042-0029

ACKNOWLEDGMENT OF SHARED ELECTION

The Party acknowledges that the election is a Joint Election under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Election Services Contract with other political subdivision(s) in the county. In such event, the Party agrees to share common polling places, the cost of ballots and programming, voting equipment, and the common set of election workers with the other political subdivision(s).

GENERAL CONDITIONS

- (a) This contract shall be construed under and in accordance with applicable Federal and State laws, and all obligations of the parties created hereunder are performable in Webb County, Texas.
- (b) In case 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.
- (c) It is understood that in the case of an election contest solely challenging this Party's election results, the cost of such contest, challenge, or litigation will be borne by the Party.
- (d) It is further understood that in the case of a runoff election due to undecided races on the election, the cost of such runoff election will also be borne by the party and will be contracted for at such time.
- (e) It is also further understood that in a joint election all participating parties share in the cost of such election. Therefore, if one or more parties withdraws, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will inevitably be affected and will be adjusted and itemized in the final Actual Cost Report.
- (f) This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter. By affixing his/her signature at the bottom of this contract, the party acknowledges, accepts and approves all resolutions, documents and attachments included as part of this contract.
- (g) No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereof.

WITNESS the following signatures and seal:

By _____ Date _____
City of Laredo

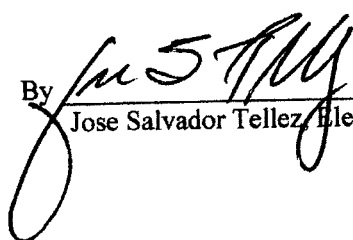
By  _____ Date 6/11/2020
Jose Salvador Tellez, Elections Administrator

EXHIBIT A
CITY OF LAREDO
COST ESTIMATE FOR NOVEMBER 3, 2020
JOINT GENERAL/SPECIAL ELECTIONS

1. STATISTICAL INFORMATION

A. PROJECTIONS

November 3, , 2020 - Joint General/Special Elections

<i>Early Voting:</i>	24,650
<i>Election Day:</i>	13,000
<i>Total voter turnout:</i>	37,650
<i>Registered voters:</i>	113,718
<i>Turnout percentage:</i>	33.1%
<i>Cost per Vote:</i>	\$ 2.15

B. ACTUAL TURNOUT

<i>Early Voting:</i>	1
<i>Election Day:</i>	1
<i>Total voter turnout:</i>	2
<i>Registered voters:</i>	113,718
<i>Turnout percentage:</i>	0.00%
<i>Cost per Vote:</i>	40477.98435

C. Number of election day polling sites:

68

D. Number of polling sites shared with other entities:

68

E. Number of sub-polling sites due to splits &/or Inside / Outside CL:

78

F. Number of Public Buildings used as Election Day sites:

68

G. Number of Permanent / Temporary Early Voting Branch Sites:

7

H. Number of Mobile Early Voting Branch Sites:

5

I. Voting system to be used in:

1. Early Voting:

**Optical Scan
& ADA DREs**

2. Election Day:

**Optical Scan
& ADA DREs**

J. Number of ballots ordered (including additional sheets)
(Not including sample ballots or test deck):

64,100

2. COST OF ELECTION OPERATIONS

	Cost ↓	Cost per Precinct	No. of Precincts ↓	TOTAL
A. BALLOTS				
1	Official	\$ 44,750.00	\$ 152.73	\$ 11,912.97
2	Coding	\$ 360.00	\$ 1.23	\$ 95.84
3	Sample	\$ 360.00	\$ 1.23	\$ 95.84
4	Test	\$ 360.00	\$ 1.23	\$ 95.84
5	Shipping	\$ 826.89	\$ 2.82	\$ 220.13
B. PROGRAMMING				
1	Layout	\$ 3,000.00	\$ 10.24	\$ 798.63
2	Coding	\$ 6,000.00	\$ 20.48	\$ 1,597.27
3	Audio	\$ 6,000.00	\$ 20.48	\$ 1,597.27
4	Preventive Maintenance	\$ 4,400.00	\$ 15.02	\$ 1,171.33
5	Site Support	\$ 4,250.00	\$ 14.51	\$ 1,131.40
C. RENT				
1	Tabulation/ DRE Equipment	\$ 21,200.00	\$ 72.35	\$ 5,643.69
2	ED Site - Pct. 405	\$ 50.00	\$ 0.17	\$ 13.31
3	ED Site - Pct. 310	\$ 50.00	\$ 0.17	\$ 13.31
4	ED Site - Pct. 221	\$ 50.00	\$ 0.17	\$ 13.31
5	ED Site - Pct. 124	\$ 50.00	\$ 0.17	\$ 13.31
6	ED Site - Pct. 125	\$ 50.00	\$ 0.17	\$ 13.31
7	ED Site - Pct. 128	\$ 50.00	\$ 0.17	\$ 13.31
8	ED Site - Pct. 457	\$ 50.00	\$ 0.17	\$ 13.31
9	ED Site - Pct. 360	\$ 50.00	\$ 0.17	\$ 13.31
10	ED Site - Pct. 361	\$ 50.00	\$ 0.17	\$ 13.31
11	ED Site - Pct. 362	\$ 50.00	\$ 0.17	\$ 13.31
D. KITS				
1	Early Voting	\$ 850.00	\$ 2.90	\$ 226.28
2	Election Day	\$ 2,300.00	\$ 7.85	\$ 612.29
3	Ballot Board	\$ 10.00	\$ 0.03	\$ 2.66
4	Shipping	\$ 340.00	\$ 1.16	\$ 90.51
E. MISCELLANEOUS				
1	Publication - Testing of Equipment	\$ 480.00	\$ 1.64	\$ 127.78
2	Publication - Notice of Election	\$ 3,500.00	\$ 11.95	\$ 931.74
3	Early Voting Supplies	\$ 5,000.00	\$ 17.06	\$ 1,331.06
4	Election Day Supplies	\$ 2,500.00	\$ 8.53	\$ 665.53
5	Gasoline - EV Vehicles	\$ 2,000.00	\$ 6.83	\$ 532.42
6	Postage - Mail Ballots	\$ 2,500.00	\$ 8.53	\$ 665.53

ELECTION OPERATIONS

\$ 29,679.10

3. COST OF EARLY VOTING PERSONNEL

		Cost ↓	Cost per Precinct	No. of Precincts ↓	TOTAL
A. MAIN SITE					
1	Webb County Administrative Building	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
B. PERMANENT BRANCH SITES					
2	Finley Elementary	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
3	Laredo Fire Department	\$ 11,000.81	\$ 37.55	78	\$ 2,928.54
4	City Hall Annex	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
5	McKendrick Library	\$ 9,513.88	\$ 32.47	78	\$ 2,532.71
C. TEMPORARY BRANCH SITE					
6	H. Cuellar Library	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
7	El Cenizo Community Center	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
D. MOBILE BRANCH SITES					
8	Mobile Branch # 1	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
9	Mobile Branch # 2	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
10	Mobile Branch # 3	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
11	Mobile Branch # 4	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
12	Mobile Branch # 5	\$ 6,540.00	\$ 22.32	78	\$ 1,741.02
D. BALLOTS BY MAIL					
13	Mail-In Ballots	\$ 1,375.50	\$ 4.69	78	\$ 366.17
		\$ 87,290.19			
E. EV SUPPORT:					
1	Coding Installation	\$ 4,000.00	\$ 13.65	78	\$ 1,064.85
2	Testing & Preparation	\$ 3,000.00	\$ 10.24	78	\$ 798.63
3	L & A Testing	\$ 2,700.00	\$ 9.22	78	\$ 718.77
4	EV Security Personnel	\$ 2,000.00	\$ 6.83	78	\$ 532.42

EARLY VOTING PERSONNEL	\$ 26,352.34
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4. COST OF ELECTION DAY PERSONNEL

		Cost ↓	Cost per Precinct	No. of Precincts ↓	TOTAL
A. PRESIDING JUDGES AND CLERKS					
1	Judges	\$ 11,000.00	\$ 37.54	78	\$ 2,928.33
2	Delivery Fee	\$ 1,675.00	\$ 5.72	78	\$ 445.90
3	Clerks	\$ 26,547.50	\$ 90.61	78	\$ 7,067.25
B. C.C. STATION & EV BALLOT BOARD					
1	CCS Manager	\$ 200.00	\$ 0.68	78	\$ 53.24
2	Judge	\$ 200.00	\$ 0.68	78	\$ 53.24
3	Tabulation Supervisor	\$ 650.00	\$ 2.22	78	\$ 173.04
4	Tabulation Team Members	\$ 3,000.00	\$ 10.24	78	\$ 798.63
5	Signature Verification	\$ 600.00	\$ 2.05	78	\$ 159.73
6	CCS Clerks	\$ 1,200.00	\$ 4.10	78	\$ 319.45
C. SUPPORT PERSONNEL					
1	Administrative	\$ 2,400.00	\$ 8.19	78	\$ 638.91
2	Technical On-Site Support	\$ 750.00	\$ 2.56	78	\$ 199.66
3	Phone Support	\$ 500.00	\$ 1.71	78	\$ 133.11
4	Maintenance Clerks	\$ 1,500.00	\$ 5.12	78	\$ 399.32
5	Security Personnel	\$ 2,435.00	\$ 8.31	78	\$ 648.23
6	School & Site Personnel	\$ 1,600.00	\$ 5.46	78	\$ 425.94

ELECTION DAY PERSONNEL	\$ 14,443.98
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5. TOTALS

A. ELECTION OPERATIONS				\$ 29,679.10
B. EARLY VOTING PERSONNEL				\$ 26,352.34
C. ELECTION DAY PERSONNEL				\$ 14,443.98
				<hr/>
				\$ 70,475.42
D. * FICA TAXES				
1	Early voting	7.65% x \$	26,352.34	\$ 2,015.95
2	Election day	7.65% x \$	14,443.98	\$ 1,104.96
				<hr/>
				\$ 3,120.92

* Projected amount employees will earn over \$ 1,000.00 in a single year.

E. SUBTOTAL OF CONTRACT				\$ 73,596.34
F. COUNTY ADMINISTRATIVE FEE				\$ 7,359.63
	(10% of E)			

G. TOTAL ESTIMATED COST:

\$ 80,955.97

EXHIBIT B

RESOLUTION
JOINT ELECTIONS

WHEREAS, the **CITY COUNCIL OF THE CITY OF LAREDO** desires to enter into a Joint Election Services Contract with Webb County and the Webb County Elections Administrator as the County Election Officer and Early Voting Clerk; and

WHEREAS, the Commissioners Court of the County of Webb, in order to share the cost among the participating entities and make the voting process easier and more accessible to the voters and taxpayers of the county, also desires to conduct its election jointly;

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

Said City Council gives authorization to conduct its General Election jointly with the County of Webb, the City of Rio Bravo, the City of El Cenizo, the Laredo College District, the Laredo Independent School District, the United Independent School District, and the Webb Consolidated Independent School District with Jose Salvador Tellez, Webb County Elections Administrator, serving as Early Voting Clerk and managing the conduct and supervision of the **Joint General/Special Elections** to be held **November 3, 2020**.

This resolution is accepted and approved when an authorized signature is affixed
to this contract

EXHIBIT C

RESOLUTION VOTING SYSTEM

RESOLUTION AND ORDER FOR THE CITY OF LAREDO TO APPROVE AND ADOPT ELECTION SYSTEMS AND SOFTWARE'S ("ES&S") *IVOTRONIC* DIRECT RECORD ELECTONIC ("DRE") VOTING SYSTEM TO BE USED AT EACH AND EVERY EARLY VOTING AND ELECTION DAY SITE IN CONJUNCTION WITH THE ELECTRONIC ("OPTICAL SCAN") VOTING SYSTEM FOR THEIR **NOVEMBER 3, 2020 JOINT GENERAL/SPECIAL ELECTIONS** UNDER THE SUPERVISION OF THE WEBB COUNTY ELECTIONS ADMINISTRATOR IN ORDER TO COMPLY WITH THE FEDERAL HELP AMERICA VOTE ACT ("HAVA").

WHEREAS, the City Council of the CITY OF LAREDO recognize that they must comply with public law by approving and adopting a voting system to comply with the Help America Vote Act ("HAVA") requirements; and

WHEREAS, the Commissioners Court of the County of Webb, in its regular meeting of February 14, 2005, approved the creation of a Direct Record Electronic Committee to review voting systems certified by the State of Texas, Office of the Secretary of State, and recommended a voting system to be used in Webb County that complied with said HAVA requirements; and

WHEREAS, upon the DRE Committee's recommendation, the Commissioners Court of the County of Webb, on their regular meeting of May 23, 2005, unanimously passed and approved Election Systems and Software's HAVA and ADA compliant *iVotronic DRE* voting system to be used along with the county's electronic ("Optical Scan") voting system; which utilizes three (3) **M650 Central Scanners** to tabulate and count said optical scan ballots and one (1) Election Reporting Manager ("**E.R.M.**") to accumulate results from both electronic systems; and

WHEREAS, the City Council of the CITY OF LAREDO, authority in charge of the 2016 General/Special Elections, has contracted with the Webb County Elections Administrator for the conduct and supervision of its **Joint General/Special Election** to be held on the **3rd day of November, 2020** jointly with the County of Webb, the Laredo College District, the City of Rio Bravo, the City of El Cenizo, the Laredo Independent School District, the United Independent School District, and the Webb Consolidated Independent School District;

THEREFORE, BE IT RESOLVED AND ORDERED by the CITY OF LAREDO, that the City Council of the CITY OF LAREDO approves and adopts Election Systems and Software's ("ES&S") *iVotronic DRE* voting system to be used at each and every early voting and election day polling site in conjunction with the existing electronic ("Optical Scan") voting system, which utilizes three (3) **M650 Central Scanners** to tabulate and count said optical scan ballots and one (1) Election Reporting Manager ("**E.R.M.**") to accumulate results from both electronic systems currently owned and operated by the County of Webb in the conduct of elections, for its **Joint General/Special Elections** to be held **November 3rd, 2020**.

This resolution is accepted and approved when an authorized signature is affixed to this contract

EXHIBIT D

RESOLUTION

AUTHORIZING AND ESTABLISHING SALARIES FOR ELECTION DAY PRESIDING JUDGES AND CLERKS; APPOINTING OF ELECTION DAY PRESIDING JUDGES; AND ESTABLISHING THE MAXIMUM NUMBER OF ELECTION DAY CLERKS FOR EACH ELECTION PRECINCT PURSUANT TO SECTIONS 32.091(a), 32.005 & 32.033, TEXAS ELECTION CODE, FOR THE NOVEMBER 3, 2020 JOINT GENERAL/SPECIAL ELECTIONS

WHEREAS the provisions of Section 32.091 (a), Texas Election Code, state that a political subdivision's governing body has the authority to set election workers' compensation rate at or above the federal minimum wage; and

WHEREAS the provisions of Section 32.005, Texas Election Code, state that election judges shall be appointed for each election ordered by the political subdivision; and

WHEREAS the provisions of Section 32.033, Texas Election Code, state that the political subdivision shall prescribe the maximum number of clerks that each presiding judge may appoint for their election precinct; and

WHEREAS the City Council of the **CITY OF LAREDO** believes that in order to provide the voters of the city with skilled and exceptional service, a fair and reasonable wage is important and should be provided to election judges and clerks serving in this election; and

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO**, that pursuant to Section 32.091 (a), Texas Election Code, the compensation rate for election day presiding judges and clerks for the November 3, 2020 Joint General/ Special Elections, is established and approved as follows:

Election Day and Early Voting Presiding Judges: \$ 10.50 / Hr.
Election Day and Early Voting Clerks: \$ 9.25 / Hr.

BE IT FURTHER RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO**, that pursuant to Sections 32.005 & 32.033, the following be appointed to serve as election day presiding judges in those precincts located within the City of Laredo that are involved in this election, with the maximum number of clerks to assist them in the November 3, 2020 Joint General/Special Elections as follows:

Pct.	Location	Judge	Max # of Clerks
401	Senior Citizens Home	Martha I. Martinez	4
402	McDonell Elementary	Imelda Lopez	4
403	Martin High School (Gym)	Anita Garza	4
404	Richter Courts Hall	Ones Medina	4
405	Piedra Angular Templo Cristiano	Isabel Ramirez	4
406	Santa Maria Elementary	Yvonne Gribble	4
407	35 Plaza LLC.	Maria Isabel Almanza	4
308	Clark Elementary School	Gabriela Flores	4
309	A. Gutierrez Elementary	Ana Maria Luna	4
310	Christ Miracle Center	Jack Pottin	4
311	Alma Pierce Elementary	Doroteo Sandoval	4
312	Sanchez/Ochoa Elementary	Deborah Pottin	4
413	Don Jose Gallego Elem.	Rosalinda Hernandez	4
414	Bruni Elementary School	Elena Perez	4
215	Memorial Middle School	Mario Tijerina	4
416	Laredo Fire Department	Daniel Perez	4
417	Heights Elementary School	Gloria Escobedo	4
218	Nixon High School Annex	Graziella Gutierrez	4

219	Milton Elementary School	Cynthia Cervantes	4
220	F. S. Lara Academy	Alicia M. Morales	4
221	Christ Church Episcopal	Luz Alcala	4
122	Lamar Middle School	Jahmai Hernandez	4
423	Daiches Elementary School	Veronica Rangel	4
124	St. Joseph Church Hall	Zulema Garza	4
125	Gateway Assemblies of God Church	Lety Martinez	4
226	Webb County Appraisal Dist.	Leticia Ramos	4
227	(SAC) Student Activity Ctr. Auditorium	Samdra Pottin	4
128	Templo Revelación	Loana Arriaga	4
129	Santo Nino Elementary	Josefina Perez	4
130	McKendrick Library	Connie Villalobos	4
231	Ruiz Elementary School	Maria Zamarron	4
132	Prada Elementary School	Sharon Morales	4
133	Los Obispos Middle School	Reynaldo Gonzalez	4
134	Juarez Lincoln Elementary School	Raunio Torres	4
135	La Central Community Ctr.	Maria D. Flores	4
136	E. Salinas Community Ctr.	Rubien Rodriguez	4
137	Beauregard Community Center	Daniel Peralta	4
138	San Teresita Community Ctr.	Vidal Peralez	4
239	B P Newman Elementary	Lizette Mendive	4
340	LMC Ambulatory - North	Victoria Gonzalez	4
341	Nye Elementary	Imelda Pena	4
342	J.P. Precinct 4 Office	Marlene Chapa	4
343	United Middle School	Ana Gaby Serna	4
344	Col. Santos Benavides Elem.	Roberto Cavazos	5
345	Matias De Llano Elem. School	Rosa De La Selva Renteria	4
446	Finley Elementary School	Miriam Chapa	4
447	Muller Elementary School	Carmelita Gonzalez	4
448	F & A Bruni Comm. Center	Laura Gonzalez	4
349	United High School (New)	Liliana Canales	4
350	Carrollton Ranch	Alicia Herrera	4
351	Laredo Medical Center	Ruben Harrison	4
252	United South High School	Brenda Andrade	4
453	L-B-V Inner City Park	Miguel Valdez	4
154	L B J High School	Jennifer Benavidez	4
255	Texas A&M Int'l University	Lizette Canales	4
356	Borchers Elementary	Luis Gonzalez	4
457	Long Branch School	Luis Ramirez	4
458	G. Washington Middle	Teresita Ramirez	4
359	Doctor's Hospital	Rebecca Rendon	4
360	Gallagher Garden Apts.	Margarita Gonzalez	4
361	Grace Bible Church	Sergio Rodriguez	4
362	Pep Boys	Kazandra Serna	4
363	LISD Child Nutrition Bldg.	Jessica Flores	4
164	DD Hachar Elem. (LISD)	Miroslava Cantu	4
465	Farias Elementary School	Maria Palencia	4
266	City Hall Annex Bldg.	Kazandra Jasso	4
267	Cuellar Elementary School	Gregorio Araiza	4
268	UISD S.A.C. (Comb w/ 227)	Sandra Pottin	4
169	Centeno Elementary School	Andrea Morales	4

This resolution is accepted and approved when an authorized signature is affixed to this contract

EXHIBIT E

RESOLUTION CENTRAL COUNTING STATION PERSONNEL

WHEREAS the provisions of Section 127.001(a), Texas Election Code, authorize the processing of electronic voting system results in a central counting station and set guidelines to the establishment and organization of said central counting station; and

WHEREAS the City Council of the **CITY OF LAREDO** desires to establish a central counting station and appoint personnel to process optical scan mail ballots, early vote and election day ballots as well as early voting and election day ballots cast electronically on the iVotronic DRE voting units for the **November 3, 2020 Joint General/ Special Elections**, in accordance with Chapter 127, Texas Election Code; and

WHEREAS said City Council of the **CITY OF LAREDO** believes that the processing of these ballots in a central counting station will ensure that they will be processed in a fair and impartial manner thus securing the purity of the election; and

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO** that pursuant to Chapter 127, Texas Election Code, a central counting station is hereby established at the following location, that the following personnel be appointed to serve as stated in said central counting station, and that their respective salaries be established and approved as follows:

(127.001) Central Counting Station Location:	Billy Hall, Jr. Administrative Building 1st Floor Conference Room (1A) 1110 Washington St. Laredo, Texas 78040	
(127.002) Central Counting Station Manager:	Jose Salvador Tellez	No Fee
(127.003) Tabulation Supervisor:	Gus Ornelas	\$ 26.11/Hr
(127.004) Assistant Tabulation Supervisors:	Hilda Trevino Yenko Jimenez Joseph Hernandez	\$ 29.57/Hr \$ 26.11/Hr \$ 25.16/Hr
(127.005) Presiding Judge of Counting Station:	Armando X. Lopez	\$15.00/Hr.
Alternate Judge:	Martha C. De Llano	\$ 12.50/Hr.

This resolution is accepted and approved when an authorized signature is affixed to this contract

EXHIBIT F
NOVEMBER 3, 2020
JOINT GENERAL/SPECIAL ELECTIONS
EARLY VOTING SCHEDULE

MAIN EARLY VOTING SITE

Billy Hall, Jr. Administrative Building, 1110 Washington St.

Monday,	Oct. 19 thru Friday,	Oct. 23, 2020	8:00 am to 5:00 pm
Saturday,	Oct. 24, 2020		8:00 am to 8:00 pm
Sunday,	Oct. 25, 2020		1:00 pm to 6:00 pm
Monday,	Oct. 26 thru Friday,	Oct. 30, 2020	8:00 am to 8:00 pm

PERMANENT BRANCH EARLY VOTING SITES

Finley Elementary School, 2001 Lowry Rd.

Monday,	Oct. 19 thru Friday,	Oct. 23, 2020	8:00 am to 5:00 pm
Saturday,	Oct. 24, 2020		8:00 am to 8:00 pm
Sunday,	Oct. 25, 2020		1:00 pm to 6:00 pm
Monday,	Oct. 26 thru Friday,	Oct. 30, 2020	8:00 am to 8:00 pm

Laredo Fire Department, 616 E. Del Mar Blvd.

Monday,	Oct. 19 thru Friday,	Oct. 23, 2020	8:00 am to 5:00 pm
Saturday,	Oct. 24, 2020		8:00 am to 8:00 pm
Sunday,	Oct. 25, 2020		1:00 pm to 6:00 pm
Monday,	Oct. 26 thru Friday,	Oct. 30, 2020	8:00 am to 8:00 pm

City Hall Annex Building, 1102 Bob Bullock Loop

Monday,	Oct. 19 thru Friday,	Oct. 23, 2020	8:00 am to 5:00 pm
Saturday,	Oct. 24, 2020		8:00 am to 8:00 pm
Sunday,	Oct. 25, 2020		1:00 pm to 6:00 pm
Monday,	Oct. 26 thru Friday,	Oct. 30, 2020	8:00 am to 8:00 pm

McKendrick Library, 1920 Palo Blanco

Monday,	Oct. 19 thru Friday,	Oct. 23, 2020	8:00 am to 5:00 pm
Saturday,	Oct. 24, 2020		8:00 am to 8:00 pm
Sunday,	Oct. 25, 2020		1:00 pm to 6:00 pm
Monday,	Oct. 26 thru Friday,	Oct. 30, 2020	8:00 am to 8:00 pm

TEMPORARY BRANCH EV SITES

Henry Cuellar Library, 1701 Centeno Ln., Rio Bravo, Tx

Monday,	Oct. 19 thru Friday,	Oct. 23, 2020	8:00 am to 5:00 pm
Saturday,	Oct. 24, 2020		8:00 am to 8:00 pm
Sunday,	Oct. 25, 2020		1:00 pm to 6:00 pm
Monday,	Oct. 26 thru Friday,	Oct. 30, 2020	8:00 am to 8:00 pm

El Cenizo Community Center, 3519 Cecilia Ln., El Cenizo, Tx

Monday, Oct. 19 thru Friday, Oct. 23, 2020
 Saturday, Oct. 24, 2020
 Sunday, Oct. 25, 2020
 Monday, Oct. 26 thru Friday, Oct. 30, 2020

8:00 am to 5:00 pm
 8:00 am to 8:00 pm
 1:00 pm to 6:00 pm
 8:00 am to 8:00 pm

TEMPORARY MOBILE BRANCH EV SITES**Mobile Branch # 1 (WCISD)**

WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 19	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 20	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 21	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 22	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 23	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 24	9:00 am to 8:00 pm
Oilton Elem. Library, 300 Despain St, Oilton	Oct. 25	1:00 pm to 6:00 pm
Oilton Elem. Library, 300 Despain St, Oilton	Oct. 26	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Oct. 27	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Oct. 28	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Oct. 29	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Oct. 30	9:00 am to 8:00 pm

Mobile Branch # 2 (LISD)

Farias Elementary, 1510 Chicago St.	Oct. 19	9:00 am to 5:00 pm
Daiches Elementary, 1401 Green St.	Oct. 20	9:00 am to 5:00 pm
Nixon High School, 2900 N. Malinche Ave.	Oct. 21	9:00 am to 5:00 pm
Santo Nino Elementary, 2702 Bismark St.	Oct. 22	9:00 am to 5:00 pm
Ligarde Elementary, 2800 S. Canada Ave.	Oct. 23	9:00 am to 5:00 pm
MacDonnell Elementary, 1606 Benavides St.	Oct. 24	9:00 am to 8:00 pm
Tarver Elementary School, 3200 Tilden Ave.	Oct. 25	1:00 pm to 6:00 pm
Martin High School, 2000 San Bernardo Ave.	Oct. 26	9:00 am to 8:00 pm
Dovalina Elementary, 1700 W. Anna Ave.	Oct. 27	9:00 am to 8:00 pm
Alma Pierce Elementary, 800 E. Eistetter St.	Oct. 28	9:00 am to 8:00 pm
Cigarroa High School, 2600 Zacatecas St.	Oct. 29	9:00 am to 8:00 pm
Santa Maria Elementary, 3801 Santa Maria Ave.	Oct. 30	9:00 am to 8:00 pm

Mobile Branch # 3 (UISD)

Juarez-Lincoln Elem, 1003 Espejo Molina Rd.	Oct. 19	11:00 am to 8:00 pm
Los Obispos Middle, 4801 Ejido Ave.	Oct. 20	11:00 am to 8:00 pm
Cuellar Elementary, 6431 Casa Del Sol	Oct. 21	11:00 am to 8:00 pm
Col. Santos Benavides, 10702 Kirby Dr.	Oct. 22	11:00 am to 8:00 pm
A. Gonzalez Middle, 5208 Santa Claudia Ln.	Oct. 23	11:00 am to 8:00 pm
Elias Herrera Middle, 8800 McPherson Rd.	Oct. 24	9:00 am to 8:00 pm
A. Ruiz Elementary, 1717 Ave. Los Presidentes	Oct. 25	1:00 pm to 6:00 pm
United High School, 2811 United Ave.	Oct. 26	9:00 am to 8:00 pm
L. B. J. High School, 5626 Cielito Lindo	Oct. 27	9:00 am to 8:00 pm
Alexander High School, 1600 E. Del Mar	Oct. 28	9:00 am to 8:00 pm
United South HS, 4001 Ave. Los Presidentes	Oct. 29	9:00 am to 8:00 pm
Arndt Elementary, 610 Santa Martha Blvd.	Oct. 30	9:00 am to 8:00 pm

Mobile Branch # 4 (LCC)

LCC – Kazen Center, W End Washington St.	Oct. 19	9:00 am to 6:00 pm
LCC – Kazen Center, W End Washington St.	Oct. 20	9:00 am to 6:00 pm
LCC – Kazen Center, W End Washington St.	Oct. 21	9:00 am to 6:00 pm
LCC – Kazen Center, W End Washington St.	Oct. 22	9:00 am to 6:00 pm
LCC – Kazen Center, W End Washington St.	Oct. 23	9:00 am to 12:00 pm
Gateway Comm. Health Ctr., 1515 Pappas St.	Oct. 24	9:00 am to 8:00 pm
Gateway Comm. Health Ctr., 1515 Pappas St.	Oct. 25	1:00 pm to 6:00 pm
LCC South – Billy Hall Admin.,5500 S Zapata Hwy.	Oct. 26	9:00 am to 6:00 pm
LCC South – Billy Hall Admin.,5500 S Zapata Hwy.	Oct. 27	9:00 am to 6:00 pm
LCC South – Billy Hall Admin.,5500 S Zapata Hwy.	Oct. 28	9:00 am to 6:00 pm
LCC South – Billy Hall Admin.,5500 S Zapata Hwy.	Oct. 29	9:00 am to 6:00 pm
LCC South – Billy Hall Admin.,5500 S Zapata Hwy.	Oct. 30	9:00 am to 12:00 pm

Mobile Branch # 5 (COL)

City Hall of Laredo, 1110 Houston St.	Oct. 19	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 20	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 21	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 22	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 23	8:00 am to 5:00 pm
Gateway Comm. Health Ctr., 2007 S. Zapata Hwy.	Oct. 24	9:00 am to 8:00 pm
Gateway Comm. Health Ctr., 2007 S. Zapata Hwy.	Oct. 25	1:00 pm to 6:00 pm
Santa Teresita Comm. Ctr, 15014 Hwy. 59	Oct. 26	9:00 am to 8:00 pm
Webb County Justice Center, 1110 Victoria St.	Oct. 27	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd	Oct. 28	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd.	Oct. 29	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd.	Oct. 30	9:00 am to 12:00 pm

Mobile Branches are subject to change due to entities having their meeting at different dates and because of the COVID_19 pandemic situation coming in the fall.

EXHIBIT G

NOVEMBER 3, 2020 JOINT GENERAL/SPECIAL ELECTIONS

ELECTION DAY SITES

Pct.	Location	Address	City
401	Senior Citizens Home	700 Juarez St.	Laredo
402	McDonell Elementary School	1606 Benavides St.	Laredo
403	Martin High School (Gym)	2002 San Bernardo Ave.	Laredo
404	Richter Courts Hall	1600 Circle Dr.	Laredo
405	Piedra Angular Templo Cristiano	4050 Santa Maria Ave.	Laredo
406	Santa Maria Elementary School	3801 Santa Maria Ave.	Laredo
407	35 Plaza LLC.	5810 San Bernardo Ave.	Laredo
308	Clark Elementary School	500 Hillside Rd.	Laredo
309	A. Gutierrez Elementary School	505 W. Calle Del Norte	Laredo
310	Christ Miracle Center	4400 Sanders Ave.	Laredo
311	Alma Pierce Elementary School	800 E. Eistetter St.	Laredo
312	Sanchez / Ochoa Elem. School	211 E. Ash St.	Laredo
413	Don Jose Gallego Elem. School	520 Clark Blvd.	Laredo
414	Bruni Elementary School	1502 San Eduardo Ave.	Laredo
215	Memorial Middle School	2002 Marcella Ave.	Laredo
416	Laredo Fire Department	1 Guadalupe St.	Laredo
417	Heights Elementary School	1200 Market St.	Laredo
218	Nixon High School – Annex	2900 N Malinche Ave.	Laredo
219	Milton Elementary School	2502 E. Elm St.	Laredo
220	F. S. Lara Academy	2901 E. Travis St.	Laredo
221	Christ Episcopal Church	2320 E. Lane St.	Laredo
122	Lamar Middle School	1818 N. Arkansas Ave.	Laredo
423	Daiches Elementary School	1401 Green St.	Laredo
124	St. Joseph Church Hall	110 N. Meadow Ave.	Laredo
125	Gateway Assemblies of God Church	3714 Hwy 359	Laredo
226	Webb County Appraisal District	3302 Clark Blvd.	Laredo
227	UISD Student Activity Auditorium	5208 Santa Claudia Ln.	Laredo
128	Templo Revelación	1102 S. Meadow Ave.	Laredo
129	Santo Nino Elementary School	2702 Bismark St.	Laredo
130	McKendrick Library	1920 Palo Blanco	Laredo
231	Ruiz Elementary School	1717 Ave. Los Presidentes	Laredo
132	Prada Elementary School	510 Soria Dr.	Laredo
133	Los Obispos Middle	4801 Ejido Ave.	Laredo
134	Juarez-Lincoln Community Center	1003 Espayo Molina Rd.	Rio Bravo
135	El Centro Community Center	3819 Canillo Ln	El Centro
136	El Solares Community Ctr.	917 N. Main	Mitrande
237	Benita Community Center	303 E. 12 th St.	Benita

WEBB COUNTY ELECTIONS ADMINISTRATION
 NOVEMBER 3, 2020
 JOINT GENERAL/SPECIAL ELECTIONS
ELECTION DAY SITES

Pct.	Location	Address	City
228	Santa Teresita Community Ctr.	18014 Hwy. 59	Laredo
239	B P Newmann Elem. School	1300 Alta Vista Dr.	Laredo
340	Laredo Medical Ctr. Ambulatory	7210 McPherson Rd.	Laredo
341	Nye Elementary School	101 E. Del Mar Blvd.	Laredo
342	JP Precinct 4 Building	8501 San Dario Ave.	Laredo
343	United Middle School	700 E. Del Mar Blvd.	Laredo
344	Col. Santos Benavides Elementary	10702 Kirby Ln.	Laredo
345	Matias De Llano Elem. School	1415 Shiloh Dr.	Laredo
446	Finley Elementary School	2001 Lowry Rd.	Laredo
447	Muller Elementary School	4430 Muller Memorial Dr.	Laredo
448	F & A Bruni Community Ctr.	452 Rancho Peñitas	Laredo
349	United High School	2811 United Ave.	Laredo
350	Collaghan Ranch	11035 N. 27th Miles Cr.	Laredo
351	Laredo Medical Center	1700 E. Saunders St.	Laredo
252	United South High School	4001 Ave. Los Presidentes	Laredo
453	Lamar Bruni Vergara City Park	202 W. Plum St.	Laredo
154	LB Johnson High School	5626 Cielito Lindo Blvd.	Laredo
255	Texas A&M Int'l University	5201 University Blvd.	Laredo
356	Borchers Elementary School	9551 Backwoods Trail	Laredo
457	Long Branch School	15811 U.S. Hwy 83 N.	Laredo
458	G. Washington Middle School	10306 River Bank Dr.	Laredo
359	Doctors Hospital	10700 McPherson Rd.	Laredo
360	Gallagher Garden Apts.	5118 Gallagher Ave.	Laredo
361	Grace Bible Church	5303 Alabama Ave.	Laredo
362	Pep Boys	4401 San Dario Ave.	Laredo
363	LISD Child Nutrition Bldg.	101 E. Saunders St.	Laredo
164	DD Hachar Elementary (LISD)	3000 Guadalupe St.	Laredo
465	Farias Elementary School	1510 Chicago St.	Laredo
266	City Hall Annex Bldg.	1102 Bob Bullock Loop	Laredo
267	Cuellar Elementary School	6431 Casa Del Sol Blvd.	Laredo
268	UISD S.A.C. (Combined w/ 227)	5208 Santa Claudia Ln.	Laredo
169	Centeno Elementary	2710 Pita Mangana Rd.	Laredo

City Council-Regular

Meeting Date: 07/27/2020

Staff Source: Veronica Urbano-Baeza, Internal Auditor

SUBJECT

Establishing the City Council Audit and Accountability Committee and further clarifying the role and authority of the Internal Auditor.

PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 2011-O-077 on June 6, 2011 which established the oversight and role of the Internal Auditor and the Internal Audit Office.

BACKGROUND

In November 2010, the voters of the City of Laredo approved an amendment to the City Charter where the City Council shall appoint, evaluate, replace or terminate an officer of the City, who shall have the title of Internal Auditor, and whose functions and duties shall be determined by ordinance.

In June 2011, Ordinance No. 2011-O-077 was approved by City Council which established the oversight and role of the Internal Auditor and the Internal Audit Office.

The Mayor and City Council concluded it was necessary to establish an Audit and Accountability Committee to provide guidance and oversight of the Office of the Internal Auditor and provide recommendations to City Council on the risks, efficiencies, improvements and fiscal responsibilities of the City and further clarifying the role and authority of the Internal Auditor and the Internal Audit Office to produce analytical audit reports with emphasis on providing an independent and objective evaluation of the City's risk exposures, reliability and integrity of financial and operational information, safeguarding of assets and compliance with laws, grants and contracts.

On June 1, 2020, the Mayor and City Council voted to establish an Audit and Accountability Committee to provide guidance and oversight of the Internal Auditor and the Internal Audit Office, as well as further clarify the role and authority of the Internal Auditor.

City staff examined the government auditing standards, model legislation guidelines for local government auditors and best practices included in charters and ordinances from other municipalities and entities.

City staff developed recommendations for the establishment of an Audit and Accountability Committee and its responsibilities and further defining the role, authority and oversight of the Internal Auditor and the Internal Audit Office.

The City Council has determined that it is necessary to implement these recommendations.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this Ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

INTRODUCTORY ORDINANCE

ESTABLISHING THE CITY COUNCIL AUDIT AND ACCOUNTABILITY COMMITTEE AND FURTHER CLARIFYING THE ROLE AND AUTHORITY OF THE INTERNAL AUDITOR

WHEREAS, in November 2010, the voters of the City of Laredo approved an amendment to the City Charter where the City Council shall appoint, evaluate, replace or terminate an officer of the City, who shall have the title of Internal Auditor, and whose functions and duties shall be determined by ordinance; and

WHEREAS, in June 2011, Ordinance No. 2011-O-077 was approved by City Council which established the oversight and role of the Internal Auditor and the Internal Audit Office; and

WHEREAS, the Mayor and City Council concluded it was necessary to establish an Audit and Accountability Committee to provide guidance and oversight of the Office of the Internal Auditor and provide recommendations to City Council on the risks, efficiencies, improvements and fiscal responsibilities of the City and further clarifying the role and authority of the Internal Auditor and the Internal Audit Office to produce analytical audit reports with emphasis on providing an independent and objective evaluation of the City's risk exposures, reliability and integrity of financial and operational information, safeguarding of assets and compliance with laws, grants and contracts; and

WHEREAS, on June 1, 2020, the Mayor and City Council voted to establish an Audit and Accountability Committee to provide guidance and oversight of the Internal Auditor and the Internal Audit Office, as well as further clarify the role and authority of the Internal Auditor; and

WHEREAS, City staff examined the government auditing standards, model legislation guidelines for local government auditors and best practices included in charters and ordinances from other municipalities and entities; and

WHEREAS, City staff developed recommendations for the establishment of an Audit and Accountability Committee and its responsibilities and further defining the role, authority and oversight of the Internal Auditor and the Internal Audit Office; and

WHEREAS, the City Council has determined that it is necessary to implement these recommendations.

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

SECTION 1. Internal Audit Office. There shall be an independent Internal Audit Office charged with conducting audits of all City departments, offices, programs and agencies. The Internal Audit Office shall be under the direction and control of the Internal Auditor.

SECTION 2. Appointment, Qualifications and Compensation of Internal Auditor. There shall be an Internal Auditor who shall be appointed by the City Council, and shall report to the City Council through an Audit and Accountability Committee of the Council.

The Internal Auditor shall have a bachelor's degree from an accredited college or university in public policy, accounting, business administration, economics or related field. The Internal Auditor shall be knowledgeable in public administration, public financial and fiscal practices, and governmental accounting and auditing. The Internal Auditor shall possess adequate professional proficiency for the job as demonstrated by required amount of experience and any relevant certifications.

The Internal Auditor's compensation shall be fixed by the City Council.

SECTION 3. Term, Removal, Absence or Disability of the Internal Auditor. The Internal Auditor shall not be appointed for a definite fixed time but shall be removable at the will and pleasure of the City Council by no less than the affirmative vote of five Council Members. In case of the absence or disability of the Internal Auditor, the City Council may designate a qualified person to perform the duties of the office.

SECTION 4. Appointment and Removal of Employees. The Internal Auditor shall have the authority to appoint, employ, evaluate and remove such Internal Audit personnel as deemed necessary for the efficient and effective administration of the affairs of the office and to prescribe their duties, scope of authority and qualifications. All employees in the Internal Audit Office shall be in the classified civil service of the City and shall be appointed and may be removed by the Internal Auditor. Any classified employee in the Internal Audit Office shall have the same rights as other classified city employees.

SECTION 5. Independence, Objectivity, and Audit Standards. Internal Audit shall be a staff function with no authority over the personnel and activities being audited. The Internal Auditor shall organize and administer the Internal Audit Office to operate without interference or influence that might adversely affect the independent and objective judgment of an auditor. The Internal Auditor:

1. Shall organize the Internal Audit Office as necessary to perform the auditor's responsibilities and duties under the City Charter;
2. Shall exercise due professional care in carrying out the auditor's duties, and ensure that due professional care is employed by audit staff in conducting audits; and
3. Shall adhere to generally accepted government auditing standards established by the Comptroller General of the United States to conduct the auditor's work and be independent as defined by the standards, as well as, adhere to the International Standards of the Professional Practice of Internal Auditing and the Code of Ethics acknowledged by the Institute of Internal Auditors; and
4. May not be actively involved in partisan City political activity.

SECTION 6. Powers and Duties. In carrying out the annual audit plan, the Internal Auditor shall evaluate the adequacy and effectiveness of controls encompassing the City's operations and information systems. This should include the reliability and integrity of financial and operational information; effectiveness and efficiency of operations; safeguarding of assets; and compliance with laws, regulations, and contracts. The Internal Auditor shall also conduct special audits and investigations, as assigned by the Audit and Accountability Committee. The City Charter establishes the Internal Audit Office, and the Internal Auditor's powers and duties are as follows:

1. Shall communicate directly with the Audit and Accountability Committee and City Council, attend Audit and Accountability Committee meetings, and regularly meet with City Council;
2. Establish risk-based plans to determine the priorities of the Internal Audit Office;
3. Communicate the annual audit plan and resources available to the City Council for review, comment and approval through the Audit and Accountability Committee;
4. May conduct follow-up reviews determined to be necessary by the Internal Auditor to verify a report or plan from City Management in response to an audit recommendation;
5. Maintain a system to monitor the disposition of results and recommendations communicated in prior audits;
6. Respond to the Audit and Accountability Committee's, City Council's and City Management's special requests for audits and consulting services;
7. Communicate results and recommendations of audits completed to the corresponding departments, City Manager, Audit and Accountability Committee and City Council;

8. May obtain the services of Certified Public Accountants, qualified management consultants or other professional experts necessary to assist in the performance of the auditor's duties, in compliance with the City's procurement requirements;
9. Coordinate audit efforts with those of the City's external auditors;
10. Prepare the Internal Audit Office's annual budget and monitor expenditures for compliance with budget limitations;
11. Supervise, plan, schedule and assign work to the Internal Audit staff;
12. Continue professional development of the Internal Audit staff; and,
13. Carry out the administrative responsibilities of the Internal Audit Office.

SECTION 7. Access to Employees, Records and Property. The Internal Auditor shall have access to and authority to examine any and all documents including but not limited to books, accounts, internal or external memoranda, tapes, reports, vouchers, files and other records, CDs, computer data, bank accounts, money, funds, and other property of any City department, office or agency, excluding records protected by the attorney-client privilege.

It is the duty of any officer, employee or agent of the City having control of such records to permit reasonable access to, and examination thereof, upon the request of the Internal Auditor or his or her authorized representative. It is also the duty of any such officer, employee or agent to fully cooperate with, and to make full disclosure of all pertinent information. Each City officer and employee shall provide the Internal Auditor with free and open access to property, equipment, facilities, and operations for inspection or observation by the auditor.

Further, all contracts with outside contractors or subcontractors shall contain a "right-to-audit" clause and provide the Internal Auditor access to contractor's employees and to all financial and performance related records, property and equipment purchased in whole or in part with City funds.

SECTION 8. Professional Development. Sufficient resources shall be made available to the Internal Auditor and staff to ensure appropriate professional development, continuing professional education and compliance with applicable certification requirements.

SECTION 9. Annual Audit Plan. Prior to the beginning of each fiscal year, the Internal Auditor shall submit an annual audit plan to the City Council for review, comment and approval through the Audit and Accountability Committee. The Internal Auditor shall prepare an annual audit plan based on requests from the City Council, the Audit and Accountability Committee and the City Manager and a risk assessment performed by the Internal Audit Office. Audit selection shall be based on the Internal Auditor's professional judgment augmented by the direction of the City Council acting as a whole.

1. The annual audit plan shall identify each audit the Internal Auditor intends to conduct, including:
 - a. The department, organization, service, program, function, or policy to be audited; and
 - b. Key audit objective(s) to be addressed.
2. The annual audit plan may be amended by the Internal Auditor if he or she notifies and obtains concurrence of the Audit and Accountability Committee.
3. The Internal Auditor may initiate, conduct, or expand the scope of an audit or investigation, if the auditor determines that:
 - a. Fraud, abuse, or illegality may have been or is occurring; or
 - b. An audit finding requires expansion of the scope of an audit or investigation in progress.

SECTION 10. Report of Irregularities. If, during an audit, the Internal Auditor becomes aware of abuse or illegal acts or indications of such acts that could affect the City, the Internal Auditor shall:

1. Report the suspected violation to the City Manager;

2. Report the suspected violation to the Audit and Accountability Committee;
3. Report the suspected violation to the City Council;
4. Consult with and obtain advice from the City Attorney; and
5. If the suspected violation is criminal, notify the Police Department in order to begin a separate criminal investigation.

SECTION 11. Agency Response. A final draft of audit reports will be forwarded to the corresponding departments and the City Manager for review and comment prior to release. The department must respond in writing, specifying (i) agreement with audit findings, observations and/or recommendations or reasons for disagreement with findings, observations and/or recommendations; (ii) plans for implementing solutions to issues identified; and (iii) a time table to complete such activities. The response must be forwarded to the Internal Auditor within ten (10) working days. The Internal Auditor will include the department's response in the final audit report. If no response is received, the Internal Auditor will note that fact in the transmittal letter and will release the final audit report.

SECTION 12. Final Audit Report Distribution and Presentation. The Internal Auditor shall submit each final audit report to the Audit and Accountability Committee, City Council, City Manager and the corresponding Department(s), and shall retain a copy as a permanent record. A copy shall be retained in accordance with public records law.

SECTION 13. Audit and Accountability Committee. The Audit and Accountability Committee, one of the standing committees of the City Council, serves the City Council, the Internal Audit Office, City Manager and staff, and the general public by promoting a culture of improvement, integrity, accountability and trust in the performance of City operations and functions. The Audit and Accountability Committee will accomplish this goal by providing guidance to and oversight of the Internal Audit Office in the performance of its responsibilities.

Members.

Five members appointed by the Mayor shall comprise the Audit and Accountability Committee. Three members shall be members of the City Council. Two members, who are residents of the City of Laredo and have applicable experience in financial and/or audit matters, shall be appointed by the Mayor. These two members are to be independent of City Management and the City of Laredo. The Mayor shall appoint one of the Council Members as Chairperson.

Meetings.

The Audit and Accountability Committee shall meet as needed to perform its duties but shall not meet less than once quarterly.

1. A majority of the members of the Audit and Accountability Committee shall constitute a quorum.
2. The Chairperson of the Audit and Accountability Committee may request the City Manager, Internal Auditor or others attend meetings and provide pertinent information, as necessary.
3. The minutes of each meeting are to be prepared and sent to Committee members and approved at subsequent meetings.
4. In compliance with the Texas Open Meetings Act, the Audit and Accountability Committee will hold executive sessions with the Internal Auditor and External Auditors as deemed appropriate.

Financial Statement Responsibilities.

1. Review significant accounting and reporting issues, including complex or unusual transactions and highly judgmental areas, and recent professional and regulatory pronouncements, and understand their impact on the financial statements.
2. Review with City Management and the External Auditors the results of the audit, including any difficulties encountered.

3. Review the annual financial statements and consider whether they are complete, consistent with information known to Committee members, and reflect appropriate accounting principles.
4. Review other sections of the annual report before release and consider the accuracy and completeness of the information.
5. Review the independent auditors' single audit of the federal awards administered by the City and their reports thereon.
6. Review with City Management and the External Auditors all matters required to be communicated to the Committee under generally accepted auditing standards.

Internal Control Responsibilities.

1. Consider the effectiveness of the City's internal control system, including information technology security and control.
2. Understand the scope of the External Auditors' review of internal control over financial reporting and obtain reports on significant findings and recommendations, together with Management's responses.

Internal Auditor Responsibilities.

The Audit and Accountability Committee shall communicate City Council's expectations and feedback to the Internal Auditor.

1. The Committee shall review with the Internal Auditor the charter, budget, plans, activities and staffing of the Internal Audit Office.
2. The Chairperson of the Audit and Accountability Committee shall meet periodically with the Internal Auditor to discuss whether the materials and information being furnished to the Committee are meeting their needs. The Internal Auditor shall have reasonable access to the Chairperson of the Audit and Accountability Committee.
3. The Audit and Accountability Committee shall review and approve the Internal Auditor's proposed annual audit plan. This plan may be amended after review with and approval by the Committee. In the case of extraordinary circumstance, the City Manager may utilize resources from the Internal Auditor to take actions as necessary to safeguard the assets of the City, with the concurrence of the Audit and Accountability Committee Chair, until the next scheduled meeting of the Committee.

The Audit and Accountability Committee shall:

- a. Ensure that the City Manager has provided input and feedback on the proposed annual audit plan;
 - b. Continuously identify significant issues for audit in order to minimize unexpected or negative outcomes;
 - c. Ensure that audit work efforts are commensurate with perceived risk; and
 - d. Review and recommend on a case-by-case basis future actions concerning any written audit requests by the Internal Auditor, City Manager or City Council that are beyond the approved annual audit plan.
4. The Audit and Accountability Committee shall perform an evaluation of the Internal Auditor annually and report the results of the evaluation and effectiveness of the audit function to the City Council.
 5. The Audit and Accountability Committee shall review the Internal Auditor's report on major activities, key findings and issues. The Internal Auditor shall be expected to raise matters that have a material effect on controls, integrity of management and quality of financial reporting. The Audit and Accountability Committee shall:
 - a. Monitor the Internal Auditor's audit results and follow-up activities on significant findings and recommendations from previous audits to determine whether timely and appropriate corrective actions have been taken by City Management;
 - b. Ensure that audit results include recommendations that serve to improve and enhance City operations; and
 - c. Ensure that City Management's corrective action plans to audit report recommendations are appropriate.

6. The Audit and Accountability Committee shall review the Internal Auditor's report on performance measures for the Internal Audit Office.

External Audit Responsibilities.

1. Review the External Auditors' proposed audit scope and approach, including coordination of audit effort with the Internal Auditor.
2. Review the performance of the External Auditors and subject to review and final approval of the City Council exercise approval on the appointment or discharge of the auditors.
3. Review and confirm the independence of the External Auditors by obtaining statements from the auditors on relationships between the auditors and the City, including non-audit services and discussing the relationships with the auditors.
4. When required, meet separately with the External Auditors to discuss any matters that the Committee or auditors believe should be discussed privately.

Compliance Responsibilities.

The Audit and Accountability Committee shall review the effectiveness of the system for monitoring compliance with laws and regulations.

SECTION 14: Peer Review. In accordance with generally accepted government auditing standards, the audit activities of the Internal Audit Office shall be subject to a peer review not less than once every three years by a professional, non-partisan, objective person or group, including an auditor or other professional with appropriate government auditing expertise, utilizing guidelines endorsed by the Association of Local Government Auditors.

1. Peer review shall determine compliance by the Internal Audit Office with government auditing standards and the quality of the auditor's audit effort and reporting, including:
 - a. General standards, including staff qualifications, due professional care, and quality assurance;
 - b. Fieldwork standards, including planning, supervision, and audit evidence; and
 - c. Reporting standards, including report content, presentation, and timeliness.
2. After the Audit & Accountability Committee has evaluated the findings and recommendations in the written peer review, the Committee shall provide a copy of the written peer review report to City Council.
3. The Internal Auditor shall pay for the cost of the peer review from the Internal Audit Office budget.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudia San Miguel, Transit General Manager

SUBJECT

Authorizing the City Manager to execute a lease agreement in the term of five (5) years to the ground lease agreement by and between the City of Laredo, a Municipal Corporation (Licensor), and new Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, (Licensee), with its principal place of business at AR1025 Lenox Park Boulevard, NE, 3rd floor, Atlanta, GA 30319. Site ID: 10007674, being a portion located at 1301 Farragut St., Laredo, Webb County, Texas, with the annual rental amount of \$22,150.00 and will increase 2.5% per annum hereinafter, in accordance with the terms as defined by the agreement and/or modified by subsequent amendments.

PREVIOUS COUNCIL ACTION

On May 19th, Ordinance No. 2014-O-063 the second and final renewal term of five (5) years to the Ground Lease Agreement by and between the City of Laredo, a Municipal Corporation (Landlord), and New Cingular Texas/Illinois Cellular Limited Partnership, by its General Partner, Southwestern Bell Wireless, Inc., d/b/a New Cingular Wireless PCS, L.L.C., (Tennant), Ordinance No. 99-O-197, from July 19, 2014 through July 18, 2019, Site ID: 10007674, being a portion located at 1301 Farragut St., Laredo, Webb County, Texas.

BACKGROUND

On July 6, 2010, Ordinance No. 2010-O-078, First Amendment Ground Lease (Flores Street) was executed, whereby Landlord with the Tenant, amended the Ground Lease to modify the leased area location, base rent amount, and Notice Sections. Exhibit A was replaced by Exhibit A-1 as indicated on the amendment. The annual rent of \$14,740.00 will now be increased by an additional \$2,199.96 annually to \$16,939.96 as compensation for the Landlord's loss of parking revenues. The notice section will also be modified to reflect the Tenants new company name and address.

On July 19, 1999, Ordinance No. 99-O-197, Landlord and Tenant entered into a Ground Lease Agreement (Flores Street); Landlord leased to Tenant, a portion of premises on roof top of the Laredo Transit Center located at 1301 Farragut Street. Term of the lease shall be fifteen (15) years, commencing on July 19, 1999 and ending July 2014, with an option for one (1) successive renewal term of five (5) years. The annual base rent shall be \$7,700.00 each year during the term of the lease and

will be adjusted on each anniversary of the commencement date according to changes in the consumer price index.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Transit Management and Staff recommends approval of this item. New agreement as negotiated by Transit Management, Staff and Legal provides added contractual protections, and increased revenue that will help off set the reduction on this FY20-21 parking garage revenues.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: N
Source of Funds:
Account #: 518-5450-361-2006
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

NEW LEASE AGREEMENT WOULD INCREASE TELECOMMUNICATION RENTALS REVENUE TO \$22,150.00 THE INITIAL YEAR AND WITH A 2.5% INCREASE EVERY YEAR AFTER

Attachments

Lease Agreement

AMENDED AND RESTATED LICENSE AGREEMENT

BETWEEN

THE CITY OF LAREDO, TEXAS

AND

NEW CINGULAR WIRELESS PCS, LLC

FOR

1301 FARRAGUT STREET, LAREDO, TEXAS

DATED: _____

LICENSE AGREEMENT

This Communications Site License Agreement (“License”) is made as of _____ 2020 (“**Effective Date**”), by and between the City of Laredo (“Licensor”), a Texas municipality, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, (“Licensee”), with its principal place of business at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319. Licensor, Licensee and any permitted Sublicensees as provided for in Section 4 are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

1. Premises & Grant of Authority.

1.1 Licensor is the record owner of a piece of real property generally located at 1301 Farragut Street, Laredo, Texas, legally described in Exhibit “A.” (“Property”). Licensor licenses to Licensee a portion of the property legally described in Exhibit A (“Premises”) along with any necessary access rights, which are clearly and particularly depicted on Exhibit “A” attached hereto and incorporated herein by reference, as well as a 12’ x 16’ storage room located on the eastside of the fifth floor in the Laredo Transit Center. The property legally described in Exhibit A shall be hereinafter be referred to as “The Premises” or “Premises.”

1.2 Subject to the terms and conditions of this License, Licensor grants to Licensee the Premises so that Licensee, at its sole cost and expense, may construct and operate a wireless communications facility, including all necessary electrical equipment as further described in the engineered drawings found in Exhibit B. The facility and all necessary equipment as depicted in drawings pre construction and by photographs to demonstrate the facility and equipment as built shall be attached hereto as Exhibit B and shall hereinafter be referred to as “Facilities.”

1.2.1 All Parties acknowledge that Licensor, in executing this License, is acting only in its capacity as the owner of the Premises and not in any governmental fashion. Licensee shall not consider this License as approval of any permits, licenses or other governmental approvals required for the construction or operation of a wireless communications facility.

1.2.2 All Parties further acknowledge that Licensee shall install and operate the wireless communications facility in a good and workmanlike manner that shall at all times be in compliance with federal, state and local law.

1.2.3 Licensee’s right to use the Premises is conditioned on obtaining and maintaining all federal, state and local permits, certificates, licenses and approvals to install, operate and maintain the Facilities Notwithstanding anything to the foregoing, as used herein, Facilities does not include Microwave Links/Signals or any form of power equipment except generators. Generators may only be used on the Site to generate temporary power for the Facilities with the prior written consent of Licensor.

2. **Term.**

2.1 The initial term of this License shall be five (5) years (the "Initial Term"), commencing on the earlier of (i) the date Licensee commences construction or installation of its Facilities on the Premises, or (ii) ninety (90) days from the Effective Date. The Initial Term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date.

2.2 Following the Initial Term, provided that Licensee is not in default or in breach, the License will automatically renew for one (1) additional term of five (5) years ("Renewal Term"), provided neither Party chooses to terminate the License in accordance with subsection 2.2.1 below. Other than the changing license fee, the Renewal Term shall be based on the same terms and conditions as set forth herein.

2.2.1 Licensor may terminate the automatic renewal by informing the Licensor in writing at the address provided for herein in the Notice no later than twenty four (24) months prior to the expiration of the Initial Term or the Renewal term, only in the event of redevelopment or major construction of the Premises that would require removal of Tenant's equipment.

2.3 **Holdover** -- If Licensee shall remain in possession of the Premises at the expiration of the Initial term of this License or any Renewal Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be two (2) times-the License Fees in effect at the expiration of this Agreement (prorated on a monthly basis). Nothing contained herein shall grant Licensee the right to holdover after the term of this Agreement has expired.

3. **License Fee.**

3.1 From and after the occurrence of the Commencement Date until the commencement of a Renewal Term, Licensee shall pay Licensor rent in the amount of Twenty Two Thousand and One Hundred Fifty Dollars (\$22,150.00) per year ("License Fee"). Payment shall be paid annually in advance. The License Fee shall increase annually during the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to two and a half percent (2.5%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License. All sums payable by Licensee under this License, whether or not stated to be License fees or additional License fees, shall be collectible by Licensor as License fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay License fees (without prejudice to any other right or remedy available therefor).

3.2 Licensee shall have the right to sublicense the Premises as provided for in Section 4

3.3 Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense. In

the event that Licensee fails to use a direct deposit system, Licensee shall pay Licensor the License Fee in the form of a check made out to the order of City of Laredo, Transit Department and sent to:

1301 Farragut Street
Laredo, Texas 78040-4902

3.5 Administrative Fees. In addition to the License Fee, the licensee will be responsible for paying administrative fees, as applicable, associated with the operation and maintenance of the Facilities, as provided in Exhibit G. Licensor reserves the right to update the schedule of administrative fees in order to recover its actual costs of contract and oversight administration.

3.4 Should Licensee fail to vacate and return the premises to their prior state when due, the License Fee shall be 250% of the License Fee from the immediate prior year.

4. **Assignment or Subletting.**

4.1 Licensee shall not assign this License without the prior express written consent of the Licensor, provided that the same shall not release Licensee from any obligations arising under this lease.

4.2 Licensee may sublicense the Premises to any qualified third party communications provider consistent with this License. Prior to doing so, Licensee shall notify Licensor. Upon execution of such sublicense, Licensee shall pay Licensor as additional rent fifty percent (50%) of all revenue received from such Sublicensee ("Collocation Fee"). The Collocation Fee shall be paid in the same manner and subject to the same requirements and conditions as the License Fee. However, in no event shall the Collocation Fee be less than Eighteen thousand dollars (\$18,000) per annum. This minimum amount shall be adjusted on an annual basis as provided in Section 3.1 through the term of this License in the same manner as the License Fee. Moreover, in the event that such Sublicensee requires additional space outside of the Premises, Sublicensee shall enter into a separate license with Licensor to do so, or this License may be amended to provide for such additional space. Licensor may grant or deny such requests in its sole discretion, including conditioning execution of such new or amended agreements on the payment of additional rent.

5. **Interference.**

5.1 Licensee shall operate its Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the date of this Agreement including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Use shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within five business days of notice and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default.

Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not curtailed within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Facilities causing such interference.

5.2 Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the date hereof to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Use as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Use shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the provisions of Section 6.3. below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference against the interfering party.

5.3 Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Commencement Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. In the event that Licensee commences to use the Premises in a manner as to which Licensee is not presently licensed by the FCC, but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above.

6. Improvements & Utilities.

6.1 Prior to installing or allowing any Facilities to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Facilities. The Facilities to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. Licensor's approval of any installation is not a representation that such installation of the Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations

or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Facilities shall be installed and operated solely within the Premises.

6.2 All work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Facilities, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

6.3 Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Facilities shall remain the exclusive property of Licensee during the term of this License, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

6.4 Licensee will notify Licensor prior to commencing Licensee's installation work on the Property. Prior to commencing any installation, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 14 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect Licensor and Licensor's property manager, if applicable, with respect to the Property) against any claim or liability arising out of the installation. Licensee's contractor will name Licensor and Licensor's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Facilities, Licensee shall provide Licensor with copies of any Governmental Approvals obtained by Licensee with respect to this License.

6.5 All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary construction easement described in Section 6.2 hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

6.6 Following any termination or expiration of this License, Licensee shall remove all of its Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of five (5) feet below grade. If Licensee fails to remove all of its Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Facilities within the next succeeding year, and Licensee shall reimburse

Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Facilities abandoned, whereupon the Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this License. Licensee agrees to maintain its Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

6.7 Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

6.8 All Parties acknowledge that the primary purpose of the Premises is to serve the transportation needs of the community via El Metro and the City of Laredo Transportation Department, as well as to serve as the locations of the City of Laredo Community Development Department, City of Laredo Police Department, and commercial tenants, and should Licensee's equipment need to be moved at any time during this Agreement, Licensee shall move its equipment at its expense upon ninety (90) days written request by Licensor.

7. Relocation.

7.1 In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by Licensor as directed by the Laredo City Council, the Licensee will be required to remove the Facilities at Licensee's expense for the purpose of relocation or disposal. If appropriate, Licensor will provide another location for the relocation of the Facilities, or for the installation of new improvements. Licensor will provide Licensee at least one (1) year of advance notice of the need for removal and relocation, and Licensee shall fully cooperate in such removal and relocation. Licensor shall permit Licensee to place temporary Facilities (Cell on Wheels or similar installation) on the Property or at some other location acceptable to Licensee until such relocation is complete. If relocation is not possible, but the alteration to the Property will accommodate the installation of new facilities, the License will terminate and the parties may negotiate a new agreement appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

8. Technical Standards.

8.1 Licensee agrees that the installation, operation and maintenance of its Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations and with such technical standards as may from time to time be established by Licensor for the Premises, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). The current Technical Standards are attached hereto as Exhibit D. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days thereafter.

9. Access.

9.1 Upon 24 hour notice to Licensor to the best of Licensee's ability in good faith, Licensee and its "authorized personnel" shall be entitled to access for customary maintenance of the Premises during Licensor's normal business hours. Should Licensee require emergency access, said access shall be obtained by calling Monica Serna at (956) 286-7833 or Roland Romero at (956) 602-4524. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements, including compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. Initial rules and regulations are attached as Exhibit E and incorporated by this reference. In the event Licensee requires access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such escorted access to the Premises.

10. Events of Default.

10.1 It shall be an Event of Default if any one or more of the following events shall occur:

10.1.1 Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from Licensor (provided, however, that Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or

10.1.2 Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

10.1.3 Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

(a) Following three (3) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (i) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (ii) the License Fees reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default.

(b) Whether or not Licensor has elected to recover sum set forth in (a) above, terminate this License on at least five (5) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and

terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

(c) Suspend the supply of electrical power to the Facilities until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of Base License Fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services.

(d) In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

11. Termination.

11.1 Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this License may be terminated by Licensee or Licensor in the following circumstances:

11.1.1 After the Initial Term, upon ninety (90) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Facilities in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an Existing Licensee);

11.1.2 After the Initial Term, upon ninety (90) days prior written notice, and upon payment to Licensor of a termination fee equal to three (3) annual License Fees at the then current annual rental rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate this License.

11.1.3 Upon one (1) year's written notice by Licensor to Licensee if the Laredo City Council passes an ordinance calling for all or any applicable portion of the Property to be sold, transferred, developed, redeveloped, renovated, upgraded, or declared surplus property in such a way that the use of the Property is no longer compatible with the Facilities installation.

11.1.4 Upon one (1) year's written notice by Licensor to Licensee if in accordance with applicable law, the Laredo City Council finds the use of the Premises has become a nuisance, however, in the event of an emergency brought about by such nuisance, the City Council may specify a shorter termination period.

11.1.5 Upon termination in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

12. Casualty and Condemnation.

12.1 If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

12.2 If at any time during the term of this License all or "substantially all" (as described in the preceding subsection 13.1) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

13. **Taxes.**

13.1 Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

14. **Insurance, Release and Hold Harmless.**

14.1 Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:

14.1.1 Workers Compensation insurance at statutory limits, including Employers Liability coverage with a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

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

14.1.3 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;

14.1.4 "All-risk" property insurance insuring the Facilities and its appurtenant personal property for full replacement costs.

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

14.2.1 Builders Risk coverage (if applicable) as follows:

(a) 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.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Licensor responsible for materials. The deductible shall not exceed \$5,000.

14.2.2 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.

14.2.3 With reference to the foregoing insurance requirement, the Licensee shall specifically endorse applicable insurance policies as follows:

(a) Licensor shall be named as an additional insured with respect to General Liability, Automobile Liability, and Builders' Risk.

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of Licensor shall be contained in the Workers' Compensation and all liability policies.

(d) All insurance policies shall be endorsed to require the insurer to immediately notify Licensor of any material change in the insurance coverage.

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

(f) All insurance policies, which name Licensor 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 Licensors.

(i) Insurance must be purchased from insurers that are financially acceptable to Licensors.

(j) Unless approved in writing by Licensors, Licensee shall place the Required Insurance with insurers licensed to do business in the State of Texas and with a current A.M. Best rating of at least

(k) 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:

(i) Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

(ii) Shall specifically set forth the notice-of-cancellation or termination provisions to Licensors.

(l) Upon request, Licensee shall furnish Licensors with certified copies of all insurance policies.

14.3 Licensee hereby releases Licensors and Licensors's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 15.

14.4 Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

14.4.1 any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Licensors or its agents or employee;

14.4.2 any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, Sublicensees, licensees or invitees;

14.4.3 any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensors, its employees or agents; and

14.4.4 any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

14.5 Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

15. Notices.

15.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensor:

City of Laredo, Texas, to:

City of Laredo Transit Department

1301 Farragut Street

Laredo, Texas 78040-4902

Attention: Claudia San Miguel, Transit General Manager

With a required copy sent to:

City of Laredo, City Attorney's Office

1110 Houston St.

Laredo, Texas 78040

Attention: City Attorney

If to Licensee, to:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

RE: Cell Site Name: STX1187 Flores Avenue; Fixed Asset No.: 10007674

1025 Lenox Park Boulevard NE, 3rd Floor

Atlanta, GA 30319

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

15.1.1 Notices will be deemed to have been given upon either receipt or rejection. Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. Quiet Enjoyment, Title and Authority.

16.1 Licensors covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Use of the Premises; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

17. Hazardous Substances.

17.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

17.2 Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), to insure, protect, hold harmless and indemnify Licensor from any liability created by Licensee pursuant to such sections.

17.3 Licensor makes no warranty or representation whatsoever concerning the Premises, including without limitation, the condition, fitness, or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances, or governmental regulations. Licensee's right to use Premises is strictly on an "as is" basis with all faults, existing as of the Effective Date. Licensor hereby disclaims all warranties whatsoever, express or implied, the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

17.4 Licensors or its officers, employees, contractors, or agents shall at all times have the right to enter and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated; provided, however, Licensor must first call Licensee at (877) 231-5447 at least forty-eight (48) hours in advance of any proposed entry and/or inspection by Licensor to allow a representative of Licensee to be present during any such entry and/or inspection. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Premises and taking photographs, but may not in any event disrupt or interfere with Licensee's Permitted Use of the Premises.

17.5 Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Premises as defined herein, give written notice to Licensor in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within Premises. The failure to disclose in a timely manner the release of a Hazardous Substance shall be a breach of this License by Licensee. Licensee shall immediately clean up and completely remove such release of Hazardous Substances to the extent released by Licensee on, under, about or within Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules, and regulations.

17.6 In the event Hazardous Substances used in violation of applicable laws are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of any Hazardous Substances in violation of applicable laws placed on, under, about or within Premises by Licensee, and provide written documentation of its safe and legal disposal.

17.7 Breach of any of these covenants, terms, and conditions, and Licensee's subsequent failure to cure within thirty (30) days after Licensee's receipt of written notice from Licensor (provided Licensee shall have such extended period beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion), shall give Licensor the authority to either terminate this License or to shut down Licensee's operations thereon, at the sole discretion of Licensor. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances to the extent placed by Licensee on, under, about or within the Premises or the Property in violation of applicable laws. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances to the extent introduced to the Premises by Licensee during Licensee's period of use and possession of Premises. Upon termination of this License, Licensee shall, in accordance with all applicable laws, remove from the Premises any equipment or improvements to the extent placed on Premises by Licensee that may be contaminated by Hazardous Substances.

17.8 The terms of this Section 17 shall survive the expiration or earlier termination of this License.

18. **Assignment to Affiliate.**

18.1 Licensee may assign this License and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an "Affiliate" of Licensee upon written notification of Licensor. For purposes of this subparagraph, Affiliate shall mean: (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by

Licensee, or (iv) an entity which purchases substantially all of the assets of Licensee, or (v) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee.

18.2 Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder unless specifically reserved; provided, however, that an assignment of this License to an entity having a net worth of \$50,000,000 or more (or to an entity providing a guaranty in Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

19. Successors and Assigns.

19.1 This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. Previous Licenses.

20.1 In the event there is an existing license between Licensee and Licensor (or its predecessor-in-interest) covering the Premises, it is agreed and understood that this License shall cancel, supersede and terminate said prior license as of the Effective Date of this License.

21. Waiver of Licensor's Lien.

21.1 Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof. The Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Facilities from time to time in Licensee's sole discretion.

22. Miscellaneous.

22.1 The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

22.2 Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

22.3 This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this License must be in writing and executed by both parties.

22.4 Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

22.5 Each party agrees to cooperate with the other in executing any documents (including a Memorandum or short form of License and/or easement agreement) necessary to protect its rights under this License. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License. Either party may record an easement agreement.

22.6 This License shall be construed in accordance with the laws of the county and state in which the Premises are located.

22.7 If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

23. Mortgage Subordination.

23.1 This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall have the right to recognize and preserve this License in the event of any foreclosure sale or possessory action, and in such case, this License shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. Notwithstanding the foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

24. RF Signage and Notices.

24.1 Licensee, and any permitted Sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted Sublicensee are referred to two recent FCC and OSHA enforcement orders for guidance on signage. (See <http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html> and <http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html>)

24.1.1 To assist Licensee and any permitted Sublicensee, attached hereto and incorporated herein as Exhibit F is the industry standard for signage as established by PCIA - The Wireless Infrastructure Association's Technical Council.

25. **Amendments.**

25.1 The provisions of this License may be amended only by mutual written consent of the Parties.

26. **No Relocation Assistance.**

26.1 Licensee acknowledges that Licensee is not entitled to relocation assistance, or any other applicable provision of law upon termination of this License.

27. **Time.**

27.1 Time is of the essence of this License.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date aforesaid.

THE CITY OF LAREDO, TEXAS (LICENSOR):

By: _____

Printed Name: Robert A. Eads

Title: City Manager

Date: _____

New Cingular Wireless PCS, LLC (LICENSEE):

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Secretary
Jose A. Valdez, Jr.

Approved as to Form:

Assistant City Attorney
Ricardo Benavides, III

EXHIBIT "A"

PREMISES

The Premises shall consist of the following:

1. Ground space measuring approximately _____' in length by _____' in width.

The street address of the Property is:

The Assessor's Parcel Number is: _____

The Property is recorded in the land records of _____ County, _____

- a. Lot No. _____
- b. Block No. _____
- c. Section No. _____
- d. Subdivision No. _____

OR

INSERT LEGAL DESCRIPTION OF SPECIFIC PARCEL INCLUDING ALL NECESSARY EASEMENT RIGHTS FOR POWER AND COMMUNICATIONS CONNECTIONS.

EXHIBIT "B"
FACILITIES

THIS EXHIBIT SHALL CONTAIN AN ENGINEERED DRAWING OF THE FACILITY AND ANY SUPPORT STRUCTURES, WITH LICENSOR HAVING THE OBLIGATION TO PROVIDE AN AS-BUILT DRAWING AND PHOTOS WITHIN 1 MONTH OF COMPLETION.

EXHIBIT “C”

COMMUNICATIONS EQUIPMENT

1. The Facility shall contain the antennas, antenna mounts, and associated wiring and cabling listed below.
2. Building housing communications equipment and appurtenances associated therewith as more fully described below.

Antennas

Number

Type

EXHIBIT "D"
SITE TECHNICAL STANDARDS

I. General

All users shall furnish the following to Licensor prior to installation of any equipment.

Site application/facilities data sheet.

Copies of FCC licenses/construction permits.

Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

Copies of manufacturer's equipment specifications.

The following will not be permitted without the written consent of Licensor, which consent shall not be unreasonably withheld:

Equipment which does not conform to FCC Rules and Regulations.

Any equipment without FCC type acceptance.

Non-continuous duty rated transmitters used in continuous duty applications.

Equipment not designed for high-density site applications.

Nickel plated connectors.

Add-on power amplifiers.

Digital/analog hybridizing in exciters, unless type-accepted.

Transmitter outputs without a harmonic filter and antenna matching circuitry.

Ferrite devices or semiconductors looking directly at an antenna.

Active or passive devices hidden in inconspicuous locations.

Cascaded receiver multicouplers/preamps.

Hybrid equipment with different manufacturers' RF designated markings.

Equipment with crystal oscillator modules which have not been temperature compensated.

Open rack mounted receivers and transmitters.

Change in operating frequency(ies).

II. Radio Frequency Interference Protective Devices

In general, the following minimum specifications will apply:

30-88 MHz

Isolators - minimum 60 dB.

TX output cavity - minimum of 20 dB rejection at ± 1 MHz

High power type, continuous duty for all paging transmitters

130-174 MHz

Dual Stage Isolators - minimum of 60 dB insertion loss allowable.

TX Cavity - minimum of 25 dB rejection at ± 1 MHz.

406-512 MHz

Dual Stage Isolators - minimum of 60 dB insertion loss allowable.

TX Cavity - minimum of 25 dB rejection at ± 1 MHz.

806-960 MHz

Dual Stage Isolators - minimum of 60 dB insertion loss allowable.

TX Cavity - minimum of 20dB rejection at ± 5 MHz.

Other frequency ranges as determined by Licensor.

It should be emphasized that the above specifications are minimum requirements. Additional protective devices may be required based upon evaluation of the following information:

Theoretical transmitter mixes, especially second and third order products

Antenna location and type

Combiner/multicoupler configurations

Transmitter specifications

Receiver specifications

Historical problems

Transmitter to transmitter(s) or receivers(s) isolation

Calculated and measured level of intermod products

Transmitter output power and ERP

Spectrum analyzer measurements

VSWR measurements

Existing cavity selectivity

Antenna to antenna proximity

III. All Antennas And Mounts Must Be:

Mounted only on approved side arms or posts or other specified mounts and only one per mount unless authorized by Licensor

All mounting hardware galvanized or non-corroding metal.

Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.

Bonded with copper braid to building ground system, when available.

Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) and Scotchkoted (including booted pigtails).

Must meet manufacturer's VSWR specifications.

Antennas or hardware with corroded elements must be repaired or replaced.

Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.

Unless otherwise authorized by Licensor, all antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

Mounting pipes must be cut such that they do not extend above the antenna mounting sleeve.

IV. Antenna Mounts

2" or greater heavy wall galvanized mounting pipes must be used.

No welding or drilling on mounts will be permitted.

Any corroding hardware must be replaced.

V. Cable

All antenna transmission lines shall be grounded at the antenna, at the entry point to the equipment room, and in the equipment room, with the appropriate grounding kits.

All antenna lines to be jacketed Heliax (or equivalent), 1/2" or greater.

All transmission lines must be clamped with stainless steel clamps made specifically for this purpose (not wraplock) to the wave guide bridge for the full external run of the line.

Where no troughs or cable trays exist, all cable must be tied and bundled at not less than 2' intervals.

No kinked or cracked cable.

Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel.

All cable must be run in troughs or cable trays where provided or indicated.

All unused lines must be tagged at both ends showing termination points.

All transmit interconnecting cables/jumpers must be solid copper outer conductor (1/2" or superflex or equivalent), and not exceed 8' in length.

All receiver intercabling must be 100% double shielded coax.

All AC power cords must be 3 conductor with grounding plugs.

The use of extension cords will not be allowed.

VI. Connectors

Must be teflon insulated, UHF or N type, including all chassis/bulkhead connectors.

Must be properly fabricated (soldered if applicable) if field installed.

Must be taped and "Scotchkoted" at least 4" onto jacket if exposed to weather.

Male pins must be proper length.

Female contacts may not be spread.

Connectors must be tightened mechanically and not just "hand tight".

Must be silver plated or brass

Must be electrically and mechanically equivalent to standard OEM connectors.

VII. Receivers

No RF preamps permitted in front end unless authorized by Licensor.

All shields must be in place.

VHF and up must use helical resonator type front ends.

Must meet manufacturer's specifications, specifically regarding bandwidth, discriminator, drift width, and spurious responses.

Crystal filters/preselectors/cavities must be installed in receiver ports and inputs where appropriate.

All repeater CTCSS circuitry must use “AND” logic and be able to be defeated for testing.

VIII. Transmitters

Must meet original manufacturer’s specifications.

All shielding must be in place and secure.

Must have a visual indication of transmitter operation.

Must be tagged with Licensee’s name, equipment model number, serial number, and operating frequency(ies).

All low level, pre-driver and driver stages in exciter must be shielded.

All power amplifiers must be shielded.

Output power may not exceed specific power guidelines for site, unless otherwise authorized by Licensor.

IX. Combiners/Multicouplers

Shall at all times meet manufacturer’s specifications.

Must be tuned using manufacturer approved procedures.

Must provide a minimum of 60 dB transmitter to transmitter isolation.

Unused combiner ports must be terminated with the proper length shorted stubs or loads.

X. Cabinets

All cabinets must be bonded together and grounded to the supplied ground cable.

All doors must be on and closed.

All non-original holes larger than 1” must be covered with copper screen or solid metal plates.

XI. Installation Procedures

Installation may take place only after Licensor has been notified of the date and time, and only during normal working hours unless otherwise specifically authorized.

Equipment may not be operated until the installation has been approved by Licensor, which approval shall not be unreasonably withheld.

Equipment must remain within its designated floor space at all times.

XII. Maintenance/Tuning Procedures

All external indicator lamps must be working.

Equipment parameters must meet manufacturers’ specifications.

All cover, shield, and rack fasteners must be in place and securely tightened.

Local speakers must be turned off except during service.

XIII. FCC Licensing

All FCC licenses must be current

Must be posted as prescribed by FCC rules, with copies to Licensor.

Interference Diagnosing Procedures

All Licensees must cooperate in a timely fashion with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that their equipment is involved.

Licensor will provide best efforts to assist in locating and curing all interference problems brought to the Licensor by Licensee. If a specific interference problem as brought to Licensor by Licensee is found to be existing in Licensee's equipment, then Licensee will reimburse Licensor for technical assistance at a reasonable market rate, plus any reasonable expenses.

Miscellaneous

All installations must be maintained in a neat and orderly manner.

Doors to equipment and antenna spaces shall be closed and locked at all times.

Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, service or maintenance.

All rubbish related to Licensee's installation and operations must be removed immediately.

EXHIBIT "E"

1. Licensee shall call Monica Serna at (956) 286-7833 or Roland Romero at (956) 602-4524, no less than 48 hours before commencing any work on their equipment at the Premises.
2. Licensee shall also send notification 48 hours before commencing work at the Property by email to the following people:
Claudia San Miguel: csanmiguel@ci.laredo.tx.us
Monica Serna: mserna@ci.laredo.tx.us
3. Licensee shall call Monica Serna at (956) 286-7833 when their work is completed and ready for inspection before they leave the Property.
4. The Licensor shall arrange for an inspector to review the work to ensure that changes made by the Licensee do not affect Licensor equipment. Licensee shall make any changes required by the inspector at its sole cost and expense, including all applicable inspection and permit fees.
5. Licensee shall ensure that materials used for the installation of antennas and other mounting hardware, including nuts, bolts and washers, will be Stainless Steel 316 (SS316) or equivalent material approved by the Licensor.
6. Licensee's (or its agents') construction trailers, tools or equipment on the Property shall be marked with the company name, phone number and contact person.
7. Licensee's and its agents, will comply with all applicable Occupational Safety and Health Administration requirements, as well as all other additional safety requirements established by the Center for Disease Control and Prevention or by the Transit Department.
7. Licensor may revise or supplemental these operational requirements with written notice to Licensee.

EXHIBIT “F”
PCIA Tech Council
RF Signage Standards

Notice

Sign Location: Point of access to the site or physical barrier to the site

Appropriate for: Addressing practices not related personal injury

Example: Areas with no trespassing where RF leaks or temporary RF level spikes may occur, but not exceeding the average limits

Color: Blue heading band containing white “NOTICE” text

Symbol: Radiating facility

Additional language (descending):

RADIO FREQUENCY ENVIRONMENT AREA

AUTHORIZED PERSONNEL ONLY BEYOND THIS POINT!

Personnel proceeding beyond this point must obey all posted signs, site guidelines, and Federal Regulations for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Caution

Sign Location: Areas where RF assessment has determined RF emissions exceed the FCC Uncontrolled/General Population exposure limit

Example: Base of a facility where personnel may find themselves in RF fields that exceed the FCC Uncontrolled/General Population limit, but are less than 100% of the Controlled Worker Standard under time-weighted average guidelines

Appropriate for: Warning against potential hazards that could result in minor or moderate injury

Color: Yellow heading band containing black “CAUTION” text

Symbols:

Yellow exclamation point in black triangle next to “CAUTION”

Radiating facility in yellow triangle with black outline

Additional language (descending):

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Warning

Sign location: Posted in advance of areas that have been determined to have RF emission levels that exceed the Controlled/Occupational RF limit or borderline Controlled-Occupational/Above Controlled areas

Example: This would include those areas with high power broadcast or paging, or areas within a few feet of most other antennas.

Appropriate for: Indicating a potentially hazardous situation that, if not avoided, could result in serious injury or death.

Color: Red heading band containing black “WARNING” text

Symbol:

Red exclamation point in black triangle next to “WARNING”

Radiating facility in red triangle with black outline

Additional language (descending)

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Miscellaneous Factors:

Key sign word should be 2” in height visible at 25’

New ANSI standard emphasizes custom design

Suggests adding an action statement, consequences, a symbol, use mixed case, and in many situations add emergency information.

Caution signs without a safety alert symbol may be used to alert against unsafe practices that can result in property damage only

Warning and Danger signs should not be used for property damage hazards unless personal injury risk appropriate to this level is also involved

Exhibit “G”

ADMINISTRATIVE FEES

Administrative Fess: The following rates may apply:

Application Fee: \$3,500

This fee applies to any request for a new application or request to amend an existing contract.

Review of Licensee Requested Changes to Premises: \$1,500

City review of any changes, alterations, addition or deletions to the Premises as depicted in Exhibit A.

Structural Analysis: Actual Costs Plus \$500

City will hire and manage an outside firm to conduct the structural analysis and will bill the customer the actual costs plus a \$500 fee.

RF Interference Analysis: Actual Costs Plus \$500

City will hire and manage an outside firm to conduct radio frequency interference analysis and will bill the customer the actual costs plus a \$500 fee.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: Rosario Camarillo Cabello, Deputy City Manager

Staff Source: Jose F. Castillo

SUBJECT

2020-O-084 Amending the General Fund to appropriate revenues and expenditures in the amount of \$14,743,135.00 awarded to the City under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) and administered by the Texas Division of Emergency Management. Funding would be used to protect the health and safety of the citizens of the City of Laredo and to mitigate the economic ramifications of COVID-19.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Resolution 2020-R-083 approved by City Council on 06/01/2020 approving the submission of the application and to accept the allocation of funding under the CARES Act.

BACKGROUND

A total of \$14,743,135 has been allocated to the City of Laredo under the CARES Act. An initial amount of \$2,948,627 has been received or 20% of the grant.. The other 80% or \$11,794,508 will be received on a reimbursement basis. Funding can only be used for the following costs:

1. Necessary expenditures incurred due to the public health emergency with respect to the COVID-19 disease.
2. Expenditures not accounted for in the current budget and
3. Expenditures incurred between the period of March 1, 2020 and December 30, 2020;

Funding will be allocated as follows:

Medical	\$3,000,000
Public Health	\$4,555,979
Public Safety	\$3,500,000

Small Business Support	\$2,237,156
Workforce Development	\$900,000
Digital Inclusion	\$550,000

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of First and Final Reading

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: N
Source of Funds: CARES ACT Grant
Account #: Various
Change Order: Exceeds 25% Y/N: n

FINANCIAL IMPACT:

General Fund	Account Number	Increase
CARES Act Grant	101-0000-321-2020	\$14,743,135
COVID 19	101-9810-594-7360	\$14,743,135

Attachments

Ordinance 2020-O-084

ORDINANCE 2020-O-084

AMENDING THE GENERAL FUND FY 2020 BUDGET TO APPROPRIATE REVENUES AND EXPENDITURES IN THE AMOUNT OF \$14,743,145 AWARDED TO THE CITY UNDER THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT) AND ADMINISTERED BY THE TEXAS DIVISION OF EMERGENCY MANAGEMENT.

WHEREAS, the City was awarded a total of \$14,743,145 under the CARES Act and must be expensed by December 30, 2020; and

WHEREAS, the General Fund will be amended to account for this grant. The grant funds will be used according to established federal guidelines and as administered by the Texas Division of Emergency Management. Funding will be used to protect the health and safety of the citizens of the City of Laredo and to mitigate the economic ramification of COVID-19; and

WHEREAS, funding will be allocated for Medical, Public Health, Public Safety, Small Business Support, Workforce Development and Digital Inclusion.

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

Section 1: The City Manager is hereby authorized to amend the General Fund budget for fiscal year 2020 to increase revenues in the amount of \$14,743,135. The funding is from the CARES Act Grant awarded to the City of Laredo.

Section 2: The General Fund budget for fiscal year 2020 is hereby amended to increase expenditures in the amount of \$14,743,135. The funding will be used to provide for Public Health, Public Safety, Medical Supplies, Small Business Support, Workforce Development and Digital Inclusion.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
ACTING CITY ATTORNEY /
ASSISTANT CITY MANAGER

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: Rosario Camarillo Cabello

Staff Source: Jose F. Castillo

SUBJECT

2020-O-086 Authorizing the City Manager to amend the City of Laredo FY 2019-2020 Sports and Community Venue Fund by appropriating expenses through a draw down from its fund balance in the amount of \$660,000.00 for the TAMIU Tennis Courts Project. Funding is available in the Sports and Community Venue Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The TAMIU Tennis Court Project has been in the planning stages for some time now and is now ready to commence construction. Funding for the project is short \$660,000. Funding is available in the fund balance.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

n/a

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	y
Source of Funds:	Sports Venue Complex

Account #: various

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fund will be amended as follows:

Fund Balance	(660,000)	
TAMIU Tennis Court Complex Project	660,000	
A transfer of funds of \$900,000 will be processed from Reserve Appropriation to the TAMIU Tennis Court Project		

Attachments

Ordinance 2020-O086

ORDINANCE 2020-O-086

AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO'S FY 2020 SPORTS VENUE AND COMMUNITY VENUE FUND BUDGET BY APPROPRIATING A DRAWDOWN FROM THE FUND BALANCE IN THE AMOUNT OF \$660,000.00 AND APPROPRIATING SUCH FUNDS FOR THE TAMIU TENNIS COURT COMPLEX.

WHEREAS, the Sports and Community Venue Fund budget for fiscal year 2020 was adopted by the City Council on September 16, 2019; and

WHEREAS, TAMIU Tennis Court Project requires an additional appropriation of \$660,000 in order to award a contract: and

WHEREAS, the drawdown from fund balance will provide the necessary funding for this project; and

WHEREAS, the Sports and Community Sports Venue Fund has available funds in its fund balance.

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

Section 1: The City Manager is hereby authorized to amend the Sports and Community Sports Venue Fund FY 2020 budget by appropriating expenditures in the amount of \$660,000.00 for the TAMIU Tennis Court Complex. .

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

**KRISTINA LAUREL HALE
ASSISTANT CITY MANAGER /
ACTING CITY ATTORNEY**

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudia San Miguel, Transit General Manager

SUBJECT

2020-O-072 Authorizing the City Manager to appropriate funds in the amount of \$9,988,345.00 awarded by FTA FY20 CARES ACT Grant TX-2020-100-00 by increasing revenues and expenditures for the FY 2020 Transit Budget. Funding is provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed by President Donald J. Trump on March 27, 2020. Funding will be dispensed at a 100 percent federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On June 15, 2020, the City of Laredo Council approved the Introductory Ordinance to authorize the City Manager to appropriate funds in the amount of \$9,988,345 awarded by FTA FY 20 CARES ACT Grant no. TX-2020-100-00 by increasing revenues and expenditures for the FY 2020 Transit Budget.

BACKGROUND

The U.S. Department of Transportation's Federal Transit Administration (FTA) announced a total of \$25 billion in federal funding allocations to help the nation's public transportation systems respond to the Coronavirus Disease 2019 (COVID-19). Funding is provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed by President Donald J. Trump on March 27, 2020. Funding will be provided at a 100 percent federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

In addition to the \$25 billion funding allocation announced today, FTA has taken a number of steps to support the transit industry during this public health emergency, including expanding the eligibility of federal assistance available under FTA's Emergency Relief Program to help transit agencies respond to COVID-19 in states where the Governor has declared an emergency.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval to proceed to appropriate the revenues and expenses to the FY2020 Transit Operations Budget in the amount of \$9,988,345.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?:
Source of Funds: Transit System
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

FINANCIAL IMPACT:

	Original		Amended
Revenues	Budget	Increase	Budget
518-5180-321-2006	0	550,000	550,000
558-0000-372-1016	0	9,438,345	9,438.345
Expenditures			
518-5163-584-9900	0	550,000	550,000
558-5860-584-9900	0	9,438,345	9,438,345

Attachments

Ordinance 2020-O-072
FTA Grant TX 2020-100-00

ORDINANCE NO. 2020-O-072

AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS IN THE AMOUNT OF \$9,988,345 AWARDED BY FTA FY20 CARES ACT GRANT TX-2020-100-00 BY INCREASING REVENUES AND EXPENSES FOR THE FY2020 TRANSIT BUDGET. FUNDING IS PROVIDED THROUGH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT, SIGNED BY PRESIDENT DONALD J. TRUMP ON MARCH 27, 2020. FUNDING WILL BE DISPENSED AT A 100 PERCENT FEDERAL SHARE, WITH NO LOCAL MATCH REQUIRED, AND WILL BE AVAILABLE TO SUPPORT CAPITAL, OPERATING, AND OTHER EXPENSES GENERALLY ELIGIBLE UNDER THOSE PROGRAMS, PREVENT FOR, AND RESPOND TO COVID-19.

WHEREAS, the City Council previously adopted the budget for fiscal year 2019-2020; and

WHEREAS, The City Council finds it to be in the best interests of the City of Laredo, Texas, to amend the FY 19-20 El Metro's Transit's Budget by appropriating revenues and expenses in the amount of \$9,988,345 awarded by FTA FY20 CARES Act TX-2020-100-00.

WHEREAS, a public hearing and introductory ordinance was held on June 15, 2020.

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

Section 1. The FY19-20 Transit Budget is hereby amended to appropriate funds in the amount of \$9,988,345 awarded by the Federal Transit Administration (FTA) CARES Act Grant no. TX-2020-100-00 to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

Section 2. The grant funds will be deposited in the City of Laredo Transit Budget accounts.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY _____
KRISTINA L. HALE
CITY ATTORNEY

Award

Federal Award Identification Number (FAIN)	TX-2020-100-00
Temporary Application Number	2069-2020-2
Award Name	City of Laredo FFY 2020 Section 5307 CARES Act Operating, and Capital
Award Status	Obligated / Ready for Execution
Award Budget Number	0

Period of Performance Start Date	6/8/2020
Original Period of Performance End Date	4/30/2023
Current Period of Performance End Date	4/30/2023 Revision #: 0

Part 1: Recipient Information

Name: Laredo, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2069	City	CITY OF LAREDO	069463594

Location Type	Address	City	State	Zip
Headquarters	1110 HOUSTON ST	LAREDO	TX	780408019
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

Union Information

Union Name	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO

State	Texas
Zipcode	78239
Contact Name	HUGO FLORES
Telephone	2105902013
Fax	2105904420
E-mail	
Website	DOES NOT HAVE EMAIL
Union Name	TEAMSTERS LOCAL UNION NO. 657
Address 1	8214 ROUGHRIDER
Address 2	
City	SAN ANTONIO
State	Texas
Zipcode	78239
Contact Name	FRANK PERKINS
Telephone	2105902013
Fax	2105904420
E-mail	
Website	

Part 2: Award Information

Title: City of Laredo FFY 2020 Section 5307 CARES Act Operating, and Capital

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From
TX-2020-100-00	Obligated / Ready for Execution	Grant	4/9/2020	4/9/2020	No

Award Executive Summary

This is an FFY 2020 Section 5307 CARES ACT application in the amount of \$9,988,345. Per the CARES ACT, the grant re 100% federal share. The application utilizes CARES Act funding to prevent, prepare for, and respond to coronavirus. The a scope of work include operating expenses to operate and maintain the public transportation system. This project will be for assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID- necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such co drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and clea supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and mainter expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. Capita meet all FTA procurement requirements and TAMS reporting for components valued over \$5,000.

The City of Laredo agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agen insurance proceeds for any portion of a project activity approved by FTA funding under this Grant Agreement, it will provide notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal a insurance company.

Per the CARES Act, the project in this application is not required to be programmed in the Long-Range Transportation Plan Statewide Transportation Improvement Program.

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Eduardo	Bernal	Program Management Specialist	heriberto.chavarria@dot.gov	
		Planning Manager	ebernal@ci.laredo.tx.us	956-
		Transportation Program Specialist	daniel.peschell@dot.gov	

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$9,000,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit				\$0
Adjustment				\$0
Total Eligible Cost				\$9,438,345

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
TX-2020-100-01-00	114-00 (114-A2) BUS: SUPPORT EQUIP AND FACILITIES	\$550,000.00	\$0.00	\$550,000.00
TX-2020-100-01-00	11.42.06 ACQUIRE - SHOP EQUIPMENT	\$175,000.00	\$0.00	\$175,000.00
TX-2020-100-01-00	11.42.07 ACQUIRE - ADP HARDWARE	\$15,000.00	\$0.00	\$15,000.00
TX-2020-100-01-00	11.42.08 ACQUIRE - ADP SOFTWARE	\$40,000.00	\$0.00	\$40,000.00
TX-2020-100-01-00	11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	\$60,000.00	\$0.00	\$60,000.00
TX-2020-100-01-00	11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	\$260,000.00	\$0.00	\$260,000.00
TX-2020-100-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$9,438,345.00	\$0.00	\$9,438,345.00
TX-2020-100-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$9,438,345.00	\$0.00	\$9,438,345.00

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount
TX-90-Y366	TX-2020-100-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	482390	Laredo, TX	2020.29.90.CV.1	00	Urbanized Area Formula Grants (CARES Act)	\$550,000
TX-90-	TX-	OPERATING	300-00	A1	482390	Laredo,	2020.29.90.CV.1	01	Urbanized	\$9,438,345

Y366	2020-100-01-00	ASSISTANCE	(300)			TX			Area Formula Grants (CARES Act)
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Part 3: Project Information

Project Title: City of Laredo Section 5307 CARES ACT FFY20 Operating and Capital

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2020-100-01-00	2069-2020-2-P1	4/9/2020	1/20/2020	1/20/2020

Project Description

This is an FFY 2020 Section 5307 CARES ACT application in the amount of \$9,988,345. Per the CARES ACT, the grant requests a 100% federal share. The application utilizes CARES Act funding to prevent, prepare for, and respond to coronavirus. The scope of work includes operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. Capital expenses funded under this project will meet FTA requirements and TAMS reporting which will include components valued over \$5,000.

Project Benefits

The grant will benefit the entire transit system and the city of Laredo by assisting with operating, maintenance and other capital expenditures in these hard times relating to COVID-19. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies.

Additional Information

This grant will help the public transportation system in keeping operational during the COVID-19.

Location Description

Laredo, Texas

Security

Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
482390	Laredo, TX

Congressional District Information

State	District	Representative
Texas	23	Will Hurd
Texas	28	Henry Cuellar

Program Plan Information

STIP/TIP

Date: Not Provided

Description: This project include only operations, capital and preventative maintenance, with no substantial functional, local capacity change. Therefore, per CARES ACT requirements, no Statewide Transportation Improvement Program (STIP) is n

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Am
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$9,9
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$9,9

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
TX-2020-100-01-00	114-00 (114-A2) BUS: SUPPORT EQUIP AND FACILITIES	\$550,000.00	\$0.00	\$550,000.00
TX-2020-100-01-00	11.42.06 ACQUIRE - SHOP EQUIPMENT	\$175,000.00	\$0.00	\$175,000.00

TX-2020-100-01-00		11.42.07	ACQUIRE - ADP HARDWARE	\$15,000.00	\$0.00	\$15,000.00
TX-2020-100-01-00		11.42.08	ACQUIRE - ADP SOFTWARE	\$40,000.00	\$0.00	\$40,000.00
TX-2020-100-01-00		11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	\$60,000.00	\$0.00	\$60,000.00
TX-2020-100-01-00		11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	\$260,000.00	\$0.00	\$260,000.00
TX-2020-100-01-00	300-00 (300-A1)		OPERATING ASSISTANCE	\$9,438,345.00	\$0.00	\$9,438,345.00
TX-2020-100-01-00		30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$9,438,345.00	\$0.00	\$9,438,345.00

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.20 - ACQUIRE - MISC SUPPORT EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES

Extended Budget Description

This project consists of IT Technology Improvements in the Transit Center including bus passenger amenities such as route information monitors, security upgrades and other IT related improvements.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$2,000,000.00
Local			\$0.00
Local/In-Kind			\$0.00
State			\$0.00
State/In-Kind			\$0.00
Other Federal			\$0.00
Transportation Development Credit			\$0.00
Adjustment			\$0.00
Total Eligible Cost			\$2,000,000.00

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Estimated start date is January 20, 2020.
Estimated Award Date	7/1/2020	Estimated project(s) award date.
End Date	1/20/2023	Estimated date project is complete.

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Line Item Name	Activity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES

Extended Budget Description

This project consists of Microsoft Software and bus fixed route run scheduling software.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$
Local			\$
Local/In-Kind			\$
State			\$
State/In-Kind			\$
Other Federal			\$
Transportation Development Credit			\$
Adjustment			\$
Total Eligible Cost			\$

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Estimated project is complete
Estimated Award Date	7/1/2020	Estimated project(s) award date.
End Date	1/20/2023	Estimate project is complete

Budget Activity Line Item: 11.42.09 - ACQUIRE - MOBILE SURV/SECURITY EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES

Extended Budget Description

This project consists of acquiring and replacing bus security cameras and hard drives for the bus and van fleet.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	A
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$
Local			\$
Local/In-Kind			\$
State			\$
State/In-Kind			\$
Other Federal			\$
Transportation Development Credit			\$
Adjustment			\$
Total Eligible Cost			\$

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Estimated start date is January 20, 2020
Estimated Award date	7/1/2020	Estimated project(s) award date.
End Date	1/20/2023	Estimated date project is complete

Budget Activity Line Item: 11.42.07 - ACQUIRE - ADP HARDWARE

Scope Name / Code	Line Item #	Line Item Name	Activity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.07	ACQUIRE - ADP HARDWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES

Extended Budget Description

This project consists of acquiring computers and laptops to prepare for the COVID19 including replacement of audio and video equipment.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	A
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$
Local			\$
Local/In-Kind			\$
State			\$
State/In-Kind			\$
Other Federal			\$
Transportation Development Credit			\$
Adjustment			\$

Total Eligible Cost	\$
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Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Estimated date to start is January 20, 2020
Estimated Award Date	7/1/2020	Estimated project(s) to be awarded.
End Date	1/20/2023	Estimated completion date

Budget Activity Line Item: 11.42.06 - ACQUIRE - SHOP EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES

Extended Budget Description

This project includes various cleaning equipment to prepare and use for the COVID19 pandemic such as a power washer and a sweeper/scrubber. Also includes a set(s) of bus lifts.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$1,000,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,000,000

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Estimate date to start is January 20, 2020
Estimated Award Date	7/1/2020	Estimated project(s) to be awarded.
End Date	1/20/2023	Project is estimated to be completed.

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE

Extended Budget Description

Under the CARES Act these federal funds will be used for operating expenses to operate and maintain the public transportation system for the prevention, preparation and to respond to the Coronavirus (COVID-19). The CARES ACT-FY2020 5307 - Urbanized Area Formula Grants Allocation for City of Laredo transit in the amount of \$9,988,345 is 100% federal and not local match. Under the CARES Act these federal funds will be used for operating funds will cover expenses for existing service incurred from January 20, 2020 until January 20, 2023 such as driver's salaries, benefits, fuel, personal protective equipment. Funds will cover expenses beginning January 20, 2020 until January 20, 2023 that includes bus parts and labor to continue running normal fixed route and paratransit. Additional expenses under this project will include cleaning and disinfectant solution to sanitize vans and support vehicles and also waiting areas at the Transit Center.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$9,488,345
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$9,488,345

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Effective January 20, 2020 all eligible operating, capital and maintenance expenses.
End Date	1/20/2023	This is an estimated date the project will be expensed and completed.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine needs.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total E Cost
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	0	\$9,438,345.00	\$9,438,345.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodation of existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total E Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	0	\$175,000.00	\$175,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodation of existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total E Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.07	ACQUIRE - ADP HARDWARE	0	\$15,000.00	\$15,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodation of existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	0	\$60,000.00	\$60,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodation of existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	0	\$40,000.00	\$40,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodation of existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total E Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$260,000.00	\$260,000.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By Tony Ogboli

Comment Type	Application Details
Date	4/13/2020
Comment	<p>Comments:</p> <ul style="list-style-type: none"> • Executive Summary: Please always ensure to identify clearly in the Executive Summary the "Fiscal Year" and Source of funding in all grant applications. The initial description provided in the executive summary was insufficient. Stating this is a CARES ACT funding for operating assistance is not sufficient. However, I took the liberty to add the missing information, so please review and let me know if you concur or if you prefer, can modify as you may deem appropriate. • Environmental Finding: The wrong Environmental type finding was selected for Operating Assistance ALI, please change the environmental finding from 07 to 04 more appropriate for operating assistance.

Application Review Comments

Comment By Tony Ogboli

Comment Type	FTA Post Review Comments for Grantee
Date	4/30/2020
Comment	Per our conversation, please make the applicable changes and add the necessary required language especially in the executive summary.

Comment By Tony Ogboli

Comment	FTA Post Review Comments for Grantee
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Type

Date	5/27/2020
Comment	Returning application to enable change status on pre-award manager.

Comment By Daniel Peschell

Comment Type	FTA Post Review Comments for Grantee
Date	6/3/2020
Comment	Please revise ALI 11.42.03 to 11.42.20. Thanks...Dan Peschell

Comment By Daniel Peschell

Comment Type	FTA Post Review Comments for Grantee
Date	6/3/2020
Comment	Please add a milestone date for contract award for each of the scope 114-00 ALI's.

Application Conditions

Entered By Eldridge Onco

Condition Type	Special Conditions
Date	6/8/2020
Condition	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated June 4, 2020, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Laredo, City Of

Recipient ID: 2069

DUNS No: 069463594

Award Information

Federal Award Identification Number: TX-2020-100-00

Award Name: City of Laredo FFY 2020 Section 5307 CARES Act Operating, and Capital

Award Start Date: 6/8/2020

Original Award End Date: 4/30/2023

Current Award End Date: 4/30/2023

Award Executive Summary: This is an FFY 2020 Section 5307 CARES ACT application in the amount of \$9,988,345. Per the CARES ACT, the grant requests 100% federal share. The application utilizes CARES Act funding to prevent, prepare for, and respond to coronavirus. The application scope of work include operating expenses to operate and maintain the public transportation system. This project will be for operating assistance for the bus and paratransit operations in Laredo, Texas. Expenses will also include for the response for COVID-19 necessary to operate, maintain, and manage the public transportation system. Operating expenses usually include such costs as drivers salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies for sanitizing of buses/vans, bus stops and shelters, benches and waiting areas. Operating expenses and maintenance expenses are basically your parts and labor to continue running normal bus service both fixed route and paratransit. Capital items will meet all FTA procurement requirements and TAMS reporting for components valued over \$5,000.

The City of Laredo agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved by FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

Per the CARES Act, the project in this application is not required to be programmed in the Long-Range Transportation Plan or Statewide Transportation Improvement Program.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$9,988,345.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$9,988,345.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$9,988,345.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$9,988,345
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$9,988,345

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concur - Certified
Original Certification Date: 6/4/2020

Special Conditions

Comment By Eldridge Onco

Comment Type Special Conditions

Date 6/8/2020

Comment This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated June 4, 2020, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 6/8/2020

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Laredo, City Of

City Council-Regular

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Laredo Four Winds,
LTD/Richard Hachar,
Owner/Applicant and Porras
Nance Engineering,
Representative.

Prior Action: This item was introduced by the Honorable Rudy Gonzalez, Jr. at the regular Council meeting of June 15, 2020.

SUBJECT:

2020-O-073 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 5.9558 acres out of Porcion 35, Jose M. Diaz, Abstract 546, located at North of Bianka Lane, and West of Loop 20, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area Residential District); providing for publication and effective date.

ZC-41-2020**District I****BACKGROUND:**

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

Proposed use: Residential.

Site: The site vacant undeveloped land.

Surrounding land uses: North, south and west of the property is vacant undeveloped raw land. East of the property is Cuatro Vientos Rd.

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

<http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>

Transportation Plan: The Long Range Thoroughfare Plan identifies Bianka Lane as a Major Collector Planned, south of the property and Cuatro Vientos Rd. as an Expressway, east of the property. http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 5

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change conforms with the Future Land Use of The Comprehensive Plan's designation for this area is Neighborhood Mixed Use, that includes all zoning districts except M-1, M-2, and B-4.
2. The proposed Residential use is compatible with the new single family residential subdivision being developed in this area, west of the property. Currently undeveloped land. The proposed district complies with the R-1A zoning district requirements, as per Section 24-77 Dimensional Standards.(Lots size, lot width, and setbacks). Refer to Exhibit B for subdivision layout.

P&Z RECOMMENDATION:

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

STAFF RECOMMENDATION:

Staff supports the application.

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 4500 square feet.

Is this change contrary to the established land use pattern?

No. The existing uses along this area, are single family residential in nature. South and west of the property are vacant undeveloped land.

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

No. The property abuts an R-1A district to part of the north and west and R-1 district to the part of north and south.

Will change adversely influence living conditions in the neighborhood?

No. The area is raw, undeveloped land.

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

No. The current R-1 district allows for residential uses, however the applicant wants to continue with the proposed residential subdivision being developed in that area, with a smaller lots than the current R-1 zoning district. (from 6,000 SF for an R-1 to 4,500 SF., for an R-1A, lot size).

Attachments

Ordinance 2020-O-073

Color Maps - ZC-41-2020

Exhibit A

Exhibit B - Cuatro Vientos Sur Subdivision Phase X

ORDINANCE NO. 2020-O-073

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 5.9558 ACRES OUT OF PORCION 35, JOSE M. DIAZ, ABSTRACT 546, LOCATED AT NORTH OF BIANKA LN., AND WEST OF LOOP 20, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximate 5.9558 acres out of Porcion 35, Joe M. Diaz, Abstract 546, located at North of Bianka Ln., and West of Loop 20, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 21, 2020; 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 June 15, 2020, 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 5.9558 acres out of Porcion 35, Joe M. Diaz, Abstract 546, located at North of Bianka Ln., and West of Loop 20, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area Residential District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

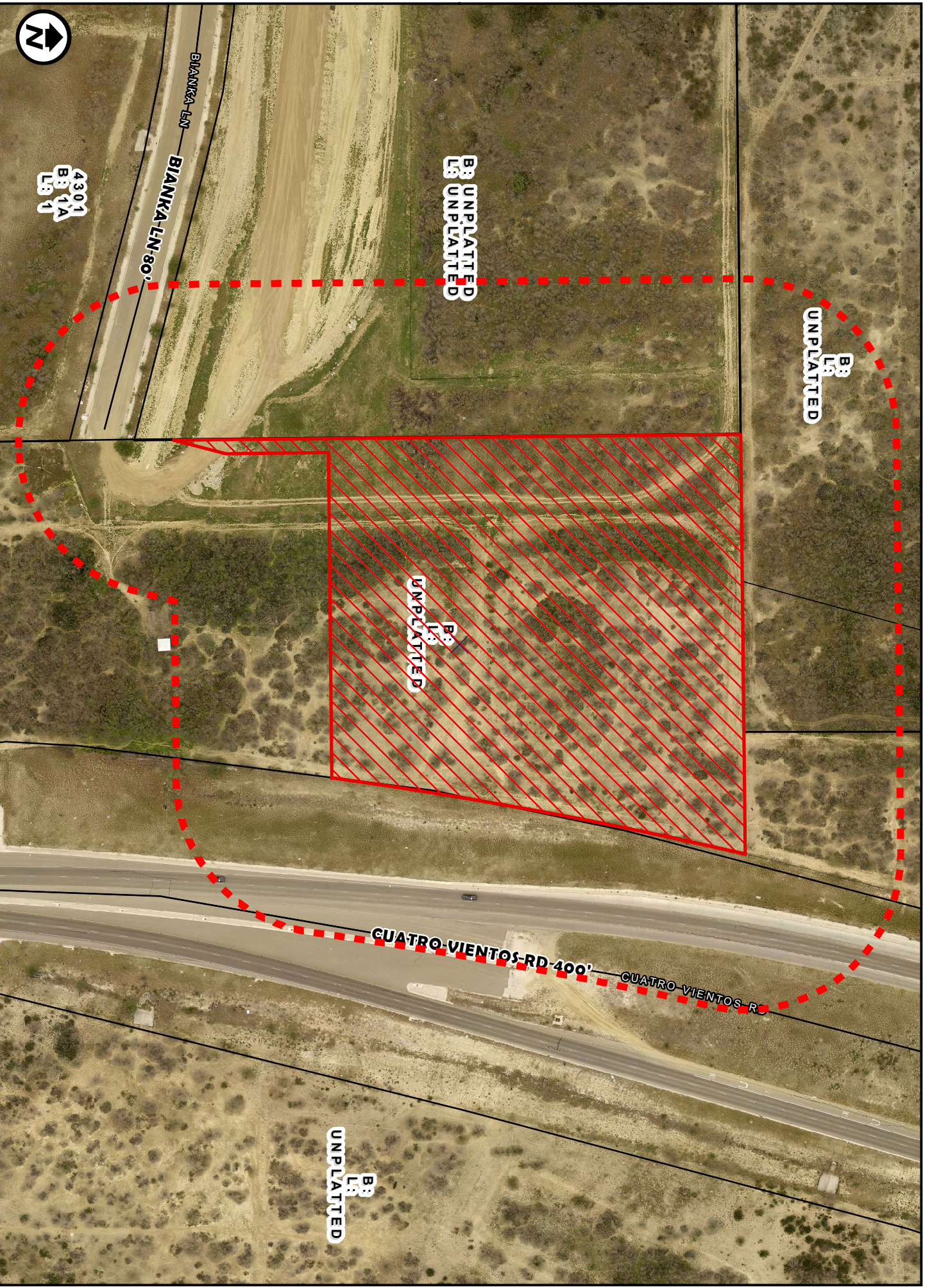
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



4301
B: 1A
L: 1

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

BLANKA LN

BLANKA LN-80'

CUATRO VIENTOS RD-400'

CUATRO VIENTOS R

AERIAL MAP
1 inch = 158 feet
ZC-41-2020
COUNCIL DISTRICT 1
NORTH OF BLANCA LN. & WEST OF LOOP 20

APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R1-A(SINGLE FAMILY REDUCED AREA DISTRICT)

Medium Density Residential

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

B:
L:
UNPLATTED

Neighborhood Mixed-Use

CUATRO VIENTOS RD-400'

EXRESSWAY

CUATRO VIENTOS RD

B:
L:
UNPLATTED

B:
L:
UNPLATTED

4301 B:1A L:1
4301 B:1A L:1

Institutional



FUTURE LANDUSE MAP ZC-41-2020
COUNCIL DISTRICT 1
1 inch = 158 feet
NORTH OF BIANCA LN. & WEST OF LOOP 20

APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R1-A(SINGLE FAMILY REDUCED AREA DISTRICT)

5.9558 ACRE TRACT
Being out and part of
Porcion 35 ~ Abstract 546 ~ Jose Miguel Diaz, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a 5.9558 Acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 5.9558 Acre tract being out and part of Laredo Four Winds, Ltd. 19.5051 Acre Tract, as recorded in Volume 4665, Pages 616-619 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

COMMENCING at a found ½" iron rod for a point of reference, being the Northeast corner of the Vientos Road and Bianka Lane ROW Dedication Plat, as recorded in Volume 29, Page 67 of the Webb County Plat Records, THENCE North 00°35'44" West, 51.46 feet, to a set ½" iron rod for the Southwest corner of the herein described tract and the **POINT OF BEGINNING**;

THENCE North 00°35'44" West, 728.89 feet, along the West boundary line of the herein described tract, to a set ½" iron rod for the Northwest corner of this tract;

THENCE North 89°24'05" East, 539.70 feet, along the North boundary line of the herein described tract, to a set ½" iron rod for a point on the Westerly right-of-way line of Loop 20 (Cuatro Vientos Rd.), a point on a curve to the left and the Northeast corner of this tract;

THENCE along said Westerly right-of-way line of Loop 20 (Cuatro Vientos Rd.), a curvilinear distance of 540.23 feet, with said curve having the following characteristics: Central Angle=05°13'13", R=5929.40 feet, CL=540.23 feet, TAN=270.30 feet, CHD=540.04 feet, CHD. Bearing = S 10°26'18" W, to a set ½" iron rod for the Southeast corner of this tract;

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

South 89°24'16" West, 418.33 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 00°35'44" East, 131.97 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

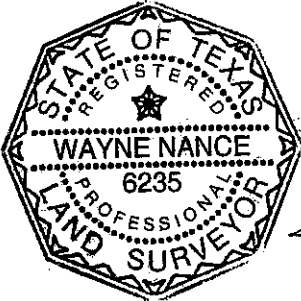
South 14°28'20" West, 69.27 Feet, to the Southwest corner of this tract and the **POINT OF BEGINNING**.

Basis of Bearings:

GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone.

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

Witness my Hand and Seal



4.10.20


Wayne Nance, R.P.L.S

ALS HOLDINGS, LLC, TRACT "B"
VOL. 3342, PGS. 669-707
W.C.D.R.

4V HOLDINGS, LTD.
TRACT IV (117.78 Ac.)
VOL. 3702, PGS. 643-646
W.C.D.R.

N 89°24'05" E 539.70'

SET 1/2" I.R.

SET 1/2" I.R.

**PORCION 35~ ABSTRACT 546
JOSE MIGUEL DIAZ, O.G.**

5.9558 ACRES

OUT OF LAREDO FOUR WINDS, LTD.
(19.5051 ACRE TRACT)
REC. IN VOL. 4665, PGS. 616-619
W.C.D.R.

LAREDO FOUR WINDS, LTD.
(19.5051 ACRE TRACT)
VOL. 4665, PGS. 616-619
W.C.D.R.

N 00°35'44" W 728.89'

C-1

S 89°24'16" W 418.33'

SET 1/2" I.R.

SET 1/2" I.R.

131.97'
S 00°35'44" E

SET 1/2" I.R.

4V HOLDINGS, LTD.
TRACT IV (117.78 Ac.)
VOL. 3702, PGS. 643-646
W.C.D.R.

P.O.B.

51.46'
N 00°35'44" W

69.27'
S 14°28'20" W

SET 1/2" I.R.

80'
R.O.W.
Bianka Ln.
FND.
1/2" I.R.

P.O.C.
N.E.C. OF
BIANKA LN. ROW DEDICATION PLAT
REC. IN VOL. 29, PG. 67
W.C.P.R.

Cuatro Vientos Rd. (Loop 20)
(R.O.W. VARIES)



SCALE: 1"=100'
SURVEY DATE: 04/09/2020



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC	TANG	CHORD	CHORD BEARING
C1	05°13'13"	5020.40'	540.23'	270.30'	540.04'	S 10°26'19" W



City Council-Regular

18.

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Trihouse LLC/Joel Benavides,
Property Owner/Applicant and
PEUA Consulting LLC/Oscar
Castillo, Representative.

Prior Action: This item was introduced by the Honorable Vidal Rodriguez at the regular Council meeting of June 15, 2020.

SUBJECT:

2020-O-074 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 21, 22, 23 and 24, Block 1, E.G. Business Park, Phase 2, located at 334, 338, 340 and 344 Veterans Blvd., from B-3 (Community Business District) to M-1 (Light Manufacturing District); providing for publication and effective date.

**ZC-42-2020
District II**

BACKGROUND:

Council District: II – The Honorable Vidal Rodriguez

Proposed use: Warehouse/inside storage and contractor's office.

Site: Vacant land.

Surrounding land uses: North and south of the property there is vacant undeveloped land. East of the property there is vacant land out of the city limits. West of the property, also out of the city limits, there are mixed uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Uses. Re: <http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf> Land Use Patterns pages 1.13 through 1.16.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Veterans Blvd. http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 11

In Favor: 0

oppose: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. This is a special case, the proposed warehouse with inside storage is appropriate at this location. The property abuts vacant land to the north and south, part of the same tract of land that was annexed in 2002. This tract is surrounded by vacant land outside City limits. Refer to Exhibit A for final plat.
2. The proposed zone change is not in conformance with the Future Land Use of the Comprehensive Plan's designation for this area as Neighborhood mixed Use.
3. The proposed use is compatible with other uses in the area. There is M-1 located nearby to the north.

Re: <http://www.cityoflaredo.com/Planning/assets/lpcb---2018%2c-march-2.pdf>

Section 24.63 Permitted Land Uses, and Section 24-77.1 Dimensional Standards of the LDCB.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 7 to 2 recommended approval of the zone change

STAFF RECOMMENDATION:

Staff supports the 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. The uses in the area are mixed including industrial and storage.

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

No, there are M-1 properties in the vicinity and to the north.

Will change adversely influence living conditions in the neighborhood?

No, the property abuts uses that seem as mixed uses (out of the city limits) to the west and vacant land to the north and south (within city limits). The property fronts Veterans Blvd. The proposed zoning may increase noise and traffic in the neighborhood as any new development would.

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

No. The existing B-3 (Community Business District) allows for commercial uses, except it doesn't allow the proposed use of Warehouse/inside storage and contractor's office.

Attachments

Ordinance 2020-O-074

Color Maps-ZC-42-2020

Exhibit A - E.G. Business Park Phase 2

ORDINANCE NO. 2020-O-074

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 21, 22, 23 & 24, BLOCK 1, E. G. BUSINESS PARK, PHASE 2, LOCATED AT 334, 338, 340 & 344, VETERANS BLVD., FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lots 21, 22, 23 & 24, Block 1, E. G. Business Park, Phase 2, located at 334, 338, 340 & 344, Veterans Blvd., from B-3 (Community Business 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 May 21, 2020; 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 June 15, 2020, 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 21, 22, 23 & 24, Block 1, E. G. Business Park, Phase 2, located at 334, 338, 340 & 344, Veterans blvd., from B-3 (Community Business 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 _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 100 feet
ZC-42-2020
COUNCIL DISTRICT 2
334,338,340,344 VETERANS BLVD

APPLICATION FOR
B3 (BUSINESS DISTRICT)
M1 (LIGHT INDUSTRIAL DISTRICT)

B3
L9
UNPLATTED

B3
L9
UNPLATTED

B3
L9
UNPLATTED

B3
L9
UNPLATTED

B3
L9
UNPLATTED

B3
L9
UNPLATTED

B3
L9
UNPLATTED

322
B: 1
L: 18

326
B: 1
L: 19

330
B: 1
L: 20

334
B: 1
L: 21

338
B: 1
L: 22

340
B: 1
L: 23

344
B: 1
L: 24

348
B: 1
L: 25

352
B: 1
L: 26

B3
L9
UNPLATTED

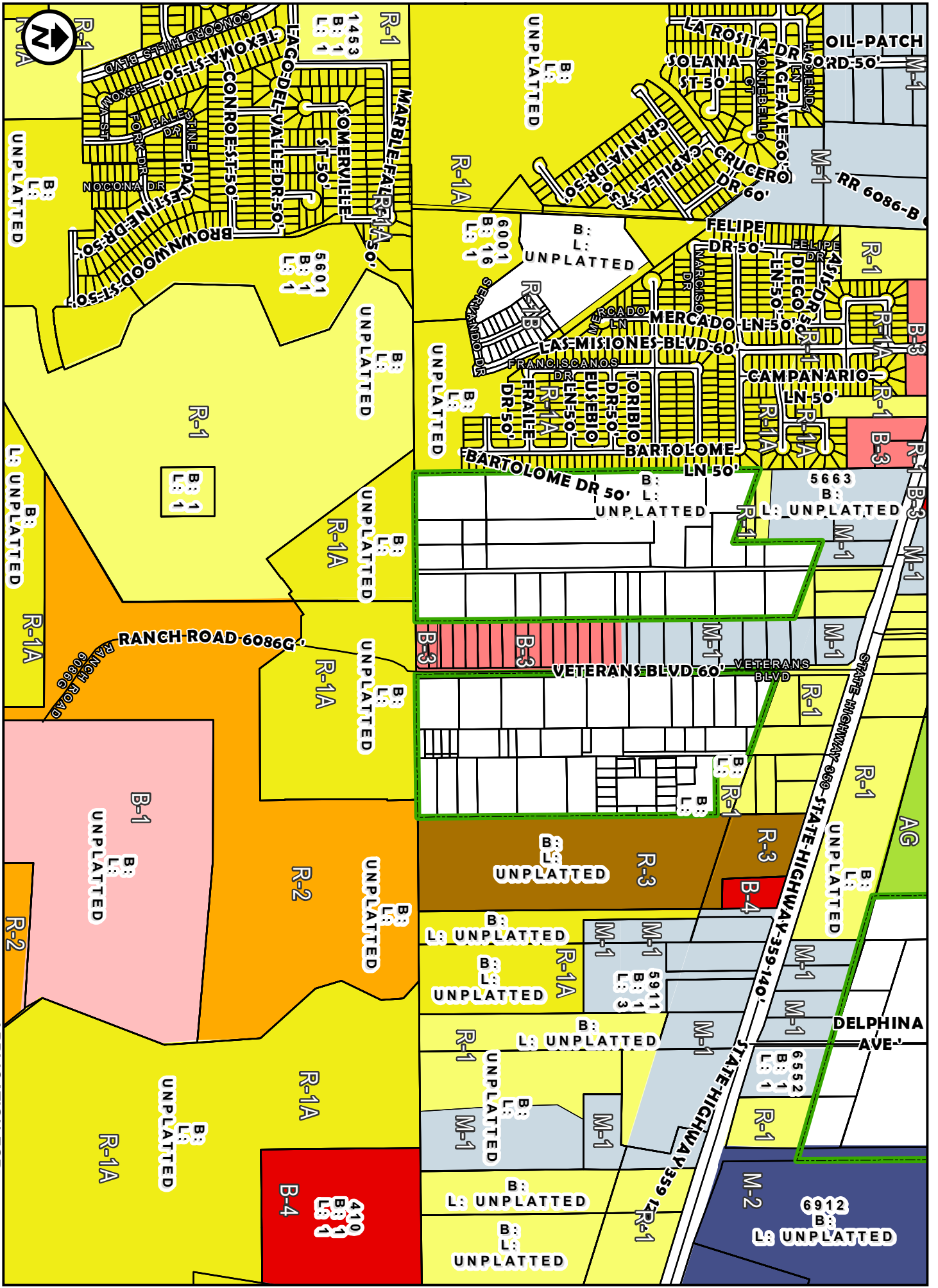
VETERANS-BLVD 60' VETERANS-BLVD

RANCH ROAD
6086G'

B3
L9
UNPLATTED

B3
L9
UNPLATTED

B3
L9
UNPLATTED



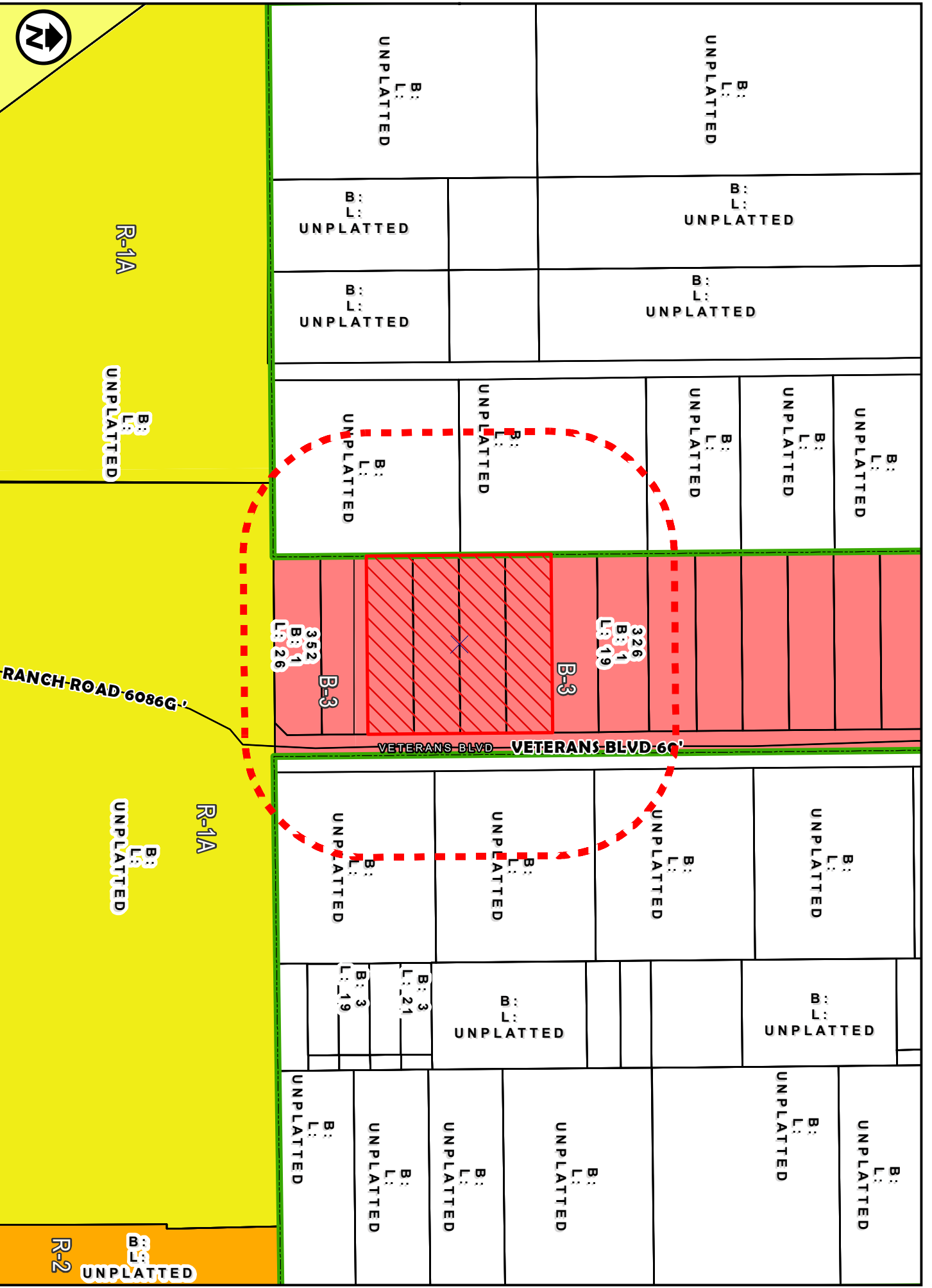
ZONING OVERVIEW ZC-42-2020
 1 inch = 750 feet
 COUNCIL DISTRICT 2
 334,338,340,344 VETERANS BLVD

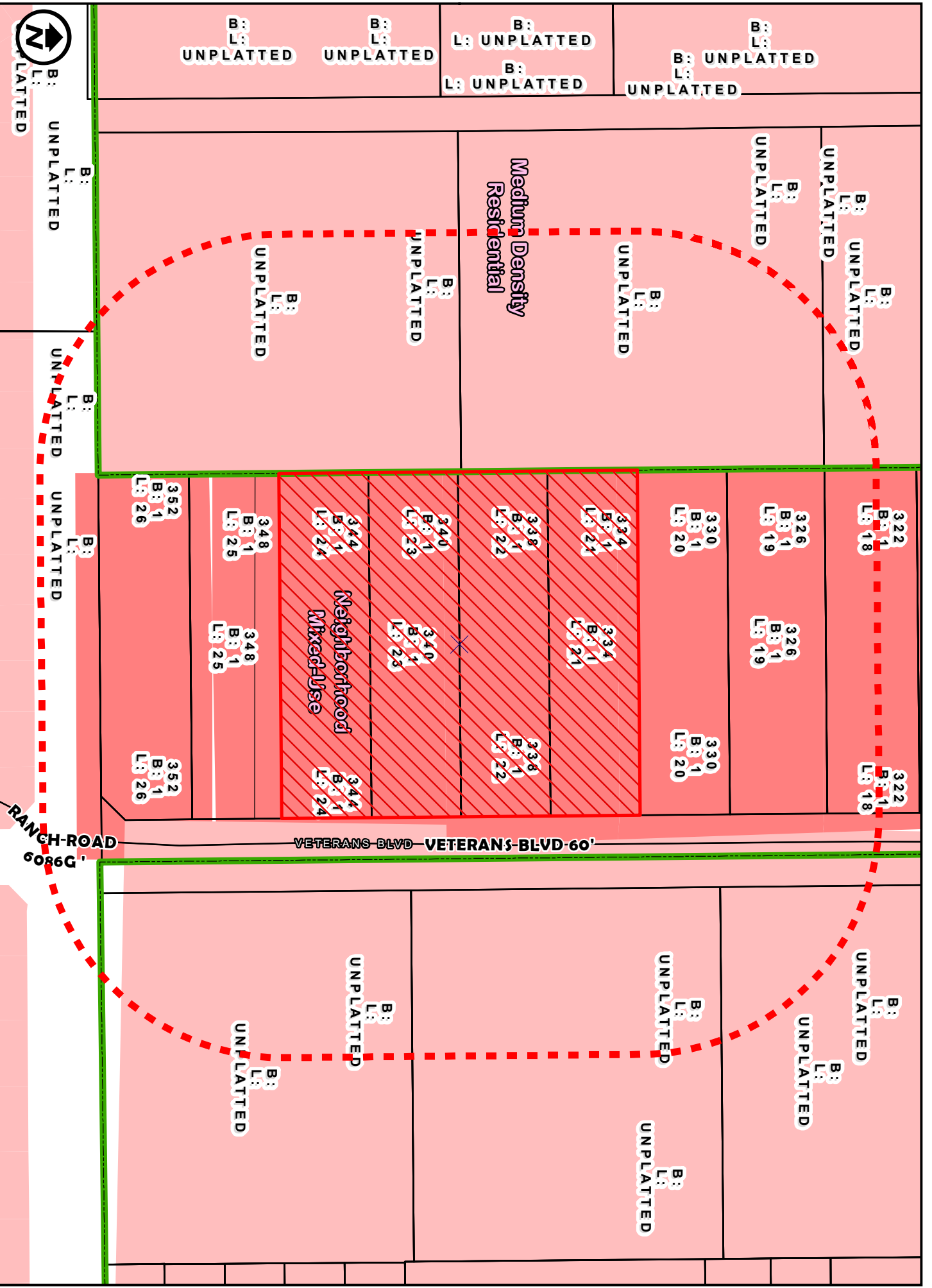
B3 (BUSINESS DISTRICT)
 M1 (LIGHT INDUSTRIAL DISTRICT)
 APPLICATION FOR



ZONING OVERVIEW ZC-42-2020
 1 inch = 200 feet
 COUNCIL DISTRICT 2
 334,338,340,344 VETERANS BLVD

APPLICATION FOR
 B3 (BUSINESS DISTRICT)
 M1 (LIGHT INDUSTRIAL DISTRICT)





CERTIFICATE OF OWNER
 STATE OF TEXAS
 COUNTY OF WEBB

I, TRIHOUSE, LLC a limited liability company, the undersigned Owner of the land shown on this PLAT, and designated herein as PLAT OF E.G. BUSINESS PARK, PHASE 2, in the City of Laredo, Webb County, Texas, and whose name is authorized herein, hereby declare the use of the public: street, drains, easements, and public places therein for the purposes and considerations therein expressed:

JOEL BERNAVIDES
 MANAGER

 Date: July 15, 2019

CERTIFICATE OF ENGINEER
 STATE OF TEXAS
 COUNTY OF WEBB

I, the undersigned Authority, on this day personally appeared JOEL BERNAVIDES, 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 considerations therein stated. WITNESS MY HAND AND SEAL OF OFFICE THIS 15th DAY OF July, 2019.



JOEL BERNAVIDES

 DATE: July 15, 2019

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 correct and was prepared from an actual survey of the property made under my supervision, on the ground, that the corner monuments shown thereon were properly placed under my supervision.



RUBEN LETTS

 DATE: September 03, 2019

PLAT APPROVAL - CITY ENGINEER

I have reviewed this PLAT and accompanying drawings identified as E.G. BUSINESS PARK, PHASE 2 prepared by ALFREDO MARTINEZ, Licensed Professional Engineer No. 123303, and dated the 17th day of January 2017, with the last revised date of _____ and have found them in compliance with the Subdivision Ordinance of the City of Laredo, Texas.



ALFREDO MARTINEZ

 DATE: August 26, 2019

PLANNING COMMISSION APPROVAL

This PLAT OF E.G. BUSINESS PARK, PHASE 2 has been submitted to and considered by the Planning Commission of the City of Laredo, Texas, and is hereby approved by such Commission on April, 2017.

RAMON E. OLIVERA
 CITY ENGINEER

 DATE: July 14, 2019

CRISTIANO A. VILLARREAL
 CHAIRMAN

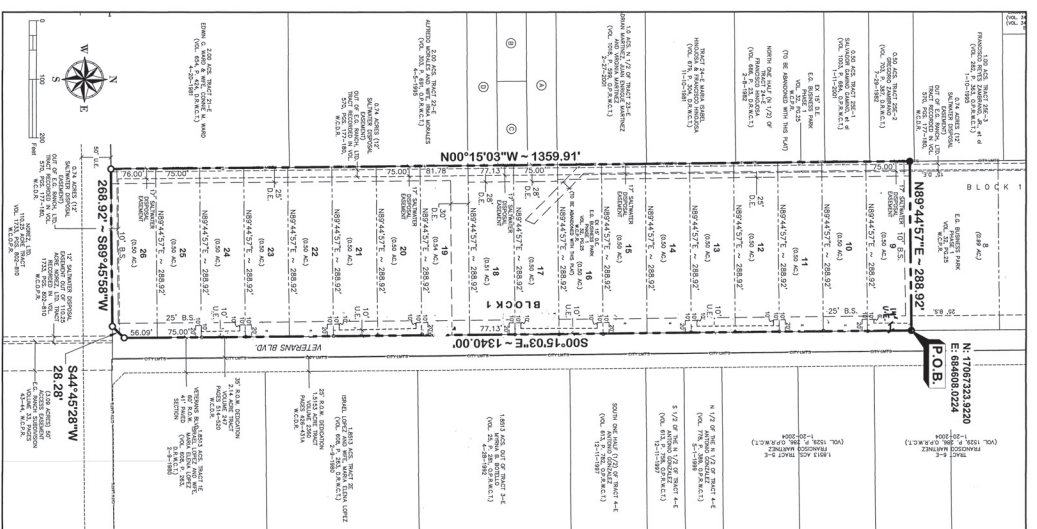
 DATE: 10-1-19

PLANNING COMMISSION APPROVAL

PLANNING COMMISSION APPROVAL

PLANNING COMMISSION APPROVAL

PLANNING COMMISSION APPROVAL



LEGEND

- 1/2" R. FOUND
- 1/2" R. SET

SUMMARY TABLE

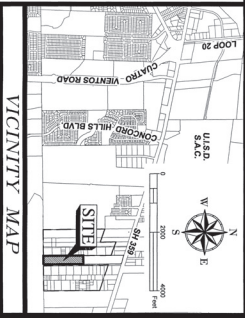
SECTION 9.02, CHAPTER 163, SUBCHAPTER 163.001, TEXAS LAND DEVELOPMENT CODE

SECTION 163.001, TEXAS LAND DEVELOPMENT CODE

SECTION 163.001, TEXAS LAND DEVELOPMENT CODE

LEGAL DESCRIPTION TO
 9.02, CHAPTER 163, SUBCHAPTER 163.001, TEXAS LAND DEVELOPMENT CODE

LEGAL DESCRIPTION TO
 9.02, CHAPTER 163, SUBCHAPTER 163.001, TEXAS LAND DEVELOPMENT CODE



NOTES

- THE SETBACK LINES INDICATED ON THE PLAT SHALL BE FOR REFERENCE ONLY. THE OFFICIAL SETBACK ZONING DISTRICT IS ACCORDANCE TO SECTION 24.771 OF THE LAREDO ORDINANCE DEVELOPMENT CODE.
- DRIVEWAYS, SIDEWALKS, TREES AND VEGETATION WILL BE PLANTED IN ACCORDANCE WITH THE CITY OF LAREDO LAND DEVELOPMENT CODE.
- ALL CURB CUTS SHALL COMPLY WITH THE COMPREHENSIVE PLAN OF THE CITY OF LAREDO EXISTING OFFSITE OR PAVEMENT EASEMENT TO 24 ACRES WITH THIS PLAT.
- LOTS 8 THROUGH 10, BLOCK 1 MUST RECEIVE RUNOFF FROM THE ADJACENT LOT 11, VANDERBILT AND MONTEVERDE ASSOCIATES DATED JUNE 15, 2017.
- THE CITY OF LAREDO AND TRIHOUSE, LLC SHALL BE RESPONSIBLE FOR THE LAND OWNER TO OBTAIN THE NECESSARY PERMITS AND APPROVALS OF THE CITY OF LAREDO.
- STORM WATER DETENTION IMPROVEMENTS SHALL BE PROVIDED BY THE LAND OWNER TO THE CITY OF LAREDO TO BE RESPONSIBLE FOR THE LAND OWNER TO OBTAIN THE NECESSARY PERMITS AND APPROVALS OF THE CITY OF LAREDO.
- PERMITS SHALL BE OBTAINED FROM THE CITY OF LAREDO.
- PERMITS SHALL BE OBTAINED FROM THE CITY OF LAREDO.

ATTENTION OF PLANNING COMMISSION APPROVAL

The City of Laredo Planning Commission approved the filing for record of this PLAT OF E.G. BUSINESS PARK, PHASE 2 as a public meeting held on the 30th day of April, 2017.

J. K. KANAK
 Planning Supervisor

 DATE: 10-4-19

CERTIFICATE OF COUNTY CLERK

Filed and Recorded at 8:30 o'clock P.M. on the 16th day of November, 2018.

DEPUTY: _____
 STATE OF TEXAS
 COUNTY OF WEBB

DEPUTY: _____
 STATE OF TEXAS
 COUNTY OF WEBB



DEPUTY: _____
 STATE OF TEXAS
 COUNTY OF WEBB

DEPUTY: _____
 STATE OF TEXAS
 COUNTY OF WEBB

CRANE ENGINEERING CORP.
 1310 JUNCTION DRIVE
 LAREDO, TX 78041
 956-712-1996

TRIHOUSE, LLC
 1102 SANDY TOMAS STREET
 LAREDO, TX 78040

E.G. Business Park
 Phase 2

City Council-Regular

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Maria Antonieta and Juan Antonio Molina, Owner(s)/Applicant(s), and Abraham R. Gonzalez, Representative.

Prior Action: This item was introduced by the Honorable Mercurio Martinez III at the regular Council meeting of June 15, 2020.

SUBJECT:

2020-O-075 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 6, Riverside Subdivision, located at 317 Masterson Rd., from R-3 (Mixed Residential District) to B-1 (Limited Business District); providing for publication and effective date.

ZC-38-2020
District III

BACKGROUND:

Council District: III – The Honorable Mercurio Martinez III

Proposed use: Signs manufacturing

Site: The site is currently used to manufacture signs.

Surrounding land uses: North, east and west of the property there is vacant undeveloped land. South of the property are single family residences and a Multi-Family complex. Further west are O.M.S. Ortiz Mechanic Services, Environmental Maintenance Services, A/C Services. Further to the east, Iglesia Christiana Aposent Alto.

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

<http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>

Transportation Plan: The Long Range Thoroughfare Plan does not identify Masterson Rd. or LLano Avenue, east of the property.

http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 14

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change does not conform with the future land use of The Comprehensive Plan's designation of this area as a High Density Residential. Even though the proposed use is not compatible with the surrounding uses in the area. However, this zone change is required in order to bring the current use into compliance.
2. The proposed B-1 district does not allow the sign manufacturing use, but it is required in order to introduce a Conditional Use Permit (CUP) for the proposed use of signs manufacturing. (Sign manufacturing is only permitted by right on M-1 and above zoning districts).
3. The property complies with the B-1 zoning requirements as per Section 24-77 Dimensional Standards.
4. The property must comply with the existing code (Sections 24.79 and Section 24-78 of the Laredo Land Development Code Book, entirely (Sections are regarding the 7 foot opaque fence, and parking requirements).

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 9 to 0 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, The Comprehensive Plan designates this area as High Density Residential. The established uses are residential in nature.

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

Yes. There is no B-1 zoning district in the vicinity.

Will change adversely influence living conditions in the neighborhood?

Yes. The proposed B-1 will bring more noise, traffic as any new commercial development may introduce in the area.

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

No. The current district only allows for residential uses, and although the proposed use is not permitted in a B-1 zoning district, the property owner needs to transition to a commercial zoning before they can apply and acquire a Conditional Use Permit for the signs manufacturing use, which is only allowed by right in M-1, M-2 and MXD zoning districts.

Attachments

Ordinance 2020-O-075

Color Maps - ZC-38-2020

ORDINANCE NO. 2020-O-075

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 6, RIVERSIDE SUBDIVISION, LOCATED AT 317 MASTERSON RD., FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 6, Riverside Subdivision, located at 317 Masterson Rd., from R-3 (Mixed Residential 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 May 21, 2020; 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 June 15, 2020, 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 6, Riverside Subdivision, located at 317 Masterson Rd., from R-3 (Mixed Residential 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 _____, 2020.

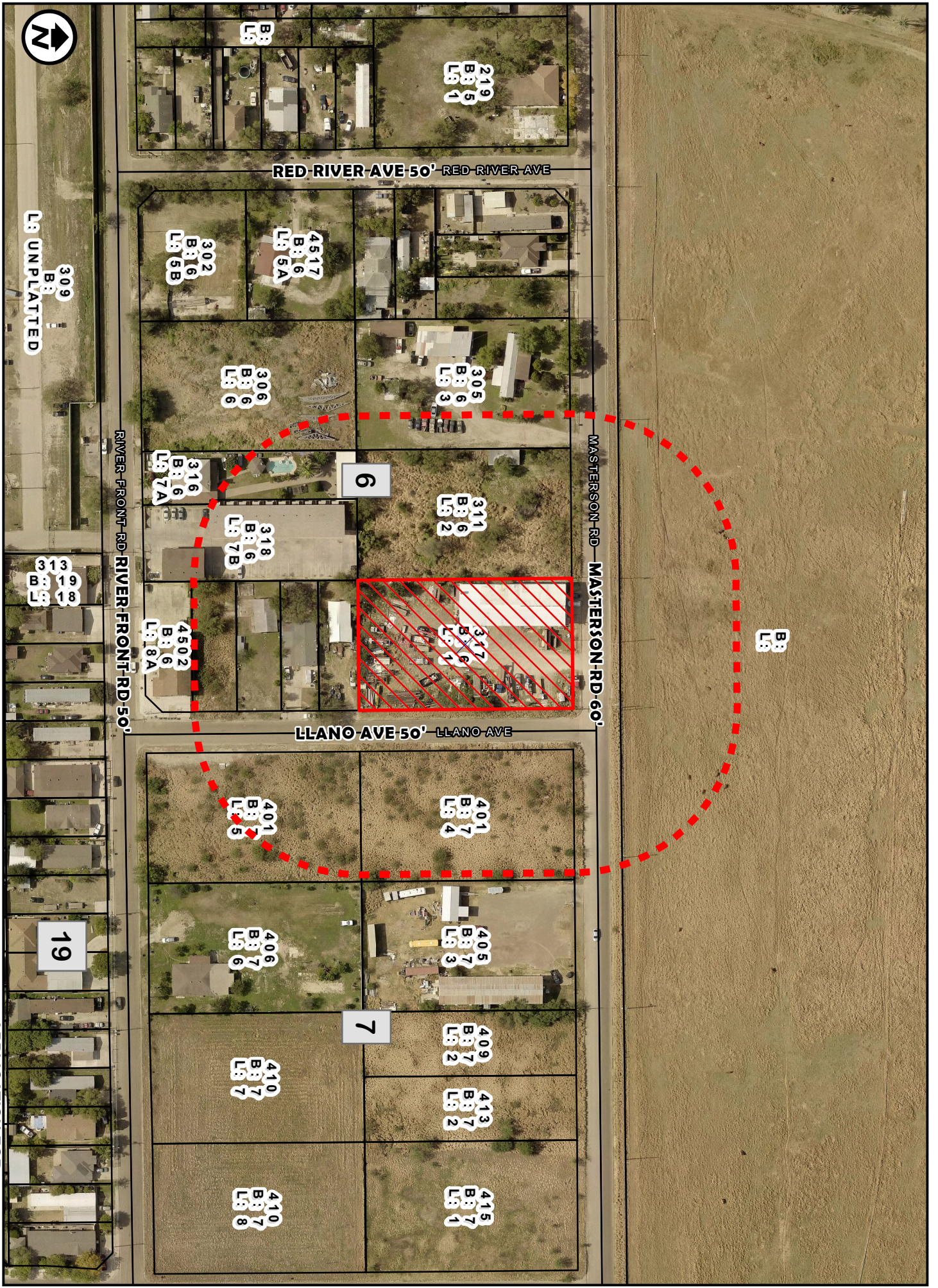
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
 1 inch = 150 feet

ZC-38-2020
 COUNCIL DISTRICT 3
 317 MASTERSON RD.

APPLICATION FOR
 R3 (MIXED RESIDENTIAL DISTRICT)
 B1 (LIMITED BUSINESS DISTRICT)

L: UNPLATTED

309
 B: 6

308
 B: 6
 307
 B: 6

19

MASTERSON RD - MASTERSON RD 60'
 LLANO AVE - LLANO AVE 50'
 RED RIVER AVE - RED RIVER AVE 50'

6

7

B:
 L: 4

B:
L:
UNPLATTED

R-2
B:
L:
UNPLATTED

B-3
B:
L:
UNPLATTED

AG

MASTERTSON-RD-60'

RIVER-FRONT-RD-50'

309
B:
L:
UNPLATTED

M-1



ZONING OVERVIEW

ZC-38-2020

1 inch = 300 feet

COUNCIL DISTRICT 3
317 MASTERTSON RD.

R3 (MIXED RESIDENTIAL DISTRICT)
B1 (LIMITED BUSINESS DISTRICT)

APPLICATION FOR

AG

NECHES-AVE-50'

201
B: 5
L: 4

205
B: 5
L: 3

209
B: 5
L: 2

219
B: 5
L: 1

RED RIVER-AVE-50'

4517
B: 6
L: 5A

302
B: 6
L: 5B

306
B: 6
L: 6

306
B: 6
L: 3

311
B: 6
L: 2

317
B: 6
L: 1

LLANO-AVE-50'

401
B: 7
L: 4

401
B: 7
L: 5

405
B: 7
L: 3

406
B: 7
L: 6

410
B: 7
L: 7

410
B: 7
L: 8

BRAZOS RD-60'

ANYEU-CT-50'

SUSIE DR

SUSIE DR-50'

ANGELA DR

R-1MH

ORGANO-BLVD-60'

VIVIANA CT-50'

SANTA-MARTHA-BLVD-60'

VALERIA LOOP

VALERIA LOOP

610
B: 1
L: 1

AG

MUSGO-DR-50'

MENTA-DR-50'

MENTA-DR-50'

MENTA-DR-50'

MENTA-DR-50'

MENTA-DR-50'

MENTA-DR-50'

MENTA-DR-50'

MENTA-DR-50'

MENTA-DR-50'

MENTA-DR-50'

MENTA-DR-50'

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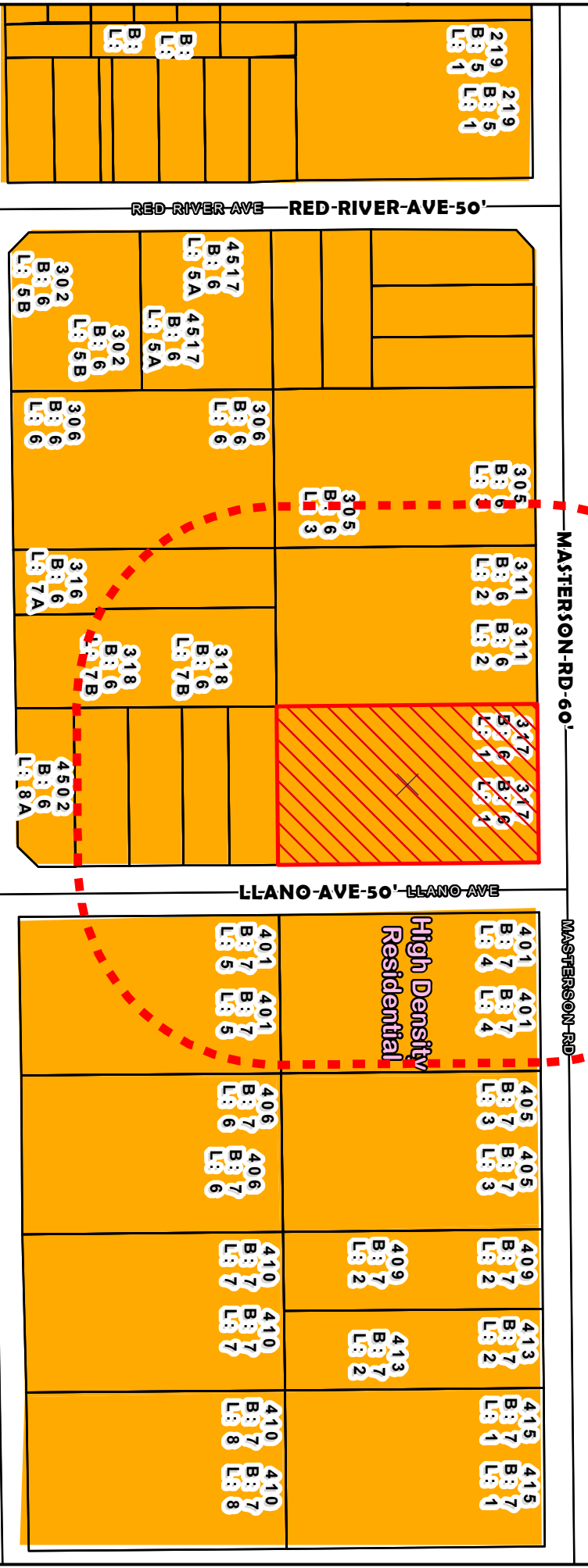
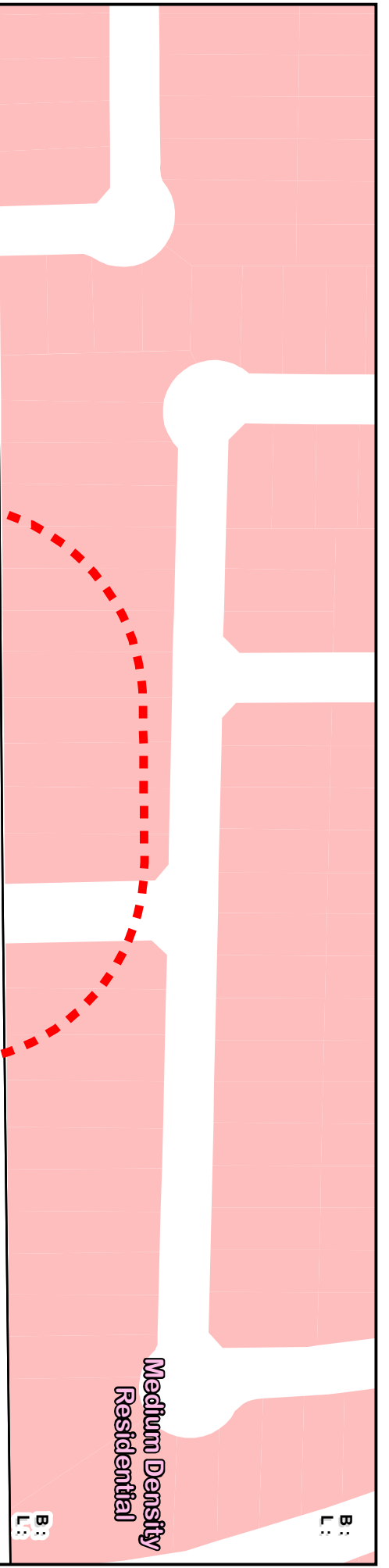
DALIA LN

DALIA LN

DALIA LN

DALIA LN

DALIA LN



309 Institutional 309
 B: UNPLATTED L: UNPLATTED

309 Institutional 309
 B: UNPLATTED L: UNPLATTED

309 Institutional 309
 B: UNPLATTED L: UNPLATTED

FUTURE LANDUSE MAP
 1 inch = 150 feet
 ZC-38-2020
 COUNCIL DISTRICT 3
 317 MASTERSON RD.

R3 (MIXED RESIDENTIAL DISTRICT)
 B1 (LIMITED BUSINESS DISTRICT)

APPLICATION FOR

City Council-Regular

20.

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Maria Antonieta and Juan Antonio Molina, Owner(s)/Applicant(s), and Abraham R. Gonzalez, Representative.

Prior Action: This item was introduced by the Honorable Mercurio Martinez III at the regular Council meeting of June 15, 2020.

SUBJECT:

2020-O-076 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for Signs Manufacturing at Lot 1, Block 6, Riverside Masterson Rd. Subdivision, located at 317 Masterson Rd; providing for publication and effective date.

ZC-39-2020 **District III**

BACKGROUND:

Council District: III – The Honorable Mercurio Martinez III

Proposed use: Signs manufacturing

Site: The site is currently used to manufacture signs.

Surrounding land uses: North, east and west of the property there is vacant undeveloped land. South of the property are single family residences and a Multi-Family complex. Further west are O.M.S. Ortiz Mechanic Services, Environmental Maintenance Services, A/C Services. Further to the east, Iglesia Christiana Aposent Alto.

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

<http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>

Transportation Plan: The Long Range Thoroughfare Plan does not identify Masterson Rd. or Llano Avenue, east of the property.

http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 14

In Favor: 0

Opposed: 0

STAFF COMMENTS:

As per Section 24.62.4 District Purpose - Specific Use Zoning Overlay Districts. The purpose of the Specific Use Zoning Overlay District is to provide a more restrictive zoning classification than that of the zoning districts listed in Section 24-62.1(a) herein. A Specific Use Zoning District Overlay designation is intended to promote development and/or redevelopment consisting with the land use patterns of surrounding property and subject to specific criteria and performance standards applicable in those zones.

Section 24.62.6 Conditional Use Permits (1) The purpose of a Conditional Use Permit is to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. A Conditional Use Permit is primarily for property located in older sections of the City and is intended to promote development and/or redevelopment of such property which is consistent with the land use patterns of surrounding property.

Staff supports the proposed Conditional Use Permit for the following reasons:

1. The proposed use is current at this location and out of compliance.
2. Even though the proposed use is not compatible with the surrounding uses in the area. The conditional use permit is an attempt to bring the current use into compliance.
3. The proposed B-1 district does not allow the sign manufacturing use, but it is required in order to introduce a Conditional Use Permit (CUP) for the proposed use of signs manufacturing. (Sign manufacturing is only permitted by right on M-1, M-2 and MXD zoning districts).

Should the Commission recommend approval of the proposed C.U.P., staff suggest the following provisions:

1. The Conditional Use Permit (CUP) shall be issued to Juan A. Molina and Maria A. Molina, Owner(s)/Applicant(s), and is non-transferable.
2. The CUP is restricted to sign manufacturing as shown on site plan Exhibit A, which is made part hereof for all purposes.
3. The CUP is restricted to operating hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. and Saturday and Sunday closed.
4. Signage is limited to that allowed in a B-1 zoning.
5. Banners and window signs are prohibited.
6. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
7. 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.
8. Off site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
10. Owner shall provide an opaque fence wall of no less than seven (7) feet in height along property lines which abut or adjoin residential properties or residential zoning districts in compliance with Section 24.79 of the Laredo Land Development Code.

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 Building, fire and Safety Codes and regulations as required to include but not limited to ADA compliance and Noise Nuisance as per Code of Ordinances.
13. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
14. The sale and consumption of alcohol on premises is prohibited.
15. 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.
16. No outdoor storage is permitted.
17. All activities must be limited within the property in a clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. No noise and light that creates a nuisance between 7:00 pm to 7:00 am.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 9 to 0 recommended approval of the Conditional Use Permit.

STAFF RECOMMENDATION:

Staff **supports** the proposed Conditional Use Permit.

IMPACT ANALYSIS

Attachments

Ordinance 2020-O-076
Color Maps - ZC-39-2020
Site Layout ZC-39-2020
Revised Site Plan ZC-39-2020
Photos for ZC-39-2020

ORDINANCE NO. 2020-O-076

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR SIGNS MANUFACTURING ON LOT 1, BLOCK 6, RIVERSIDE MASTERSON SUBDIVISION, LOCATED AT 317 MASTERSON RD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for signs manufacturing on Lot 1, Block 6, Riverside Masterson Subdivision, located at 317 Masterson Rd; 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 May 21, 2020; and,

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

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

WHEREAS, the City Council has held a public hearing on June 15, 2020, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for signs manufacturing on Lot 1, Block 6, Riverside Masterson Subdivision, located at 317 Masterson Rd.

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

1. The Conditional Use Permit (CUP) shall be issued to Juan A. Molina and Maria A. Molina, Owner(s)/Applicant(s), and is non-transferable.
2. The CUP is restricted to sign manufacturing as shown on site plan Exhibit A, which is made part hereof for all purposes.

3. The CUP is restricted to operating hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. and Saturday and Sunday closed.
4. Signage is limited to that allowed in a B-1 zoning.
5. Banners and window signs are prohibited.
6. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
7. 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.
8. Off site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
10. Owner shall provide an opaque fence wall of no less than seven (7) feet in height along property lines which abut or adjoin residential properties or residential zoning districts in compliance with Section 24.79 of the Laredo Land Development Code.
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 Building, fire and Safety Codes and regulations as required to include but not limited to ADA compliance and Noise Nuisance as per Code of Ordinances.
13. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
14. The sale and consumption of alcohol on premises is prohibited.
15. 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.
16. No outdoor storage is permitted.
17. All activities must be limited within the property in a clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. No noise and light that creates a nuisance between 7:00 pm to 7:00 am.

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 nine 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 _____, 2020.

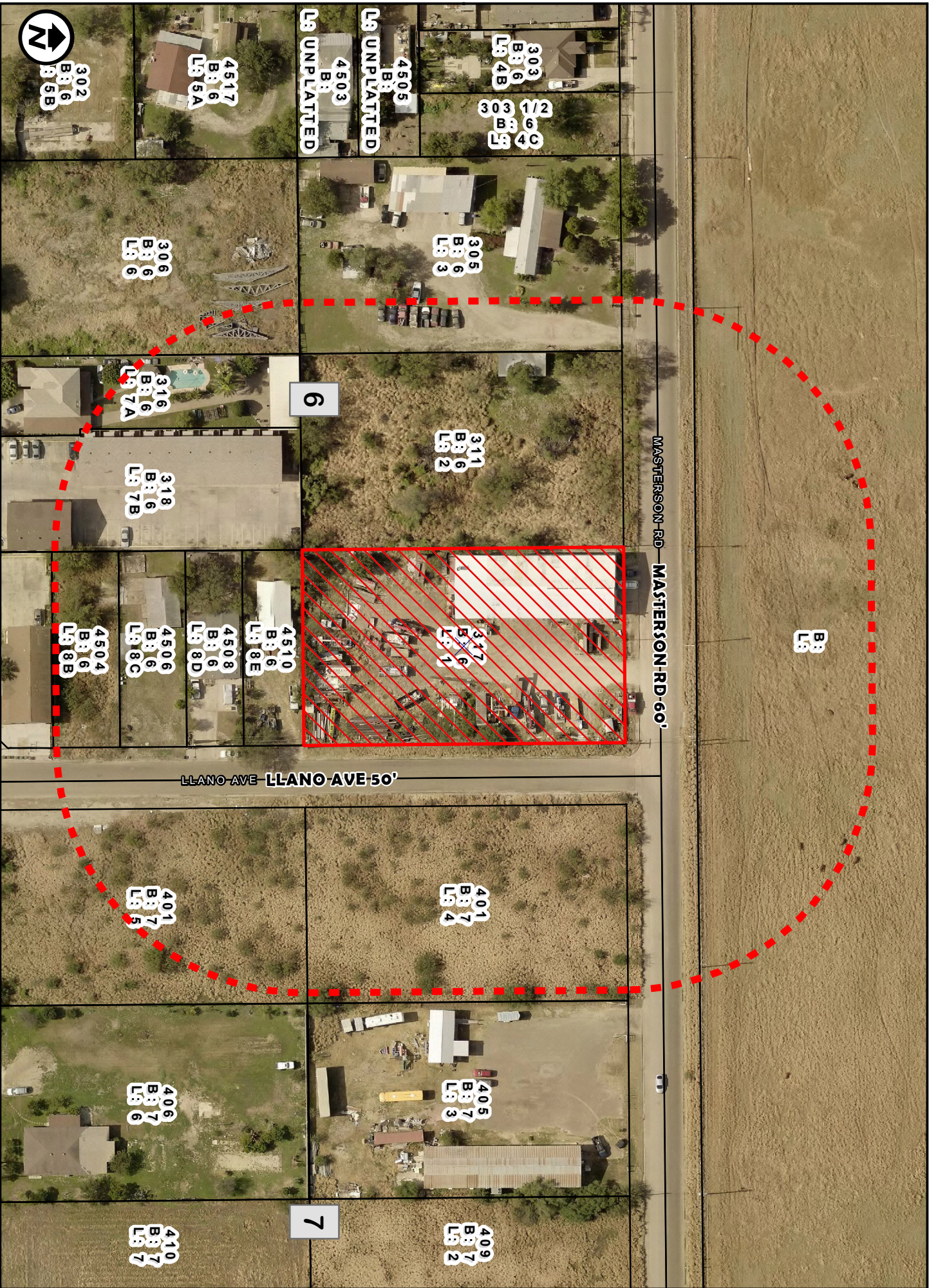
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



B:
L9

303
B: 6
L9: 4B

303 1/2
C
304
305

4505
B:
UNPLATTED

4503
B:
UNPLATTED

4517
B: 6
L9: 5A

302
B: 6
L9: 5B

305
B: 6
L9: 3

306
B: 6
L9: 6

6

311
B: 6
L9: 2

316
B: 6
L9: 7A

318
B: 6
L9: 7B

317
B: 6
L9: 1

4504
B: 6
L9: 8B

4506
B: 6
L9: 8C

4508
B: 6
L9: 8D

4510
B: 6
L9: 8E

LLANO AVE - LLANO AVE - 50'

401
B: 7
L9: 4

401
B: 7
L9: 5

405
B: 7
L9: 3

406
B: 7
L9: 6

7

409
B: 7
L9: 2

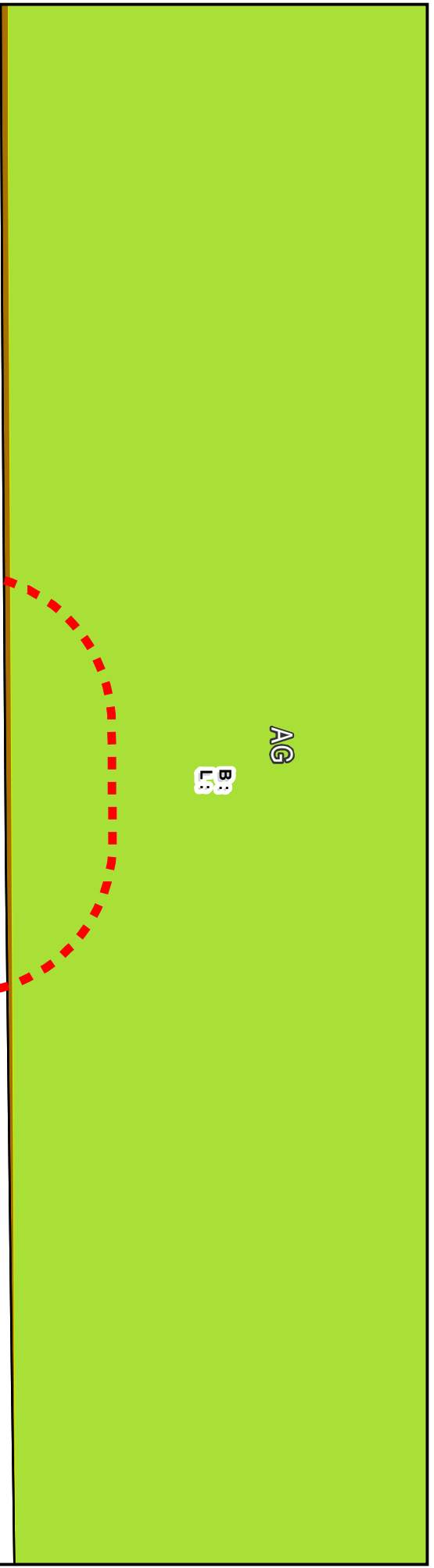
410
B: 7
L9: 7



AERIAL MAP
ZC-39-2020
COUNCIL DISTRICT 3
317 MASTERTSON RD.

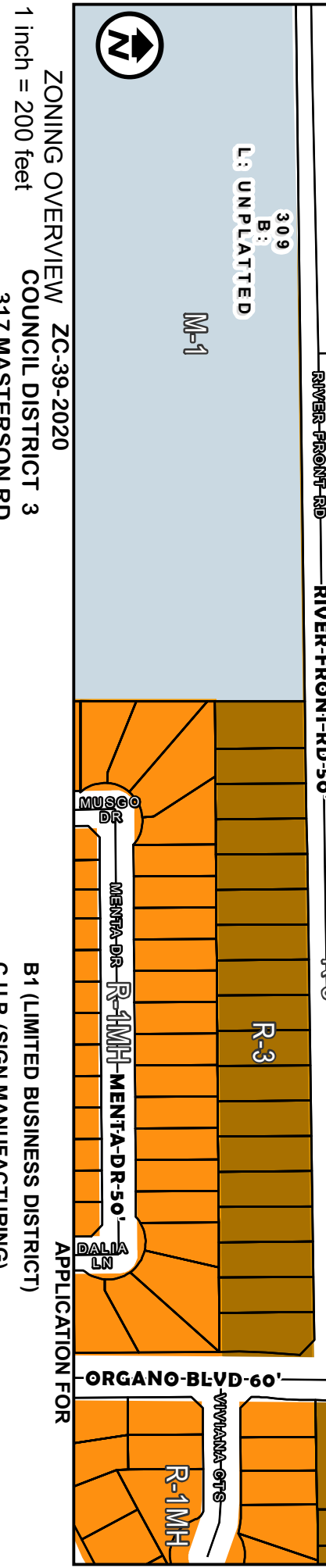
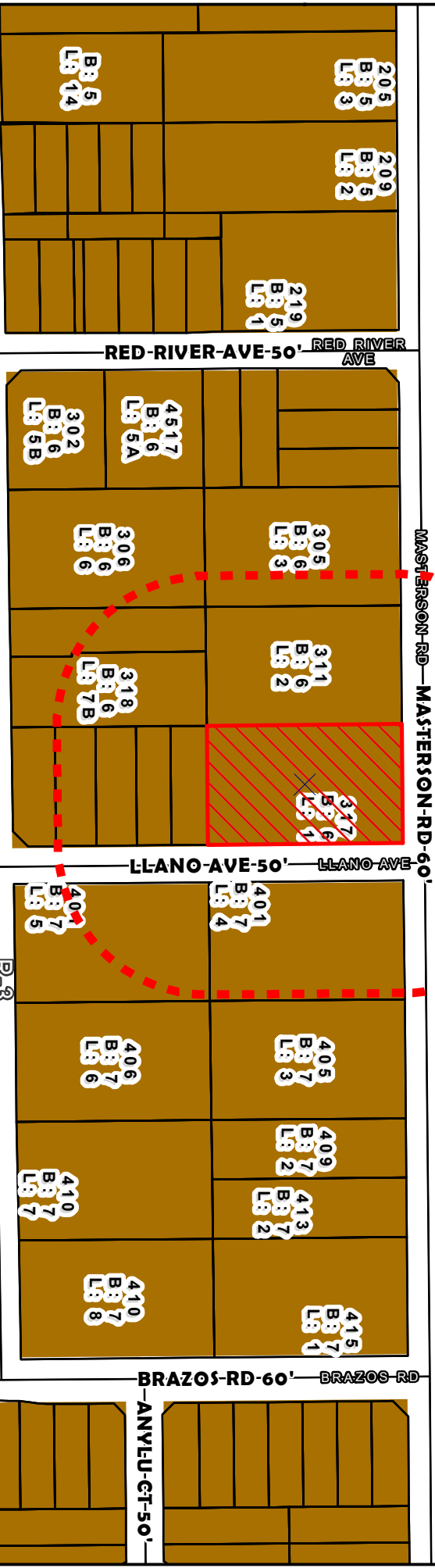
APPLICATION FOR
B1 (LIMITED BUSINESS DISTRICT)
C.U.P. (SIGN MANUFACTURING)

1 inch = 100 feet



AG

B:
L:



309
B:
L: UNPLATTED

M-1

R-3

R-1MH

ZONING OVERVIEW ZC-39-2020
COUNCIL DISTRICT 3
317 MASTERSON RD.

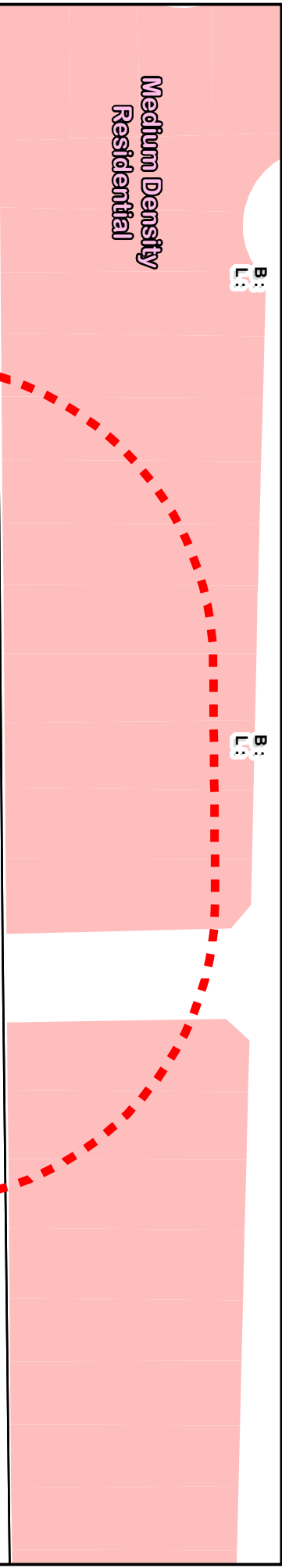
B1 (LIMITED BUSINESS DISTRICT)
C.U.P. (SIGN MANUFACTURING)

APPLICATION FOR

Medium Density Residential

B:
L:

B:
L:



MASTERSON RD - MASTERSON RD - 60'

303
B: 6
L: 4B

303
B: 6
L: 4B
1/2
C
303
B: 6
L: 4B

4505
B:
L: UNPLATTED

4503
B:
L: UNPLATTED

305
B: 6
L: 3
305
B: 6
L: 3

306
B: 6
L: 6
306
B: 6
L: 6

311
B: 6
L: 2

311
B: 6
L: 2

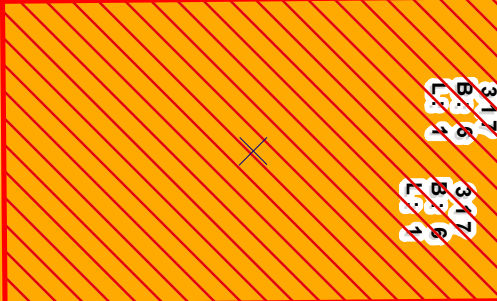
316
B: 6
L: 7A
316
B: 6
L: 7A

318
B: 6
L: 7B

318
B: 6
L: 7B

317
B: 6
L: 4

317
B: 6
L: 4



4510
B: 6
L: 8E
4508
B: 6
L: 8D

4506
B: 6
L: 8C

4504
B: 6
L: 8B

4510
B: 6
L: 8E
4508
B: 6
L: 8D

4506
B: 6
L: 8C

4504
B: 6
L: 8B

401
B: 7
L: 4

High Density Residential

401
B: 7
L: 4

401
B: 7
L: 5

401
B: 7
L: 5

405
B: 7
L: 3

405
B: 7
L: 3

406
B: 7
L: 6

406
B: 7
L: 6

409
B: 7
L: 2

409
B: 7
L: 2

410
B: 7
L: 7

410
B: 7
L: 7



302
B: 6
L: 5B
302
B: 6
L: 5B

4517
B: 6
L: 5A
4517
B: 6
L: 5A

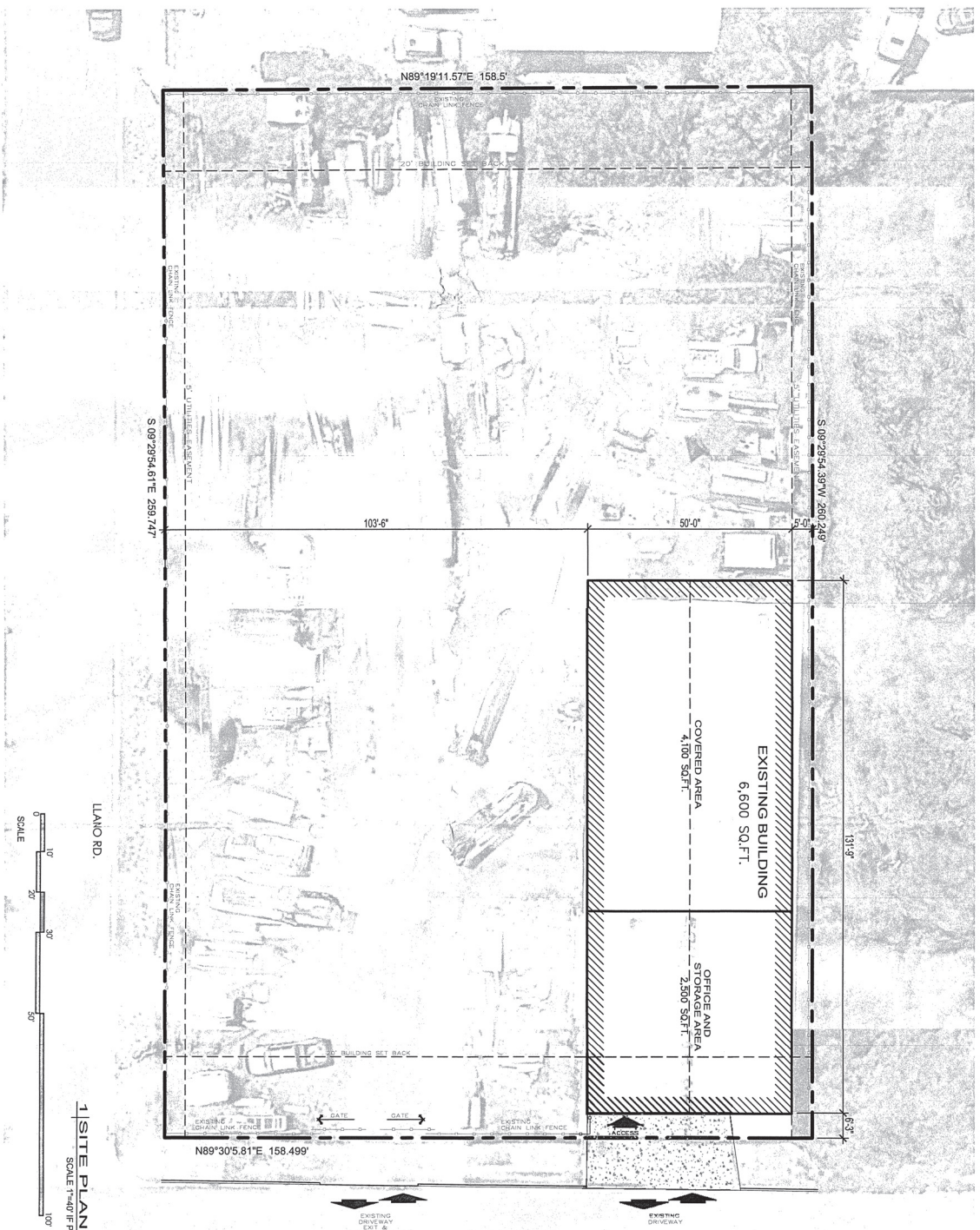
FUTURE LANDUSE MAP ZC-39-2020

1 inch = 100 feet

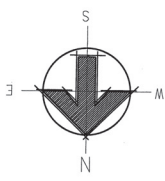
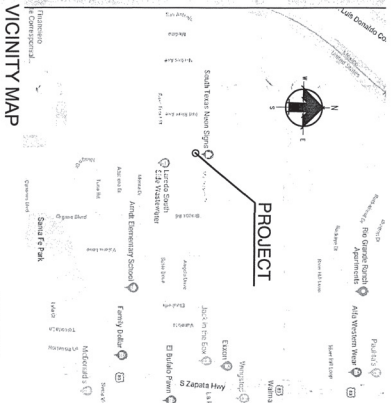
COUNCIL DISTRICT 3
317 MASTERSON RD.

APPLICATION FOR

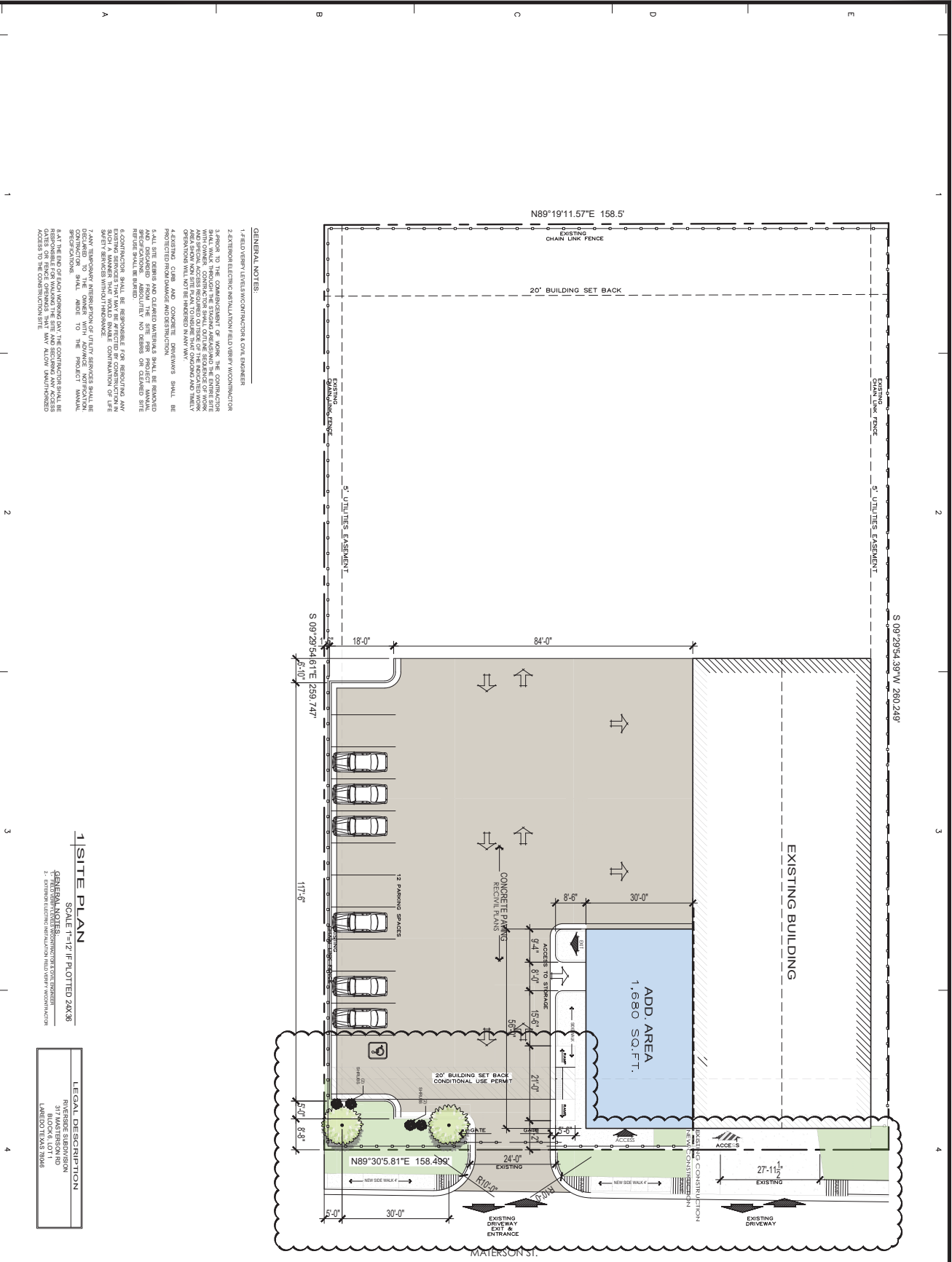
B1 (LIMITED BUSINESS DISTRICT)
C.U.P. (SIGN MANUFACTURING)



LEGAL DESCRIPTION
 RIVERSIDE SUBDIVISION
 317 MATTERSON RD
 LARDO, TEXAS 75946



7c



GENERAL NOTES:

1. FIELD REPRESENTATIVE/CONTRACTOR'S CIVIL ENGINEER
2. ZONING ELECTRIC INSTALLATION FIELD REPRESENTATIVE/CONTRACTOR
3. PRIOR TO THE COMMENCEMENT OF WORK, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF LAREDO AND THE COUNTY OF BROWARD. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF LAREDO AND THE COUNTY OF BROWARD. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF LAREDO AND THE COUNTY OF BROWARD.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LAREDO AND THE COUNTY OF BROWARD. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF LAREDO AND THE COUNTY OF BROWARD.
5. ALL SITE DEMOS AND CLEARED MATERIALS SHALL BE REMOVED AND DISPOSED PROPERLY AT THE END OF THE PROJECT. ALL MATERIALS SHALL BE REMOVED FROM THE SITE AND SECURED. ALL ACCESS SHALL BE RESTORED TO ORIGINAL CONDITIONS OR BETTER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LAREDO AND THE COUNTY OF BROWARD. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF LAREDO AND THE COUNTY OF BROWARD.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LAREDO AND THE COUNTY OF BROWARD. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF LAREDO AND THE COUNTY OF BROWARD.
8. AT THE END OF EACH WORKING DAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VACUATING THE SITE AND SECURING ANY ACCESS TO THE CONSTRUCTION SITE.

1 SITE PLAN
 SCALE: 1/2" = 1' PLOTTED 24X36"
 PREPARED BY: CIVIL ENGINEER
 DATE: 01/11/2020
 PROJECT: LAREDO TEXAS 78045

LEGAL DESCRIPTION
 RIVERBEND SUBDIVISION
 BLOCK 6, LOT 1
 LAREDO TEXAS 78045

ORIENTATION

QUANTUM CONSTRUCTION + DESIGN

SOUTH TEXAS NEON

LAREDO TEXAS, 78045

REVIEWERS

NO.	DESCRIPTION	DATE
1	REVIEWED BY: CIVIL ENGINEER	01/11/2020
2		

APPROVALS

REMARKS	DATE
51015	

COORDINATED

DATE	BY
02/20/2020	

PLANS

PROPOSAL SITE PLAN

DATE: 01/11/2020

REVISION

AC1.0 (B)





Masterson Rd

Llano Rd

Goode Rd

317 Masterson Road

Masterson Rd

City Council-Regular

21.

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Adrian Golarte, Owner/Applicant

Prior Action: This item was introduced by the Honorable Mercurio Martinez III at the regular Council meeting of June 15, 2020.

SUBJECT:

2020-O-077 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, & 3, Block 208 Eastern Division, located at 1602 South Meadow Avenue, from B-1 (Limited Business District) to B-3 (Community Business District); providing for publication and effective date.

**ZC-34-2020
District III**

BACKGROUND:

Council District: III – The Honorable Mercurio Martinez III

Proposed use: Commercial - Auto Sales.

Site: The site is currently vacant.

Surrounding land uses: North of the property is vacant undeveloped land. South of the property are Kandy's Bed Liner & minor body repair, F & M auto Sales, Leo's Beauty Salon. East of the property across Meadow Ave., are Cega Auto Sales, Sammy's Auto Sales and auto frame shop. Vacant land abuts the property top the west.

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

<http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>

Transportation Plan: The Long Range Thoroughfare Plan identifies S. Meadow as a Major Collector.

http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 17

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change conforms with the future land use of The Comprehensive Plan's designation of this area is **Neighborhood Mixed-Use. (That includes all zoning districts, except M-1, M-2, and B-4)**
2. The proposed use is compatible with the commercial uses in the area.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 9 to 0 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 (Community Business District) is to provide those 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, the predominant uses in the area are commercial in nature.

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

No. There is a B-3 district across S. Meadow Ave. (East of the property) and the property abuts a B-4 district to the south.

Will change adversely influence living conditions in the neighborhood?

No. The area is already commercial use in nature, however it could bring more traffic, noise, etc., that any new development could bring.

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

No, the current B-1 District allows for commercial uses, except that the proposed used car sales use is NOT allowed in a B-1 zoning. The property owner wants to introduce a B-3 use on his property at this location, so he is requesting the zone change.

Attachments

Ordinance 2020-O-077

Color Maps - ZC-34-2020

ORDINANCE NO. 2020-O-077

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2 & 3, BLOCK 208, EASTERN DIVISION, LOCATED AT 1602 SOUTH MEADOW AVE., FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lots 1, 2, & 3, Block 208, Eastern Division, located at 1602 South Meadow Ave., from B-1 (Limited Business District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 21, 2020; 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 June 15, 2020, 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 1, 2, & 3, Block 208, Eastern Division, located at 1602 South Meadow Ave., from B-1 (Limited Business District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

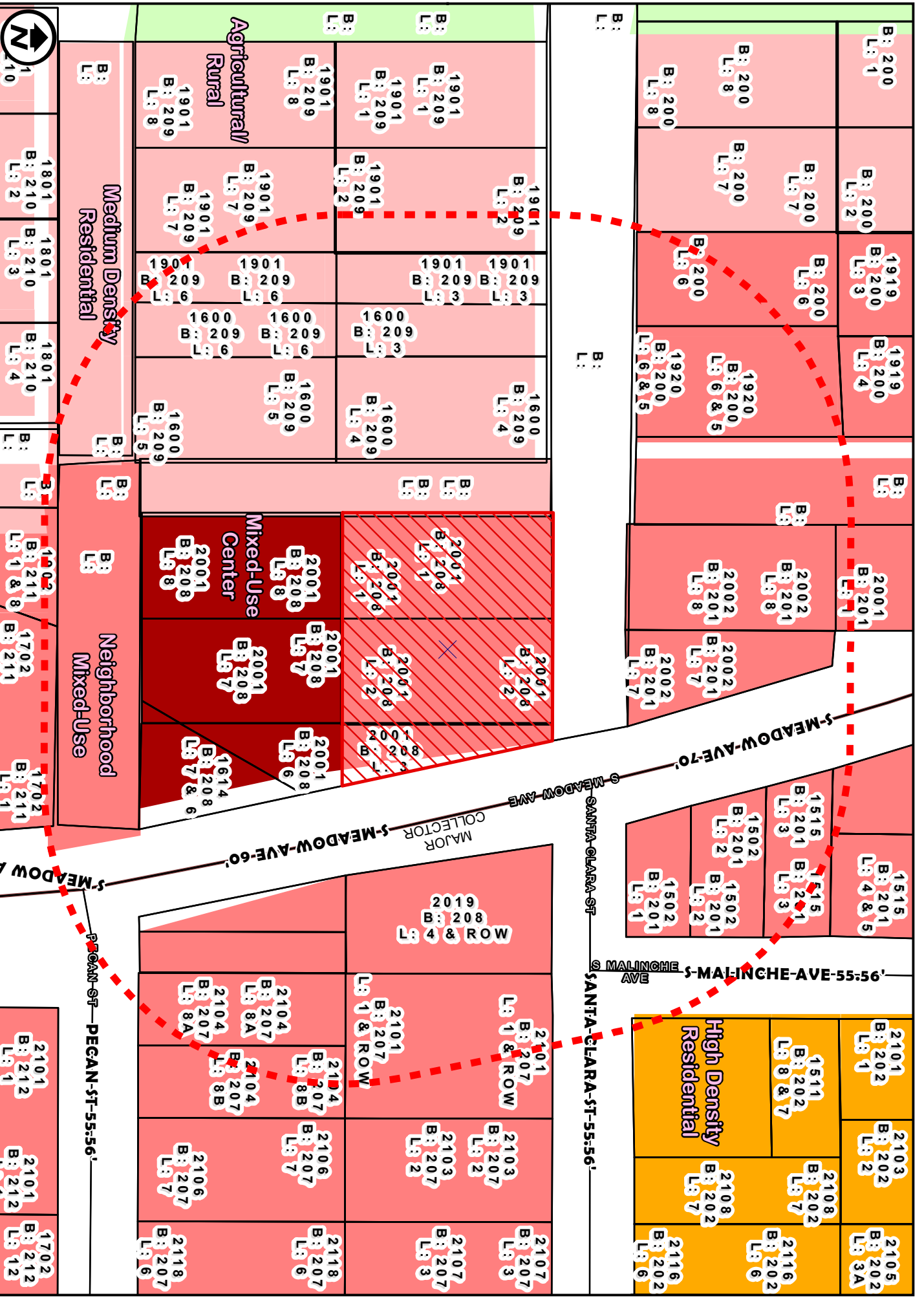
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



FUTURE LANDUSE MAP ZC-34-2020
 COUNCIL DISTRICT 3
 1602 S.MEADOW AVE.

APPLICATION FOR
 B1 (LIMITED BUSINESS DISTRICT)
 B3 (COMMUNITY BUSINESS DISTRICT)



1 inch = 83 feet

City Council-Regular

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Ernesto and Carol Ibarra,
Owner(s)/Applicant(s) and Belia
Gonzalez, Representative.

Prior Action: This item was introduced by the Honorable Alberto Torres, Jr. at the regular
Council meeting of June 15, 2020.

SUBJECT:

2020-O-078 Amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2012-O-084 and rezoning Lot 4, Block 666, Eastern Division, located at 1219 East Bustamante St., from R-3 (Mixed Residential District) to B-1 (Limited Business District); providing for publication and effective date.

**ZC-43-2020
District IV**

BACKGROUND:

Council District: IV – The Honorable Alberto Torres, Jr.

Proposed use: retail (medical supplies).

Site: There is a current Conditional Use Permit for a oriental grocery store, and professional offices. Ordinance 2012-O-084.

Surrounding land uses: North, south, east and west of the property there are mixed uses (residential and light commercial). One vacant lot across Bustamante St. north of the property.

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

<http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>

Transportation Plan: The Long Range Thoroughfare Plan identifies East Bustamante as a Major Collector. The Plan does not identify North Stone Avenue, abutting the property to the east.

http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 21

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change does not conform with the Future Land Use of The Comprehensive Plan's designation for this area as a High Density Residential. However, the proposed zoning is compatible with the surrounding zoning districts. The property abuts a B-1 district to the west and to the north across Bustamante St.
2. The proposed use is compatible with the surrounding mixed uses in the area, residential and light commercial, and will bring the current CUP uses into compliance, without the need for the CUP; as well as the new proposed retail use for medical supplies.
3. The property complies with the B-1 minimum Lot width of 46 FT. as per Section 24-77 Dimensional Standards.
4. Currently the property does not comply with Section 24-78 of the Land Development Code requiring a 7 foot opaque fence. Approval is contingent upon compliance with this section.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 8 to 0 with 1 abstention recommended approval of the zone change.

STAFF RECOMMENDATION:

Staff supports the 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 established uses in the area are mixed uses, residential and light commercial in nature.

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

No. The property abuts a B-1 zoning district to the west, and there is a B-1 zoning district across Bustamante St. to the north.

Will change adversely influence living conditions in the neighborhood?

Yes. The proposed B-1 will bring more noise, traffic as any new commercial development may introduce in the area. Bustamante St. is already a heavy traffic road. However this zone change will bring into compliance some of the uses this location provides through the current CUP.

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

No. The current zoning district only allows for residential uses, and although the new proposed use of retail (medical supplies) is not permitted in the current zoning, the property holds a current CUP to cover for some of the commercial uses provided. Changing the zoning to B-1, will allow for the proposed use without a CUP.

ORDINANCE NO. 2020-O-078

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REPEALING ORDINANCE 2012-O-084 AND REZONING LOT 4, BLOCK 666, EASTERN DIVISION, LOCATED AT 1219 BUSTAMANTE ST. 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 4, Block 666, Eastern Division, located at 1219 Bustamante St., from R-3 (Mixed Residential 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 May 21, 2020; 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 June 15, 2020, 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 4, Block 666, Eastern Division, located at 1219 Bustamante St., from R-3 (Mixed Residential 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 _____, 2020.

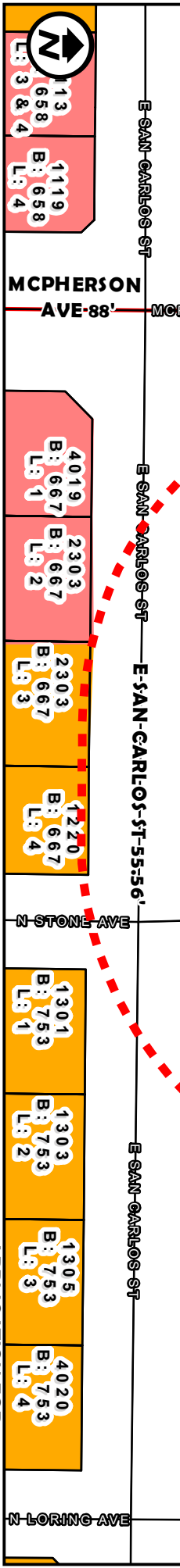
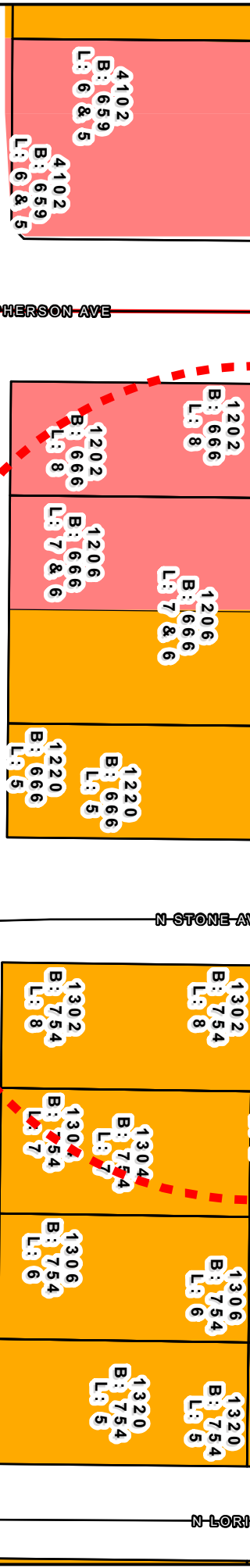
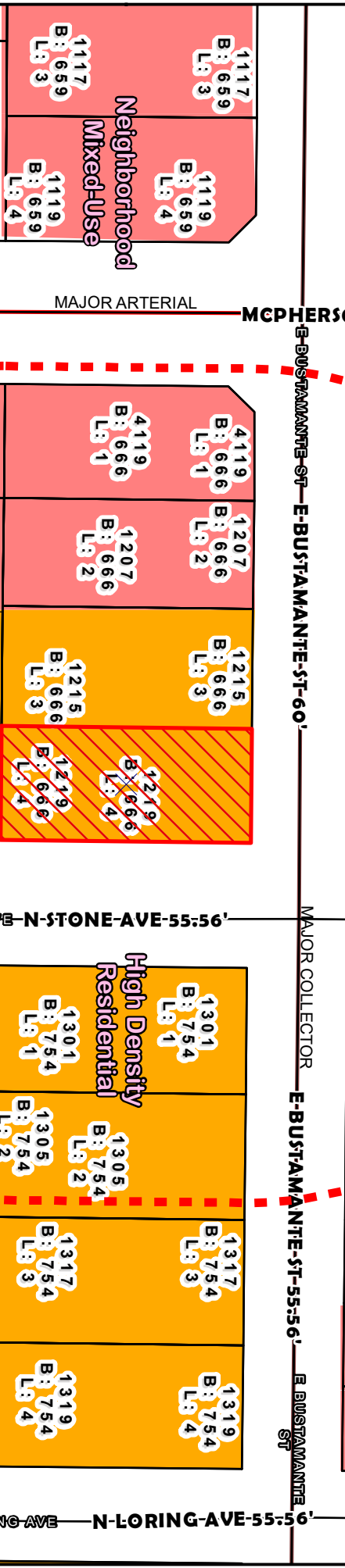
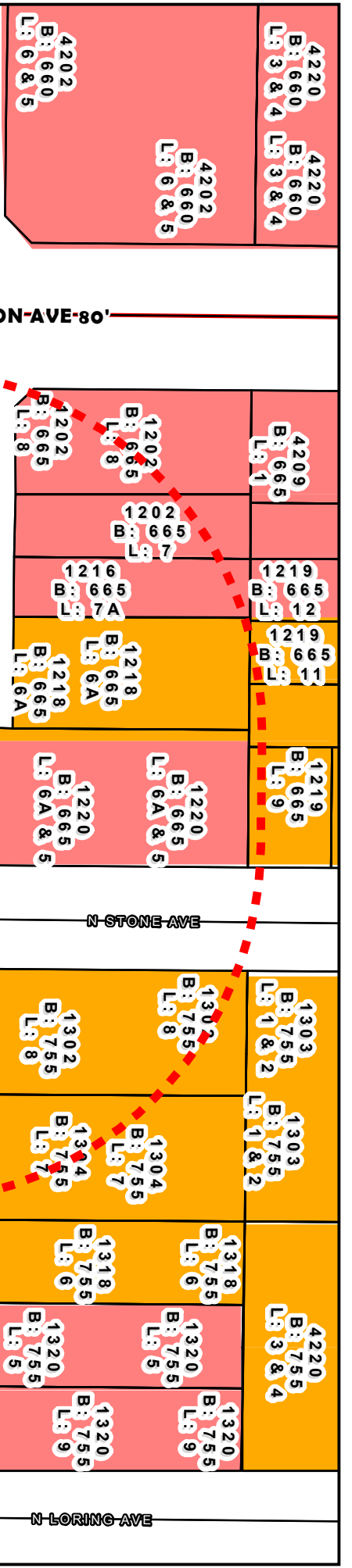
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



FUTURE LANDUSE MAP ZC-43-2020
 COUNCIL DISTRICT 4
 1219 E. BUSTAMANTE ST.
 APPLICATION FOR
 R3 (MIXED RESIDENTIAL DISTRICT)
 B1 (LIMITED BUSINESS DISTRICT)

City Council-Regular

23.

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: QRS Ventures Inc/Edward Beckelhymer III, Owner/Applicant and PEUA Consulting LLC/Oscar Castillo, Representative

Prior Action: This item was introduced by the Honorable Nelly Vielma at the regular Council meeting of June 15, 2020.

SUBJECT:

2020-O-079 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 20, Block 1, The Loop Subdivision Phase 4, located at 6001 Vero Dr., from B-4 (Highway Commercial District) to R-1 (Single Family Residential District); providing for publication and effective date.

**ZC-36-2020
District V**

BACKGROUND:

Council District: V – The Honorable Norma "Nelly" Vielma

Proposed use: Residential.

Site: The site is currently vacant.

Surrounding land uses: North of the property is single family residences. East and South are vacant residential lots and West is vacant undeveloped commercial property.

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

<http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>

Transportation Plan: The Long Range Thoroughfare Plan does not identify Vero Dr., nor Alek Dr., or Sina Dr., north of the property. However the Plan identifies Bob Bullock Loop in the proximity of the site, running along northwest.

http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 13

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change conforms with the future land use of The Comprehensive Plan's designation of this area is Low Density Residential.
2. The proposed Residential use is compatible with the single family residential uses in the area. The proposed district complies with the R-1 zoning district requirements, as per Section 24-77 Dimensional Standards. Refer to Exhibit A for The Loop Subdivision Phase IV layout.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 8 to 0 and 1 abstention recommended approval of the zone change.

STAFF RECOMMENDATION:

Staff supports the proposed zone change.

IMPACT ANALYSIS

R-1 (Single Family Residential District): The purpose of the R-1 (Single Family Residential District) is to provide an area for residential uses and those public and semi-public uses normally considered and integral part of the residential neighborhood they serve.

Is this change contrary to the established land use pattern?

No. The existing uses along this area, are single family residential uses, in nature.

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

No. The property abuts a R-1 and R-1A districts to the east.

Will change adversely influence living conditions in the neighborhood?

No. The uses in the area are already residential uses in nature.

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

Yes, the existing B-4 does not allow residential uses. This specific location (Lot 20) is part of the existing new subdivision to the west, currently R-1 and R-1A zoning districts. This zone change will match the abutting R-1 zoning district.

Attachments

Ordinance 2020-O-079

Color Maps - ZC-36-2020

Exhibit A - The Loop Subdivision Phase IV

ORDINANCE NO. 2020-O-079

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 20, BLOCK 1, THE LOOP SUBDIVISION, PHASE 4, LOCATED AT 6001 VERO DR., FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 20, Block 1, The Loop Subdivision, Phase 4, located at 6001 Vero Dr., from B-4 (Highway Commercial District) to R-1 (Single Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 21, 2020; 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 June 15, 2020, 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 20, Block 1, The Loop Subdivision, Phase 4, located at 6001 Vero Dr., from B-4 (Highway Commercial District) to R-1 (Single Family Residential District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

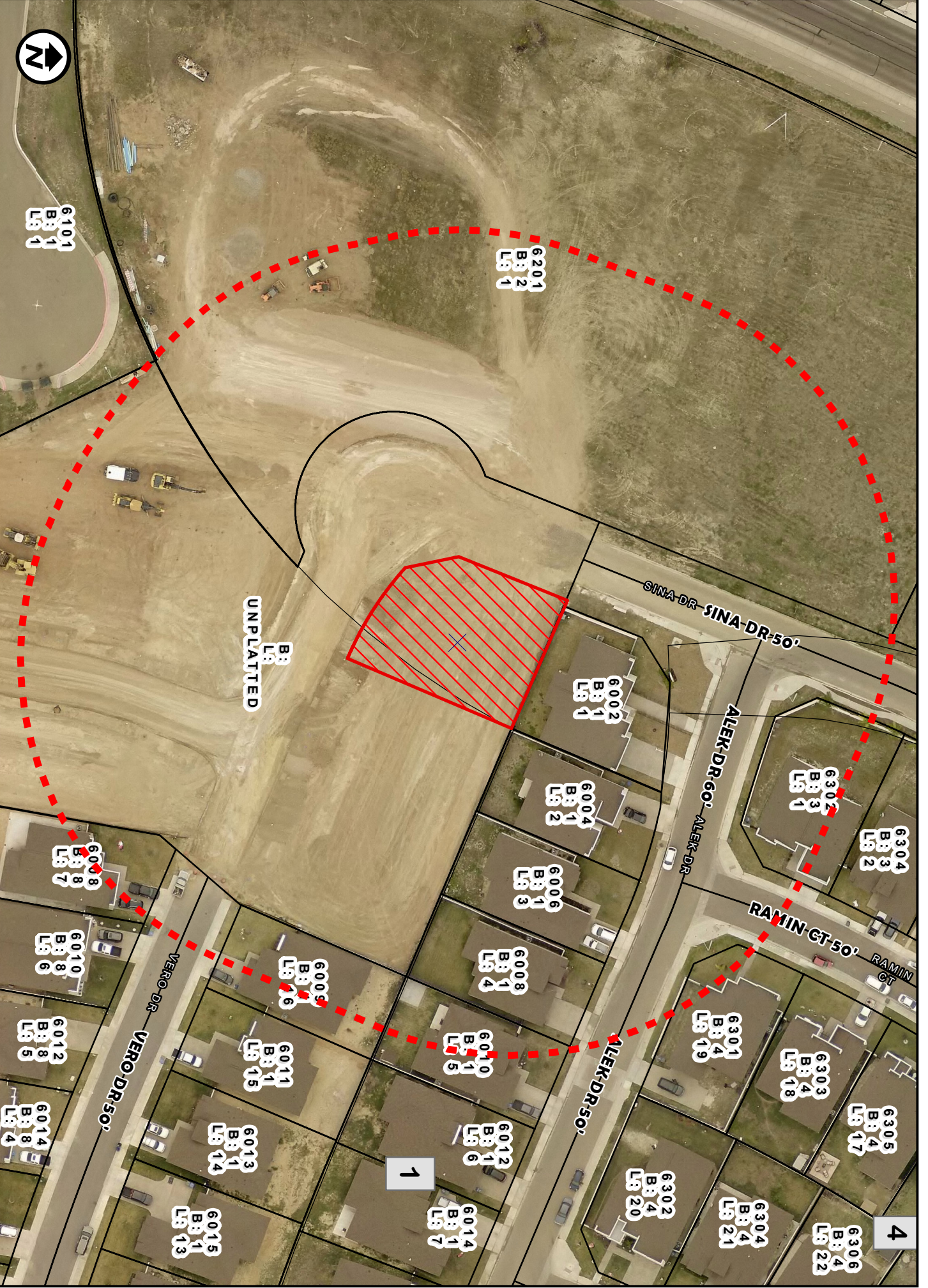
KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 75 feet

ZC-36-2020
COUNCIL DISTRICT 5
6001 VERO DR.

APPLICATION FOR
B4 (HIGHWAY COMMERCIAL DISTRICT)
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



UNPLATTED
B:
L:

1

4

6101
B: 1
L: 1

6201
B: 2
L: 1

6002
B: 1
L: 1

6004
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L: 2

6006
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L: 3

6008
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6010
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L: 5

6012
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L: 6

6014
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6010
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6009
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L: 16

6011
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L: 15

6302
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6301
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6303
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6306
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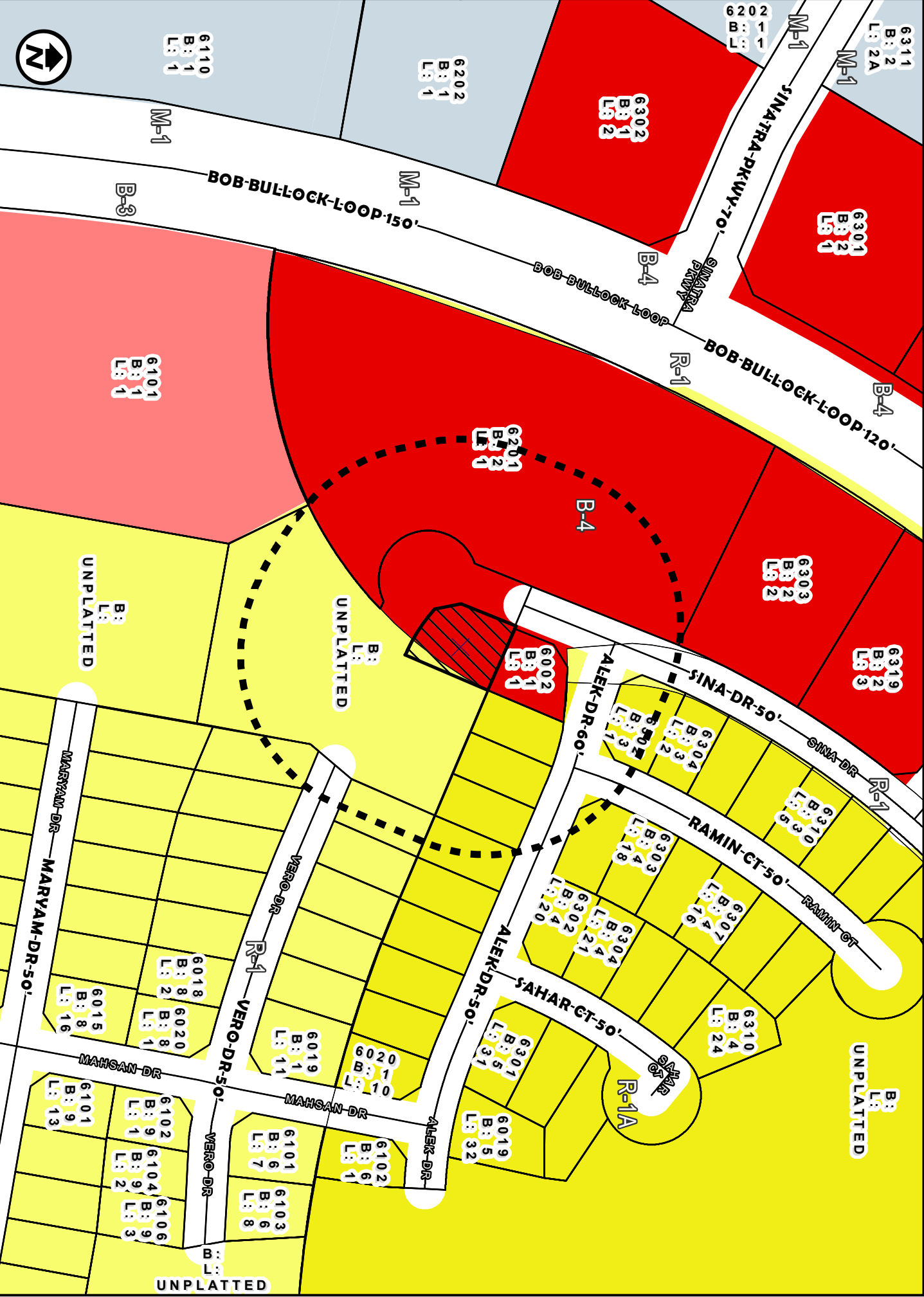
SINA-DR-SINA-DR-50'

ALEK-DR-60' ALEK-DR

RAMIN-CT-50'

ALEK-DR-50'

VERO-DR VERO-DR-50'



ZONING OVERVIEW
 1 inch = 150 feet

ZC-36-2020
 COUNCIL DISTRICT 5
 6001 VERO DR.

APPLICATION FOR
 B4 (HIGHWAY COMMERCIAL DISTRICT)
 R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



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B: 2
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6201
B: 2
L: 1

UNPLATTED
B:
L:

Low
Density
Residential

UNPLATTED
B:
L:

SINA-DR-SINA-DR-50'

ALEK-DR-60' ALEK-DR

RAMIN-CT-50' RAMIN CT

ALEK-DR-50'

VERO-DR-VERO-DR-50'

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FUTURE LANDUSE MAP

1 inch = 75 feet

ZC-36-2020
COUNCIL DISTRICT 5
6001 VERO DR.

APPLICATION FOR

B4 (HIGHWAY COMMERCIAL DISTRICT)

R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

CERTIFICATE OF OWNER

STATE OF TEXAS
COUNTY OF WEBB
EDWARD BECKELMANN III, the undersigned owner of the land shown on this plat, designated herein as 'The Loop Subdivision Phase IV' in the City of Laredo, County of Webb, Texas, where a subdivision exists, hereby declare the use on the public records...

STATE OF TEXAS
COUNTY OF WEBB
Witness my hand and seal of office this 21 day of January, 2020.



5/10/2023
MY COMMISSION EXPIRES

LIEN HOLDER CERTIFICATE

This subdivision map is being approved and defined by the undersigned herein under this 21 day of January, 2020.
By: Sergio A. Gonzalez
The Executive Vice President of FICOLA INTERNATIONAL BANK

STATE OF TEXAS
COUNTY OF WEBB
Witness my hand and seal of office this 21 day of January, 2020.



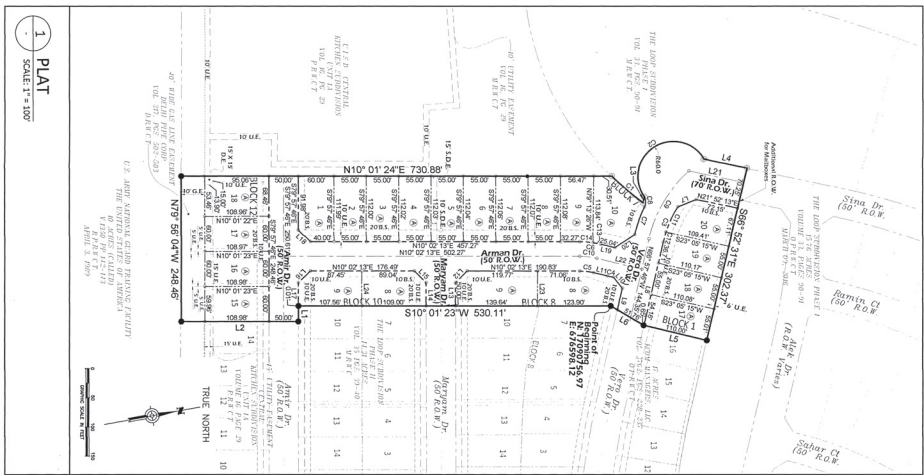
CERTIFICATE OF ENGINEER

I, Oscar C. Alvarez, Registered Professional Engineer in the State of Texas, hereby certify that the plat and drawings hereon are true and correct copies of the original drawings as shown to me and approved by me, and that the same conform to all requirements of the subdivision ordinance, except for those variances that may have been granted by the Planning Commission of the City of Laredo, Texas.



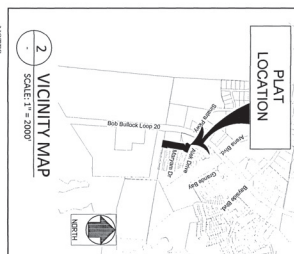
CERTIFICATE OF SURVEYOR

I, J.J. Garcia, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat and drawings hereon were prepared by a duly licensed surveyor under my supervision, on the ground, that the corner monument shown thereon will be properly placed under my supervision.



LEGAL DESCRIPTION THE LOOP SUBDIVISION PHASE IV
Being a 5.15 acre tract of land, out of a 2.00 acre tract of land, and a 17.00 acre tract of land, conveyed to KCOM Managers, L.L.C., as described and located in Volume 3762, Page 228-237, Deed Records, Laredo, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

Table with 3 columns: Curve Table (Curve #, Stationing, Chord Length, Area), Parcel Line Table (Lot #, Length, Direction, Area), and THE LOOP SUBDIVISION PHASE IV (Lot #, Area, AC, SOLE).



PLAT APPROVAL-CITY ENGINEER
I have reviewed this plat and accompanying governmental drawings identified as 'The Loop Subdivision Phase IV' and find them to conform to all requirements of the subdivision ordinance...

PLANNING COMMISSION APPROVAL
This is to certify that the subdivision shown on this plat conforms to all requirements of the subdivision ordinance...

CERTIFICATE OF COUNTY CLERK
I, Angela R. Jarama, County Clerk of Webb County, Texas, do hereby certify that the plat and drawings hereon were filed for record in the public records...



STATE OF TEXAS
COUNTY OF WEBB
Angela R. Jarama
County Clerk

THE LOOP SUBDIVISION PHASE IV
A TRACT OF LAND CONTAINING 5.15 ACRES OF LAND OUT OF A 3 ACRE TRACT OF LAND AND A 17 ACRE TRACT OF LAND CONVEYED TO KCOM MANAGERS, L.L.C. AS DESCRIBED IN DEED RECORDS IN VOL. 3762, PP. 228-237 W.C.O.P.R.

ISSUED:
DATE: 01/06/2017
DESCRIPTION: TO ONE STOP SHOP

085, Venardas, Inc.
P.O. Box 465130
Laredo, Texas 78046

1.10
18787120

City Council-Regular

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: KRK Limited/Edward Beckelhymer III, Owner/Applicant and PEUA Consulting LLC/Oscar Castillo, Representative.

Prior Action: This item was introduced by the Honorable Nelly Vielma at the regular Council meeting of June 15, 2020.

SUBJECT:

2020-O-080 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, The Loop Subdivision Phase I, located at 6002 Alek Dr., from B-4 (Highway Commercial District) to R-1A Single Family Reduced Area Residential District); providing for publication and effective date.

**ZC-37-2020
District V**

BACKGROUND:

Council District: V – The Honorable Nelly Vielma

Proposed use: Residential.

Site: The site currently has a residential dwelling.

Surrounding land uses: North and East of the property are single family residences. South and West of the property are vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential. <http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>

Transportation Plan: The Long Range Thoroughfare Plan does not identify Alek Dr., or Sina Dr. http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 17

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change conforms with the future land use of The Comprehensive Plan's designation of this area is **Low Density Residential.**
2. The proposed Residential uses are compatible with the single family residential uses in the area. The proposed district complies with the R-1A zoning district requirements, as per Section 24-77 Dimensional Standards.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 9 to 0 recommended 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 4500 square feet.

Is this change contrary to the established land use pattern?

No. The existing uses along this area, are single family residential in nature. South and west of the property are vacant undeveloped land.

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

No. The property abuts an R-1A to the east.

Will change adversely influence living conditions in the neighborhood?

No. The area is already residential in nature.

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

Yes, the existing B-4 doesn't allow residential uses, and the property owner wants to continue with the R-1A residential district that abuts the property to the east. This lot is part of the same Loop subdivision, Phase I.

Attachments

Ordinance 2020-O-080

Color Maps - ZC-37-2020

Exhibit A - The Loop Subdivision Phase I

ORDINANCE NO. 2020-O-080

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, THE LOOP SUBDIVISION, PHASE I, LOCATED AT 6002 ALEK DR., FROM B-4 (HIGHWAY COMMERCIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 1, The Loop Subdivision, Phase I, located at 6002 Alek Dr., from B-4 (Highway Commercial District) to R-1A (Single Family Reduced Area Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 21, 2020; 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 June 15, 2020, 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, The Loop Subdivision, Phase I, located at 6002 Alek Dr., from B-4 (Highway Commercial District) to R-1A (Single Family Reduced Area Residential District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

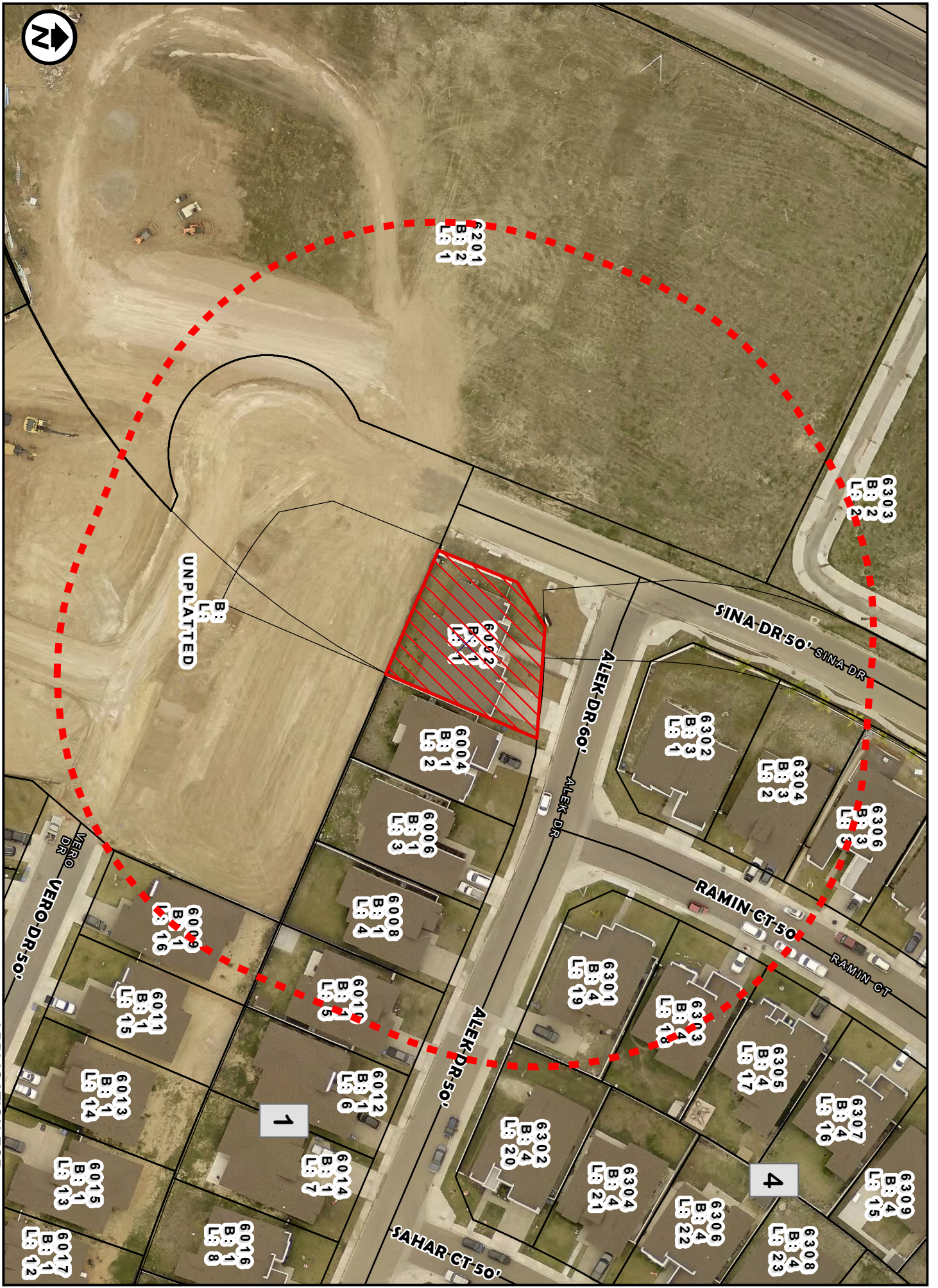
KRISTINA K. LAUREL HALE
CITY ATTORNEY



AERIAL MAP
1 inch = 75 feet

ZC-37-2020
COUNCIL DISTRICT 5
6002 ALEK

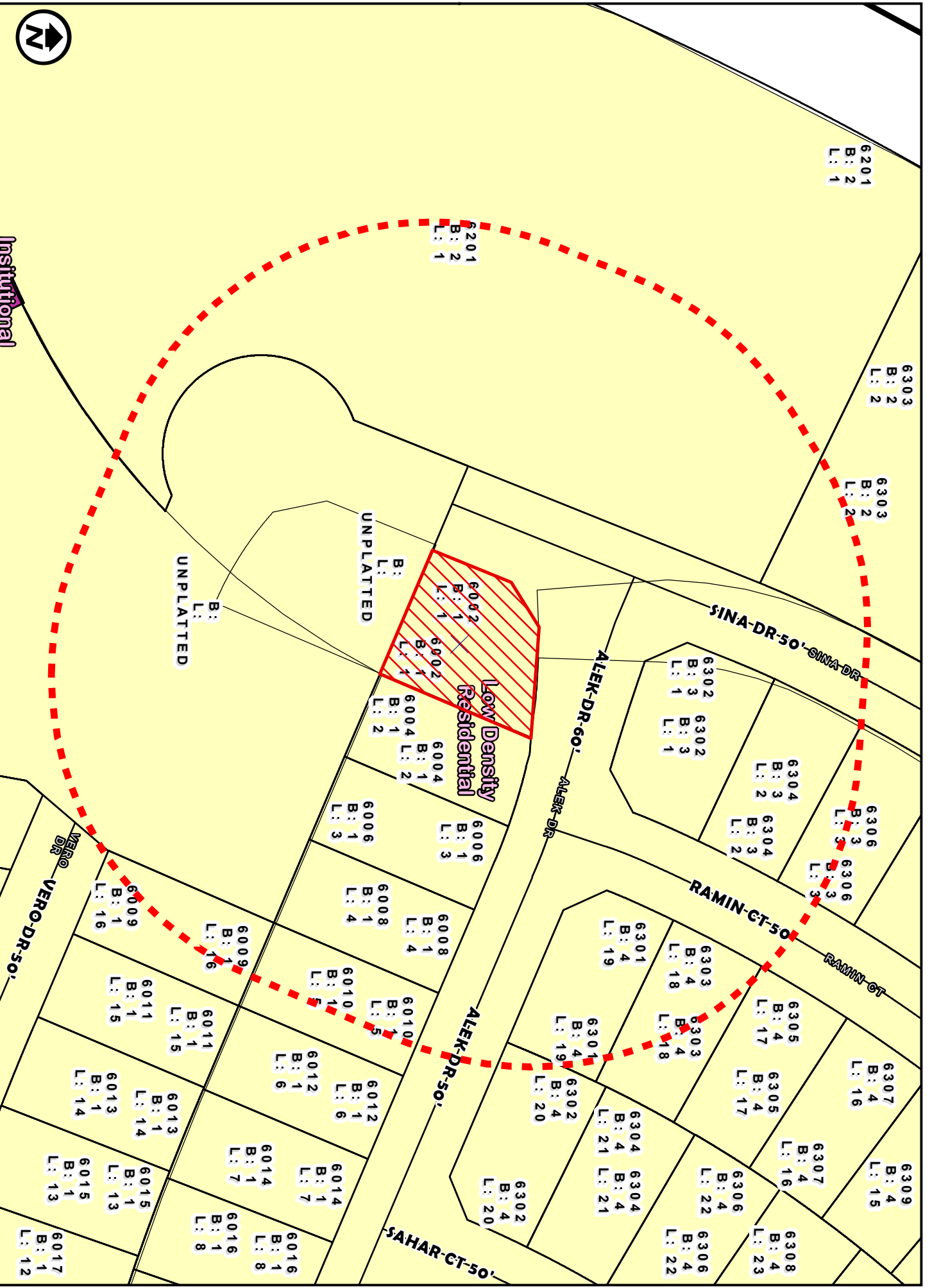
APPLICATION FOR
B4 (HIGHWAY COMMERCIAL DISTRICT)
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)

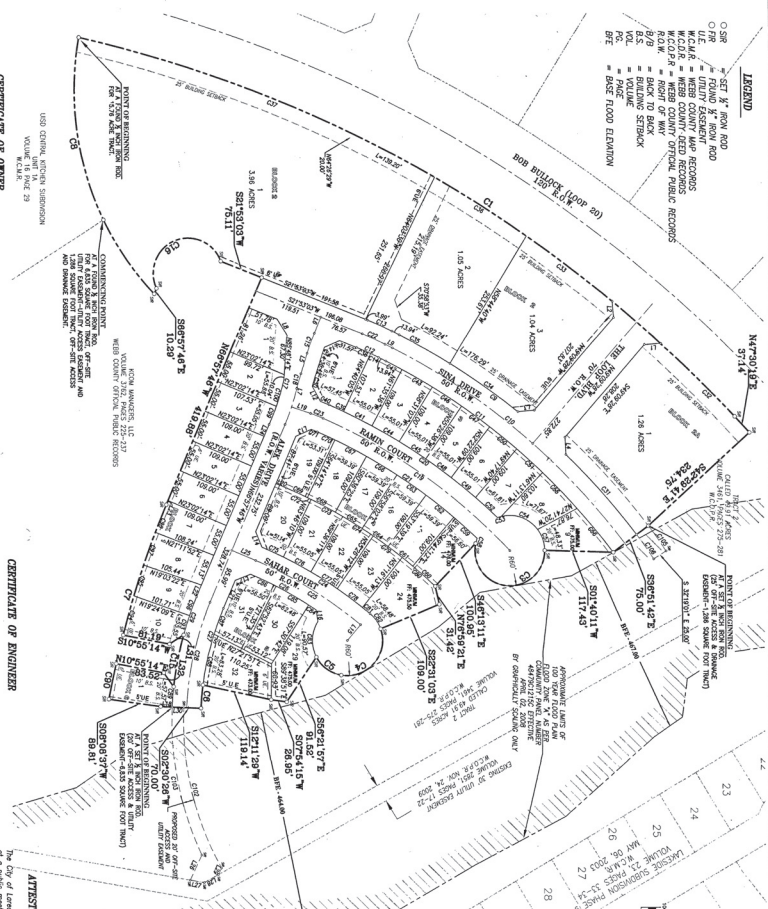




FUTURE LANDUSE MAP
 1 inch = 75 feet
 ZC-37-2020
 COUNCIL DISTRICT 5
 6002 ALEK

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





GENERAL NOTES

1. Submittal drawings and notes shall be prepared in accordance with the Texas Land Development Code, Chapter 191, Texas Administrative Code, and the City of Lewis, Texas, Ordinance 2016-01.
2. The applicant shall provide a copy of the submittal drawings and notes to the City of Lewis, Texas, Planning Commission, 1000 West Loop West, Suite 1000, Lewis, Texas 77841, for review and approval.
3. The applicant shall provide a copy of the submittal drawings and notes to the City of Lewis, Texas, Planning Commission, 1000 West Loop West, Suite 1000, Lewis, Texas 77841, for review and approval.
4. The applicant shall provide a copy of the submittal drawings and notes to the City of Lewis, Texas, Planning Commission, 1000 West Loop West, Suite 1000, Lewis, Texas 77841, for review and approval.
5. The applicant shall provide a copy of the submittal drawings and notes to the City of Lewis, Texas, Planning Commission, 1000 West Loop West, Suite 1000, Lewis, Texas 77841, for review and approval.
6. The applicant shall provide a copy of the submittal drawings and notes to the City of Lewis, Texas, Planning Commission, 1000 West Loop West, Suite 1000, Lewis, Texas 77841, for review and approval.
7. The applicant shall provide a copy of the submittal drawings and notes to the City of Lewis, Texas, Planning Commission, 1000 West Loop West, Suite 1000, Lewis, Texas 77841, for review and approval.
8. The applicant shall provide a copy of the submittal drawings and notes to the City of Lewis, Texas, Planning Commission, 1000 West Loop West, Suite 1000, Lewis, Texas 77841, for review and approval.
9. The applicant shall provide a copy of the submittal drawings and notes to the City of Lewis, Texas, Planning Commission, 1000 West Loop West, Suite 1000, Lewis, Texas 77841, for review and approval.
10. The applicant shall provide a copy of the submittal drawings and notes to the City of Lewis, Texas, Planning Commission, 1000 West Loop West, Suite 1000, Lewis, Texas 77841, for review and approval.

NOTE: The drawings submitted with this plat show the Loop 290 Subdivision, which is a subdivision of land in the City of Lewis, Texas, and is subject to the provisions of the Texas Land Development Code, Chapter 191, Texas Administrative Code, and the City of Lewis, Texas, Ordinance 2016-01.

The following table shows the area of each lot in the subdivision, and the total area of the subdivision.

Lot Number	Area (sq. ft.)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000
7	10,000
8	10,000
9	10,000
10	10,000
11	10,000
12	10,000
13	10,000
14	10,000
15	10,000
16	10,000
17	10,000
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100	10,000

ATTACHMENT OF PLANNING COMMISSION APPROVAL

The City of Lewis Planning Commission approved the following plat for record on the 31st day of March, 2016.

[Signature]
 Mayor, City of Lewis, Texas

CERTIFICATE OF ENGINEER

I hereby certify that I am a duly licensed Professional Engineer in the State of Texas, and that I have prepared the above plat in accordance with the provisions of the Texas Land Development Code, Chapter 191, Texas Administrative Code, and the City of Lewis, Texas, Ordinance 2016-01.

[Signature]
 Engineer, State of Texas

CERTIFICATE OF SURVEYOR

I have surveyed the above plat in accordance with the provisions of the Texas Land Development Code, Chapter 191, Texas Administrative Code, and the City of Lewis, Texas, Ordinance 2016-01.

[Signature]
 Surveyor, State of Texas

PLAT APPROVAL - CITY ENGINEER

I have reviewed this plat and find it to be in accordance with the provisions of the Texas Land Development Code, Chapter 191, Texas Administrative Code, and the City of Lewis, Texas, Ordinance 2016-01.

[Signature]
 City Engineer, City of Lewis, Texas

PLANNING COMMISSION APPROVAL

This plat of the LOOP SUBDIVISION, PLATE 1, prepared by SHEFFEY ENGINEERING CO., L.L.C., has been submitted to and considered by the Planning Commission of the City of Lewis, Texas, and is hereby approved by such commission on the 31st day of March, 2016.

[Signature]
 Planning Commission, City of Lewis, Texas

LOCATION MAP

Showing the location of the LOOP SUBDIVISION, PLATE 1, in the City of Lewis, Texas.

THE LOOP SUBDIVISION PHASE I

PLATE 1

OWNER/DRAWER:
 SHEFFEY ENGINEERING CO., L.L.C.
 400 SHEFFY DRIVE
 LEWIS, TEXAS 77841
 (959) 791-3511

ENGINEER/SURVEYOR:
 SHEFFEY ENGINEERING CO., L.L.C.
 400 SHEFFY DRIVE
 LEWIS, TEXAS 77841
 (959) 791-3511

PLANNING COMMISSION APPROVAL:
 SHEFFEY ENGINEERING CO., L.L.C.
 400 SHEFFY DRIVE
 LEWIS, TEXAS 77841
 (959) 791-3511

CERTIFICATE OF OWNERS

I, the undersigned, do hereby certify that I am the owner of the land shown on the above plat, and that I have prepared the same in accordance with the provisions of the Texas Land Development Code, Chapter 191, Texas Administrative Code, and the City of Lewis, Texas, Ordinance 2016-01.

[Signature]
 Owner, State of Texas

LAND BODIES CERTIFICATE

I have surveyed the above plat in accordance with the provisions of the Texas Land Development Code, Chapter 191, Texas Administrative Code, and the City of Lewis, Texas, Ordinance 2016-01.

[Signature]
 Surveyor, State of Texas

CERTIFICATE OF ENGINEER

I hereby certify that I am a duly licensed Professional Engineer in the State of Texas, and that I have prepared the above plat in accordance with the provisions of the Texas Land Development Code, Chapter 191, Texas Administrative Code, and the City of Lewis, Texas, Ordinance 2016-01.

[Signature]
 Engineer, State of Texas

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[Signature]
 Surveyor, State of Texas

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PLANNING COMMISSION APPROVAL

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[Signature]
 Planning Commission, City of Lewis, Texas

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[Signature]
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[Signature]
 Surveyor, State of Texas

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[Signature]
 City Engineer, City of Lewis, Texas

PLANNING COMMISSION APPROVAL

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[Signature]
 Planning Commission, City of Lewis, Texas

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[Signature]
 Mayor, City of Lewis, Texas

CERTIFICATE OF ENGINEER

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[Signature]
 Engineer, State of Texas

CERTIFICATE OF SURVEYOR

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[Signature]
 Surveyor, State of Texas

PLAT APPROVAL - CITY ENGINEER

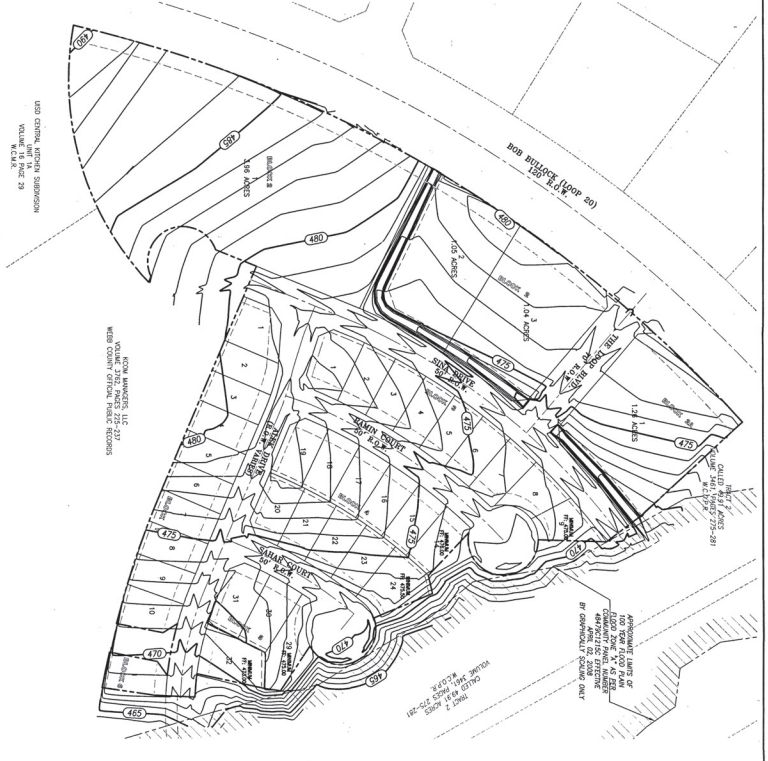
I have reviewed this plat and find it to be in accordance with the provisions of the Texas Land Development Code, Chapter 191, Texas Administrative Code, and the City of Lewis, Texas, Ordinance 2016-01.

[Signature]
 City Engineer, City of Lewis, Texas

PLANNING COMMISSION APPROVAL

This plat of the LOOP SUBDIVISION, PLATE 1, prepared by SHEFFEY ENGINEERING CO., L.L.C., has been submitted to and considered by the Planning Commission of the City of Lewis, Texas, and is hereby approved by such commission on the 31st day of March, 2016.

[Signature]
 Planning Commission, City of Lewis, Texas



POST DEVELOPMENT TOPOGRAPHY
 AS PER PLANS SIGNED SEPTEMBER 29, 2015



By my signature below, I certify that the water and sewage service facilities as depicted above provide in compliance with the above stated design and construction.

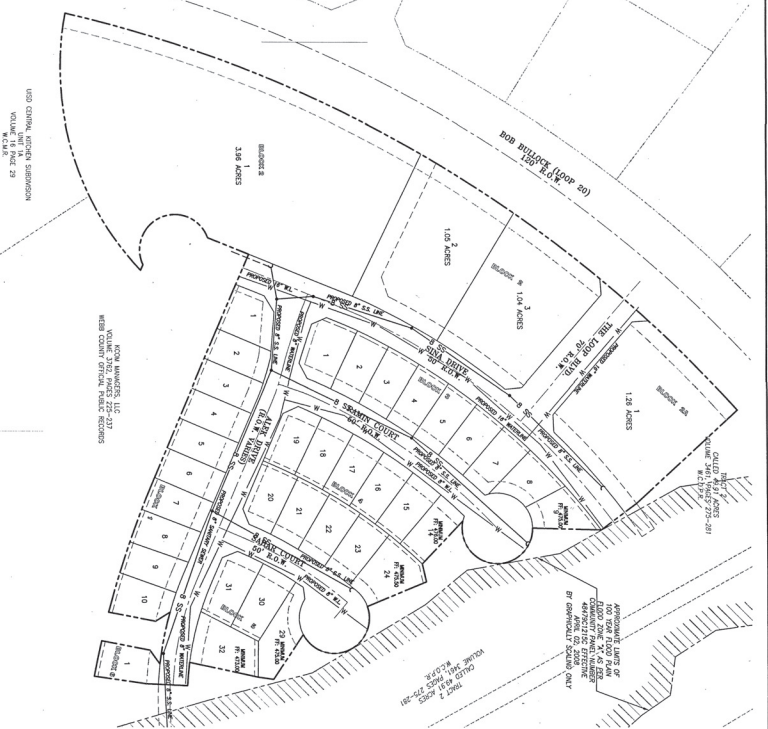
James P. Sherrey, P.E.
 James P. Sherrey, P.E. No. 62882

11/25/2015

By my signature below, I certify that the water and sewage service facilities as depicted above provide in compliance with the above stated design and construction.

[Signature]
 [Name]

MAP OF WATER DISTRIBUTION SYSTEM AND SANITARY SEWER SYSTEM
 AS PER PLANS SIGNED SEPTEMBER 29, 2015



MAP OF WATER DISTRIBUTION SYSTEM AND SANITARY SEWER SYSTEM
 AS PER PLANS SIGNED SEPTEMBER 29, 2015

By my signature below, I certify that the water and sewage service facilities as depicted above provide in compliance with the above stated design and construction.

[Signature]
 [Name]

ENGINEER/SURVEYOR:
 SHERREY ENGINEERING CO., L.L.C.
 1014 DRI COURT
 LARDO, TEXAS 78041
 (956) 791-3511
 T.E.P.L.S. FIRM REGISTRATION NO. F-3112

OWNER/DEVELOPER:
 SHAWAN KHATEL, VICE-PRESIDENT
 P.O. BOX 451130
 LARDO, TEXAS 78041
 (956) 727-0699

PROJECT: LOOP SUBDIVISION PHASE 1

DATE: 10-23-15
 REVISION: 10-21-15
 SCALE: 1" = 100'
 FILE: 8002

SHERREY ENGINEERING COMPANY, L.L.C.
 1014 DRI COURT
 LARDO, TEXAS 78041
 (956) 791-3511

THE LOOP SUBDIVISION PHASE 1

A TRACT OF LAND CONTAINING 45.76 ACRES OF LAND, MORE OR LESS, SHOWN IN SHERREY 1022 ABSTRACT 654, E.S. RANGERS, ORIGINAL GRANTEE, SAME BEING PART OF A TRACT OF LAND CONVEYED TO KOON WANGERS, LLC DATED 04/11/11, WEBB COUNTY OFFICIAL PUBLIC RECORDS.

SHEET NO. 2 OF 2

City Council-Regular

25.

Meeting Date: 07/27/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: Lisa Jacaman, Owner/Applicant
and Genoveva Padilla,
Representative

Prior Action: This item was introduced by the Honorable Nelly Vielma at the regular Council meeting of June 15, 2020.

SUBJECT:

2020-O-081 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 51, Block 1, North Point Hills Subdivision, located at 249 North Point Dr., from R-O (Residential/Office District) to B-1 (Limited Business District); providing for publication and effective date.

ZC-35-2020
District V

BACKGROUND:

Council District: V – The Honorable Nelly Vielma

Proposed use: Child Day Care.

Site: Residential Structure (proposed child day care)

Surrounding land uses: North of the property is Calle del Norte and across the street is vacant unplatted land. South of the property there is a Multi-Family Complex and a Commercial structure. East and West of the property there are single family residences and Multi-Family complexes.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use, that do not include a B-4 zoning.

Re: <http://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf>
Land Use Patterns pages 1.13 through 1.16.

Transportation Plan: The Long Range Thoroughfare Plan identifies Calle Del Norte as a Major Collector. The Plan does not identify North Point Dr.

http://www.ci.laredo.tx.us/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 17

In Favor: 0

Opposed: 0

STAFF COMMENTS:

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change is appropriate at this location, because it is in conformance with the Future Land Use of the Comprehensive Plan's designation for this area as Neighborhood mixed Use (that includes all zoning districts, except M-1, M-2, B-4 zoning districts).
2. The proposed district is compatible with the B-3 zoning that abutts the property to the south. There is also B-1 district to the north, across Calle del Norte. Even though the property abutts residential district to the west, the property has a direct access from Calle del Norte.
3. The proposed zone change may introduce compatible uses with the ones in the surrounding light commercial area.

P&Z RECOMMENDATION:

The P & Z Commission, in a 9 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION:

Staff supports the proposed zone change.

IMPACT ANALYSIS

B-1 (Limited Commercial 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 area is a mix of uses, mostly light commercial, educational and single family residential. However the property abuts a B-3 district to the south with light commercial uses.

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

No, there is a B-3 district that abuts this property to the south, and a B-1 district within the same area to the north. There is no predominant use, but a mix of uses in nature.

Will change adversely influence living conditions in the neighborhood?

No, the area is already a commercial corridor with heavy traffic that could increase noise and traffic in the neighborhood, especially so close to a residential district that abuts the property to the west, but the access to this property is only through Calle del Norte.

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

No. The existing R-O (Residential/Office District) allows for commercial uses like professional offices, but will not allow the proposed use of Child Day Care; use that the property owner is introducing at this location.

Attachments

Ordinance 2020-O-081

Color Maps - ZC-35-2020

ORDINANCE NO. 2020-O-081

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 51, BLOCK 1, NORTH POINT HILLS SUBDIVISION, LOCATED AT 249 NORTH POINT DR., FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 51, Block 1, North Point Hills Subdivision, located at 249 North Point Dr., from R-O (Residential/Office District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 21, 2020; 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 June 15, 2020, 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 51, Block 1, North Point Hills Subdivision, located at 249 North Point Dr., from R-O (Residential/Office District) to B-1 (Limited Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

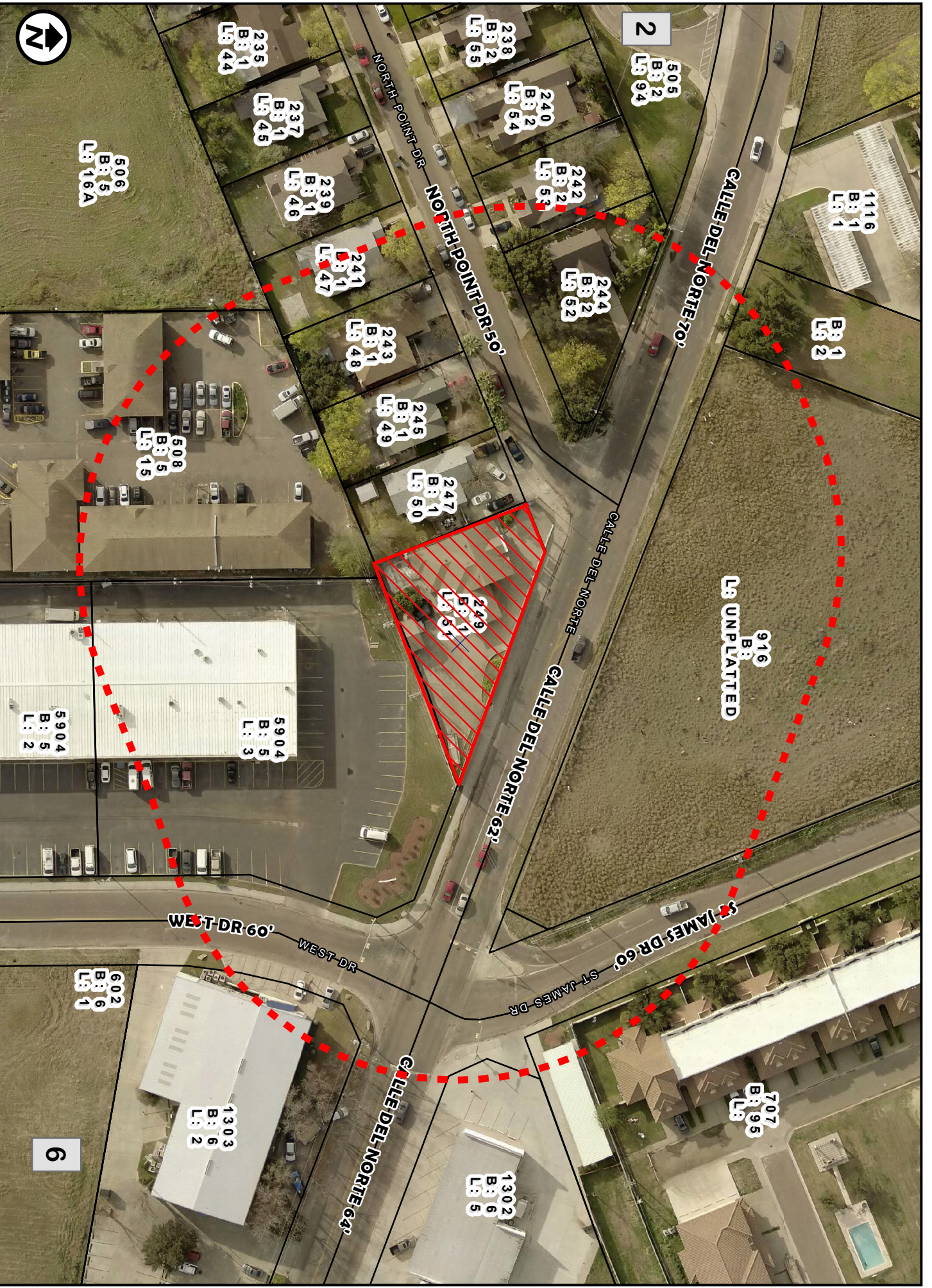
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

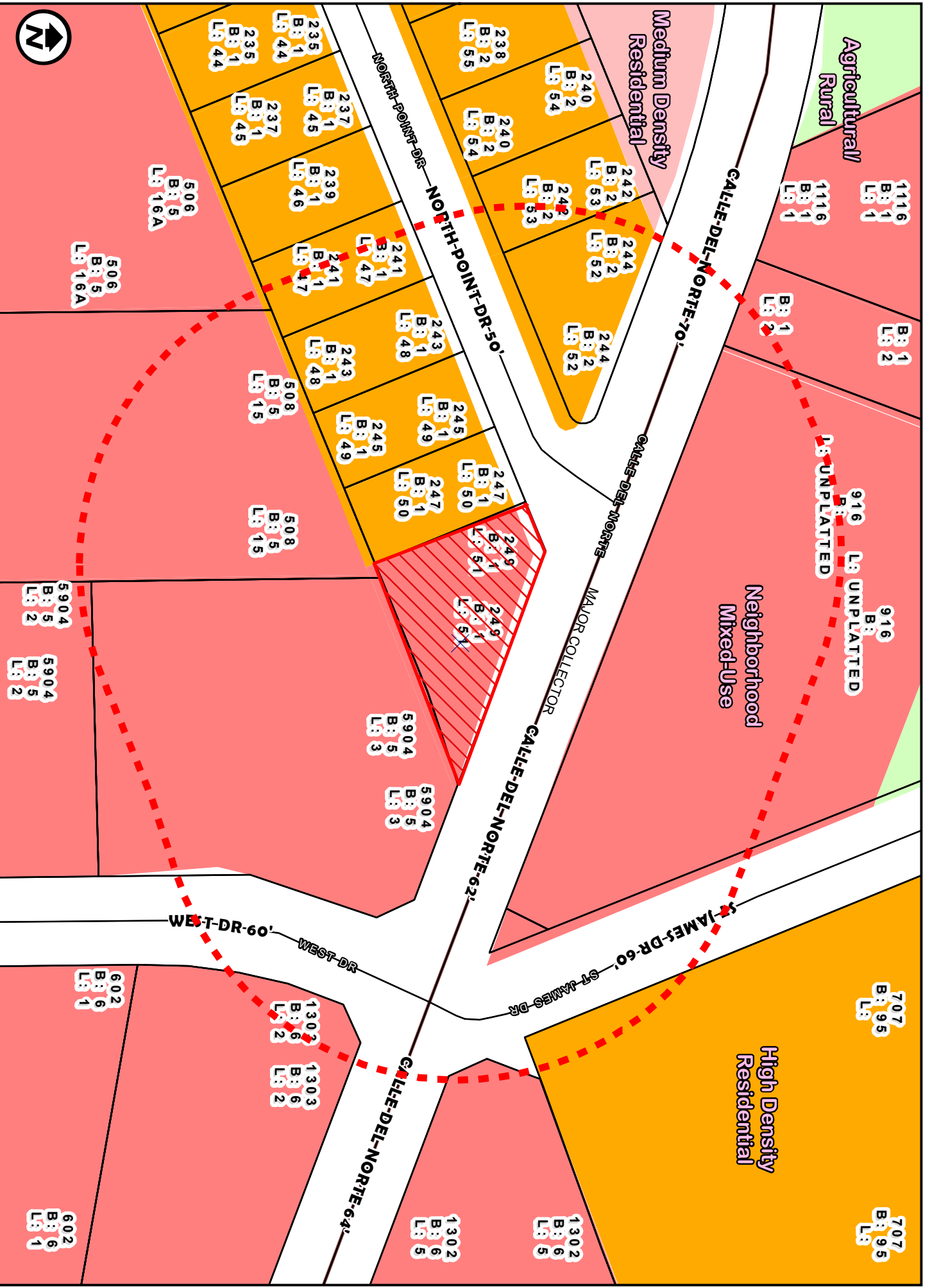


AERIAL MAP ZC-35-2020
 COUNCIL DISTRICT 5
 249 NORTHPOINT DR.

APPLICATION FOR
 RO (RESIDENTIAL/OFFICE DISTRICT)
 B1 (LIMITED BUSINESS DISTRICT)

6

2



FUTURE LANDUSE MAP ZC-35-2020
 COUNCIL DISTRICT 5
 249 NORTHPOINT DR.

APPLICATION FOR
 RO (RESIDENTIAL/OFFICE DISTRICT)
 B1 (LIMITED BUSINESS DISTRICT)

1 inch = 83 feet

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Juan J. Gomez, Jr., Parks Director

SUBJECT

2020-O-082 Ordinance authorizing the City Manager to amend the City of Laredo FY 2019-2020 Parkland Acquisition and Park Improvement Fund Budget to appropriate revenues and expenditures in the amount of \$312,492.00. Revenues are from park improvement fees and/or cash payment in lieu of land paid by the developers of Shiloh Highland, Antler Crossing, Stamford Height, Village South, The Loop, San Isidro Northeast, San Miguel at Plantation and Hidden Heaven subdivisions. The expenditures will be utilized as per Ordinance 2008-O-058 Section 24.56.2.E and amended Ordinance 2019-O-036 Section 24.56.2.C for park improvements.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Public Hearing and Introductory Ordinance was presented and approved by council on June 15, 2020.

BACKGROUND

The Parkland Dedication Ordinance allows under Section 24.56.2 C, for a landowner or developer responsible for land dedication under this section may, upon request, to meet the requirements of section 24.56.2 B in whole or in part by cash payment in lieu of land. The required cash payment must be calculated pursuant to Appendix A of the parkland ordinance. The funds provided may be utilized at an existing neighborhood park within the service area of the new neighborhood and has capacity to serve the new neighborhood

Section 24.56.2.E, In addition to the land dedication there shall be a Park Improvement Fee, as may be amended from time to time by City Council, to provide improvements to the park to the meet the standards for a neighborhood park to serve the service area in which such development is located. Park improvement fee is due at time of filing of the final plat and shall be calculated as per Appendix A.

Subdivisions:	
Shiloh Highland	\$12,446.21
Antler Crossing	\$81,262.48
Stamford Height	\$51,722.69
Village South	\$19,264.13
The Loop	\$40,044.33
San Isidro Northeast	\$88,652.10
San Miguel at Plantation	\$9,794.50

Hidden Heaven

\$9,305.84

COMMITTEE RECOMMENDATION

Item was presented and approved through our Parks Board on June 10, 2020.

STAFF RECOMMENDATION

Staff recommends the approval of the ordinance.

Fiscal Impact

Fiscal Year: 2019-2020

Budgeted Y/N?: N

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds to be appropriated as follows:

Revenues: 268-000-351-3030

Annual Appropriation Amount Increase

Amended Appropriation

\$0.00 \$312,492

\$312,492

Expenditures: 268-3181-555-9301

Annual Appropriation Amount Increase

Amended Appropriation

\$0.00 \$312,492

\$312,492

Attachments

2020-O-082 Ordinance

ORDINANCE 2020-O-082

AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY 2019-2020 PARKLAND ACQUISITION AND PARK IMPROVEMENT FUND BUDGET TO APPROPRIATE REVENUES AND EXPENDITURES IN THE AMOUNT OF \$312,492. REVENUES ARE FROM PARK IMPROVEMENT FEES AND/OR CASH PAYMENT IN LIEU OF LAND PAID BY THE DEVELOPERS OF SHILOH HIGHLAND, ANTLER CROSSING, STAMFORD HEIGHT, VILLAGE SOUTH, THE LOOP, SAN ISIDRO NORTHEAST, SAN MIGUEL AT PLANTATION AND HIDDEN HEAVEN SUBDIVISIONS. THE EXPENDITURES WILL BE UTILIZED AS PER ORDINANCE 2008-O-058 SECTION 24.56.2.E AND AMENDED ORDINANCE 2019-O-036 SECTION 24.56.2.C FOR PARK IMPROVEMENTS.

WHEREAS, the Parkland Acquisition and Parkland Improvement Fund budget for the fiscal year 2019 was adopted by the City of Laredo on December 3, 2007; and

WHEREAS, in order to provide the necessary funding for park improvements in the service area of the subdivisions from which fees were paid.

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

Section 1: The City Manager is authorized to amend the Parkland Acquisition and Parkland Improvement Fund FY 2019-2020 budget by appropriating revenues and expenditures in the amount of \$312,492.

Section 2: This ordinance shall take effect as and from the date of passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ,
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.,
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE,
ACTING CITY ATTORNEY

Final Reading of Ordinances 27.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Kristina L. Hale, Assistant City Manager

Staff Source: Kristina L. Hale, Assistant City Manager/ Acting City Attorney

SUBJECT

2020-O-085 An Ordinance of the City of Laredo, Texas, pursuant to Section 2.11 of the City Charter, amending the Public Health COVID-19 Emergency Ordinance by extending the Emergency Declaration of Local Disaster scheduled to expire on June 30, 2020, for an additional month, through August 31, 2020; providing for severability; and providing for an effective date.

PREVIOUS COUNCIL ACTION

.

BACKGROUND

.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of Ordinance

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Jeffrey Miller, Airport Director

SUBJECT

2020-R-117 Authorizing the City Manager to submit a grant application and if offered to execute a Grant Agreement with the Texas Department of Transportation – Aviation Division under the Routine Airport Maintenance Program in the amount of \$50,000.00 for the purpose of airside and landside maintenance at the Laredo International Airport and authorizing the City Manager to execute all necessary documents resulting from the award. The local match in the amount of \$50,000.00 for this project is available in the Airport Operations Fund. Total estimated project cost is \$100,000.00.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The RAMP Grant will be used to repair and maintenance of airport pavement marking paint and reflective beads, crack sealing, runway rubber removal, repair/replace passenger terminal parking lot signage, repair irrigation system, airfield electrical materials, airfield signs, fixtures, panels, windsocks, herbicide, repairs to security system or equipment.

The RAMP Grant will reimburse the Airport up to \$50,000 in eligible expenses. The local match is available in Airport Operation Fund.

The Ramp Grant period is from September 1, 2020 – August 31, 2021.

COMMITTEE RECOMMENDATION

This item was recommended for approval by the Airport Advisory Board on July 8, 2020.

STAFF RECOMMENDATION

Approval of ordinance.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial impact at this time

Attachments

Resolution

RESOLUTION NO. 2020-R-117

AUTHORIZE THE CITY MANAGER TO SUBMIT A GRANT APPLICATION AND IF OFFERED TO EXECUTE GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION – AVIATION DIVISION UNDER THE ROUTINE AIRPORT MAINTENANCE PROGRAM IN THE AMOUNT OF \$50,000 FOR THE PURPOSE OF AIRSIDE AND LANDSIDE MAINTENANCE AT THE LAREDO INTERNATIONAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RESULTING FROM THE AWARD. THE LOCAL MATCH IN THE AMOUNT OF \$50,000 FOR THIS PROJECT IS AVAILABLE IN THE AIRPORT OPERATIONS FUND. TOTAL ESTIMATED PROJECT COST IS \$100,000.

WHEREAS, the Airport Director recommends that the Mayor and City Council to authorize the City Manager to submit a grant application and if offered to execute Grant Agreement with the Texas Department of Transportation – Aviation Division under the Routine Airport Maintenance Program in the amount of \$50,000 for the purpose of airside and landside maintenance at the Laredo International Airport and authorizing the City Manager to execute all necessary documents resulting from the award. The local match in the amount of \$50,000 for this project is available in the Airport Operations Fund. Total estimated project cost is \$100,000;

WHEREAS, the Airport Advisory Board finds the said grant agreement is in the best interest of the Airport and recommends that the Mayor and City Council approve the grant agreement; and

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director and of the Airport Advisory Board agrees with same.

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

Section 1: The Mayor and City Council be hereby authorize the City Manager to submit a grant application and if offered to execute Grant Agreement with the Texas Department of Transportation – Aviation Division under the Routine Airport Maintenance Program in the amount of \$50,000 for the purpose of airside and landside maintenance at the Laredo International Airport and authorizing the City Manager to execute all necessary documents resulting from the award. The local

match in the amount of \$50,000 for this project is available in the Airport Operations Fund. Total estimated project cost is \$100,000.

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 _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

BY: _____
JOSA A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: Riazul Mia, P.E., Assistant City Manager

Staff Source: Arturo Garcia, Building Development Services Director

SUBJECT

2020-R-095 Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Mukul Ahmed for a proposed project located at 1719 Lincoln Street, Lot 1, Block 156, Western Division that consists of rehabilitation, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$82,940.00, estimated annual tax abatement total of \$525.84 and estimated total fee waivers of \$1,188.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information. The application has been certified under the expedited building permit fee waiver process and is being provided for final consideration and approval by City Council.

PREVIOUS COUNCIL ACTION

On March 18, 2013, City Council established Neighborhood Empowerment program and Zone ONE (1), through resolution 2013-R-023.

BACKGROUND

The City of Laredo created the NEZ Program to stimulate investment by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

Mukul Ahmed has proposed a new project located at 1719 Lincoln Street . The project will be rehabilitation of a commercial on the property. The estimated capital investment of the project is \$82,94.00. The project is located within the NEZ ONE (1) and meets the zoning requirements as established by the NEZ criteria. This project is located within City Council District VIII

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and

street cut), Water Permit, Sprinkler System Fees.

The applicant has applied for an expedited process and has processed the application and is pending final approval by City Council.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The project has an estimated capital investment total of \$82,940.00, estimated annual tax abatement total of \$525.84 and estimated total fee waivers of \$1,188.00.

Attachments

application
deed
cost estimate
construction plans
supporting documents
commercial fee value determination
resolution



CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM



PROJECT CERTIFICATION APPLICATION

Application Checklist – please submit the following documentation

- A completed application form
- Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is \$100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a \$150.00 minimum and not to exceed \$1,000.00; for residential **tax abatement** applications: \$100.00 per house.
- Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application**)
- A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- A detailed line item budget showing the cost breakdown for the project
- Appraisal Card from Webb County Appraisal District

The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney’s Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

NO

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

NO

NO

Answering in the affirmative to any of the questions above will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics.

Applicant's Signature: [Signature] Date: 5-16-20

WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.



II. Applicant/Agent Information

1. Applicant: HALIMA KHATUN AHMED
2. Contact Person: MUKUL AHMED
3. Address: 605 MINUTEMEN DR. LAREDO TX. 78046
Street City State Zip
4. Phone Number: 956-334-5049
5. Fax No.: _____
6. E-Mail: 786 MUKUL AHMED @ GMAIL.COM
7. Agent (if any): _____

8. Address: 1717 E Lincoln St or 1719 E Lincoln St
 Street City State Zip

9. Phone No.: need phone number

10. Fax No.: _____

11. E-Mail: need email address

deed says 1719 Lincoln St

PROJECT ELIGIBILITY

1. Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.	Base Year Valuation	Tax Year
1717 LINCOLN ST.	78040	WD	1	156	112,100.00	2019

2. For each property listed in Table 1, please check the boxes below to indicate if:

- There are taxes past due or:
- There are City liens; or
- You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

Table 2 Property Taxes and Liens

Address	Property Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolition Liens	Paving Liens	Order of Demolition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. Does the proposed project conform to the City of Laredo zoning? Yes No

If no, what steps are being taken to ensure compliance?

4. Project Type:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Community Facilities	<input type="checkbox"/> Mixed-Use
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- Owner Occupied
- Rental Property

5. Please describe the proposed residential or commercial project and provide 11 x 17 drawing: _____

NEED DESCRIPTION

6. If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed: GROCERY STORE

see revised

7. Is this new construction or rehabilitation project? New Construction Rehabilitation

8. How much is the total development cost of your project? 48,800.00

need actual not +/-

9. Will the eligible rehabilitation work equal to at least 25% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs? Yes No

- Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 25% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. How much is the total square footage of your project? +/- 2000 sq. ft.

11. For a single family homeownership, mixed-use, or multi-family development project, please fill out the number of residential units.

Table 3 Number of Residential Units

Number of Unites	Percentage
N/A	

12. For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.

Commercial	Industrial	Community Facilities
+/- 2000 SqF		

see revised

13. What is your Capital Investment***for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).

Table 4 Itemized Budget of the Project

Item	Amount	Notes
ELECTRICAL	15,350.00	OSCAR ESCAMILLA LIC#13362
PLUMBER	5,200.00	BONIFACIO ESCOBEDO LIC# 39033
CONCRETE SLAB	5,900.00	MATERIAL + LABOR
PAINTING	1,800.00	INTERIOR & EXTERIOR
TOTAL		

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. For a mixed-use project, please indicate the percentage of all uses in the project in the following table.

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
N/A		
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

- 5 years
- More than 5 years
- Apartments
- Residential Owner Occupied
- Residential Rental Property
- Commercial

Development Fee Waivers

Select all that applies

- All building permit related fees (including Plans Review and Inspection)
- Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
- Zoning application fee
- Board of Adjustment Application Fee
- Demolition Fee
- Structure Moving Fee
- Street Utility Easement vacation application fee

cleared by Dora Maldonado

Impact Fee Waivers

- Water (Meter Size _____) (No. of meters _____)
- Transportation

IV. Release of City Liens

Are there any outstanding city liens pending

- Weed Liens
- Paving Liens
- Board up-open structure Liens
- Demolition Liens
- NONE
- I do not know

V. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers, including those waived under the expedited fee waiver process, and other incentives shall not be deemed an approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible for obtaining required permits and inspections from the City and in ensuring that the project is located in the correct zoning district. If denied by City Council I understand that I am responsible for all fees previously waived.

City Council retains sole authority to approve or deny any tax abatement agreement, permit fees waivers, and all applications certified under the expedited Building Permit fee waiver

HALIMA KHATUN AHMED *[Signature]* 5/16/20
 PRINTED OR TYPED NAME AUTHORIZED SIGNATURE DATE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB

§

§

A SINGLE PERSON

That ANGELA ORTIZ ("Grantor", whether one or more) for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee herein of that one certain promissory note of even date herewith in the original principal sum of ONE HUNDRED ONE THOUSAND AND NO/100THS DOLLARS (\$101,000.00) said note being made payable to Grantor (the "Note") and the payment of which Note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to SIGIFREDO PEREZ, III, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto MUKUL AHMED ("Grantee", whether one or more), whose mailing address is 1719 Lincoln, Laredo, Texas 78040, subject to the matters, reservations from and exceptions to conveyance and warranty hereinafter made, all of the following described real property, situated in Webb County, Texas, to-wit (the "Property"):

T

B

Situated in Webb County, Texas, and being Lot Number ONE (1), in Block Number ONE HUNDRED FIFTY-SIX (156), situated in the WESTERN DIVISION of the City of Laredo as per Original Map of said City.

This conveyance is made and accepted subject to the following matters, reservations from, and

exceptions to conveyance and warranty:

1. Any and all easements, rights of way, and prescriptive rights, whether of record or not; rights of adjoining owners in any fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments, or protrusions or any overlapping of improvements; all presently recorded restrictions, reservations, set back lines, plats, easements, covenants, conditions, oil and gas leases, mineral severances, royalty interests, and other instruments that are still in force and effect and affect the Property, and all building and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that such matters are still in effect, relating to the herein above described Property.

2. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OR ANY IMPROVEMENTS THEREON (OTHER THAN WARRANTY OF TITLE AS EXPRESSLY PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY AND ANY IMPROVEMENTS COMPRISING A PORTION THEREOF ARE CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND (ORAL, EXPRESSLY PROVIDED OR LIMITED), CONCERNING THE PROPERTY AND ANY IMPROVEMENTS COMPRISING A PORTION THEREOF, INCLUDING WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS AND (iii) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. GRANTOR HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO THOSE PERTAINING TO THE USE, HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, HAZARDOUS SUBSTANCES, PETROLEUM PRODUCT STORAGE TANKS OR ASBESTOS. THE PROVISIONS CONTAINED IN THIS PARAGRAPH SHALL SURVIVE DELIVERY OF THE DEED. GRANTEE

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ACCEPTS THE PROPERTY "AS IS", "WHERE IS," AND WITH ALL FAULTS, WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND WITH NO LIABILITY AS A RESULT OF THIS TRANSACTION. GRANTEE HAS MADE ITS OWN INDEPENDENT INSPECTION OF ALL ASPECTS OF THE PROPERTY AND SHALL HAVE NO RECOURSE WHATSOEVER AGAINST GRANTOR IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT. THIS WARRANTY DISCLAIMER SHALL NOT DIMINISH ANY WARRANTIES OF TITLE MADE BY GRANTOR IN THIS DEED.

- 3. All taxes assessed against the Property is assumed by Grantee. Any increase in taxes or assessments for the year of closing or prior years by reason of tax readjustment due to change in land usage, ownership, or any other reason, shall be paid by Grantee.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto the said Grantees, their heirs, successors and assigns forever; and, except as to the reservations from and exceptions to conveyance and warranty, Grantor hereby binds himself and, his heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly that the Vendor's Lien, as well as the superior title in and to the above described Property is retained against the Property, premises and improvements, until the above described notes, and all interest thereon, are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this NOVEMBER 03, 2004.

GRANTOR:

Angela Ortiz
ANGELA ORTIZ

\\Kmpserver\documents\455 001\docs\WARRANT.wpd

856776

Recorded
NOV. 09, 2004 AT 02:21PM

STATE OF Virginia §

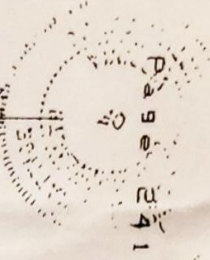
COUNTY OF Fairfax §

Signed: [Signature]

BY DEPUTY -
MARGIE R. IBARRA
COUNTY CLERK

This instrument was acknowledged before me on this 16th day of October, 2004, by ANGELA ORTIZ. Fee \$20.00

Sonali A Kattige
Notary Public, State of ~~Texas~~
Virginia



VOLUME 1714

Page 1

Bangle groceries remodeling
Cost breakdown



1. Concrete slab \$5,900.00 material and labor
2. Wall demolition and beams \$3,800.00 material and labor
3. Electrical \$15,350.00 material and labor
4. Plumbing \$5,200.00 material and labor (exception Grease trap)
5. Painting of interior and exterior walls \$1,800.00 labor
6. Closing existing door and opening up new double door \$1,800.00 labor
7. Suspended ceiling \$6,900.00 material and labor
8. Mini split installation and purchase 5 ton brand is Mitsubishi \$6,200.00 material and labor
9. Exterior restroom \$2,800.00 material and labor
10. Walk in cooler \$ 25,680.00
11. Roof repairs \$8,460.00

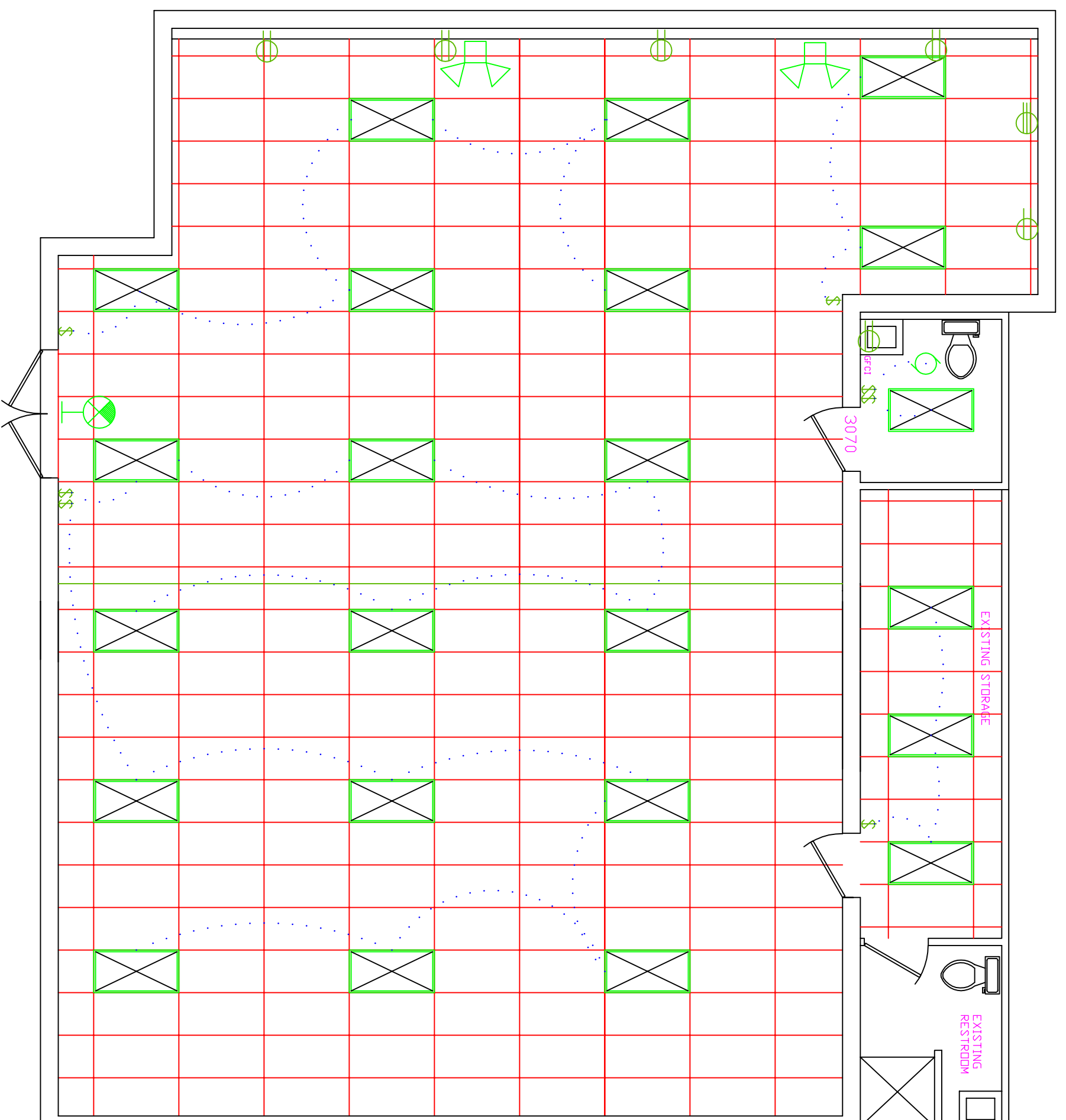
Total: \$82,940.00

Electrical

Oscar Escamilla
DVA Escamilla construelek
(956)20-3912/ 3913 Feather Ct.
Laredo Tx.78043

Plumber

Bonifacio Escobedo
5522 Marble Falls
Laredo Tx. (956)635-6442
RMP #39033



LIGHTING LEGEND

- ⊖ Duplex receptacle - 20A, 125V, w/ ISOLATED GROUND, HUBBELL IG 5362, RUN A SEPARATE GREEN INSULATED #12 COPPER WIRE TO PANEL A GROUND.
- ⊖ WALL MOUNTED BATTERY UNIT WITH DUAL HEADS LITHONIA 6ELMP-SSB-(2)H1206.
- ⊖ INDICATES LED TYPE EXIT LIGHT WITH BATTERY BACK-UP LITHONIA LOMSWR120/277-3L DR LOMSWR120/277EL
- ⊖ 2' x 4' x 4-1/2" DEEP LAY-IN CEILING FIXTURE W/AGRYLIC DIFFUSER, STEEL DODR, ELECTRONIC BALLAST & 4 F32T8/SP35/RS LAMPS, EQUAL TO LITHONIA 2SPG432A12125-120-EB1/4-GWF
- ⊖ CEILING VENT - 120 V-WIRED TO LOCAL LIGHTING CIRCUIT
- ⊖ RECESSED DOWNLIGHT HALO 65 W
- ⊖ 20A SINGLE POLE SWITCH MOUNTED @ 43" HUBBELL #1221
- ⊖ 3-INDICATES THREE WAY SWITCH-HUBBELL #1223
- ⊖ TELEPHONE OUTLET @ 18" UNLESS OTHERWISE NOTED

NOTE:
2X4 LAY-IN ACUSTICAL CEILING @ 9'-6" AFF.

1 REFLECTED CEILING PLAN + LIGHTING PLAN
SCALE 3/16"=1'-0"

PANEL B		200A,120/208V,1phase,3W	
LOCATION: SERVICE AREA	MAIN LUGS	MOUNTING SURFACE	REMARK: ISOLATED GROUND BUS
KVA	USE	POLES AMP CKT	POLES
1.45	SIDE WALL OUTLETS	1 20 1	2 20 1
1.45	RECEPTION LIGHTS	1 20 3	4 20 1
1.45	RECEPTION LIGHTS-1	1 20 5	6 20 1
1.45	RECEPTION LIGHTS-2	1 20 7	8 30 2
1.8	WATER HEATER	2 30 9	10 30 2
1.8	WATER HEATER	2 30 11	12 30 2
1.8	A/C MINI-SPLIT-1	2 30 13	14 30 2
1.8	A/C MINI-SPLIT-1	2 30 15	16 30 2
1.8	A/C MINI-SPLIT-2	2 30 17	18 30 2
1.8	A/C MINI-SPLIT-2	2 30 19	20 30 2
		21	22 30 2
		23	24
		25	26
		27	28

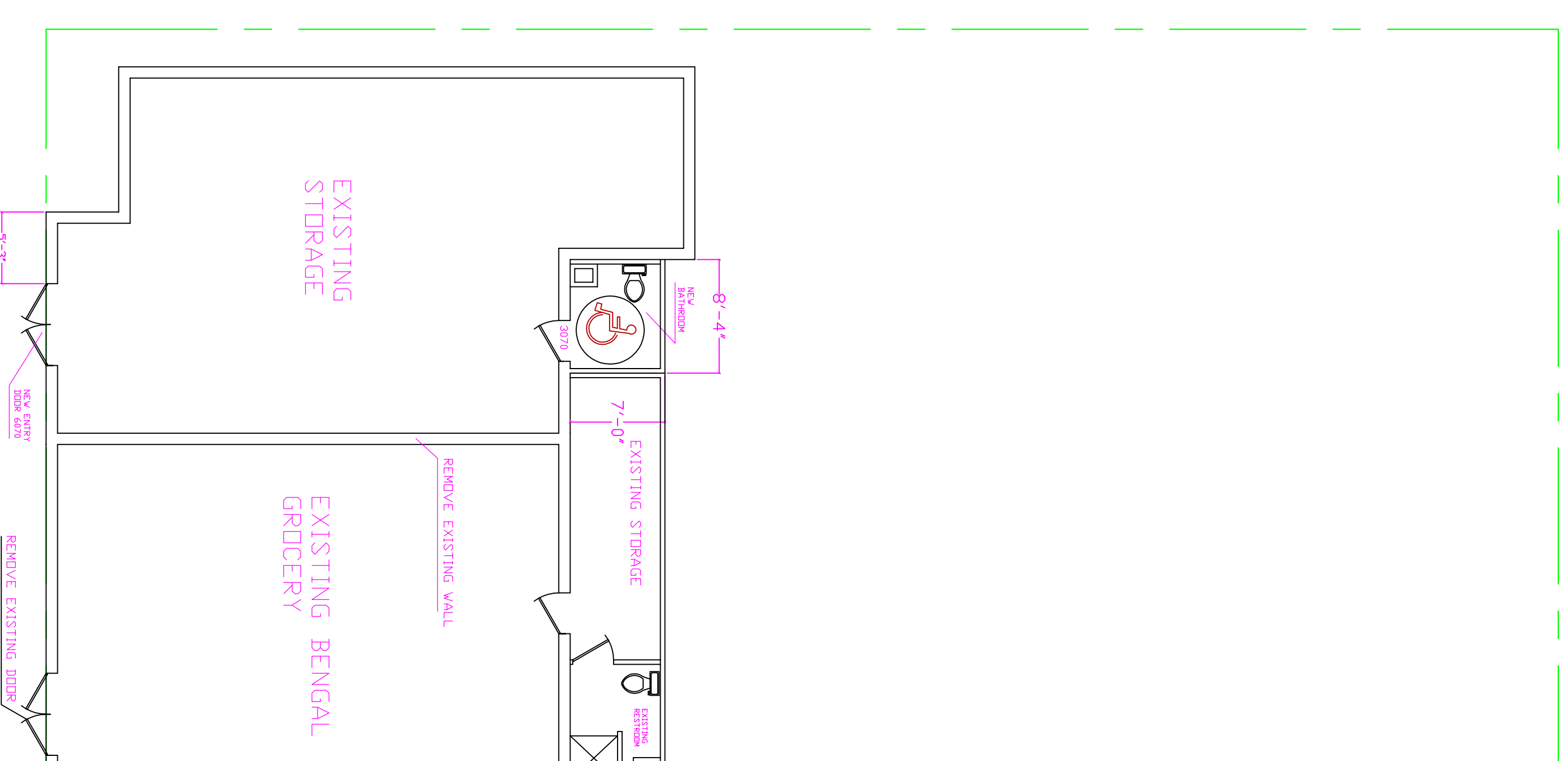
GROUND BUS
ISOLATED GROUND BUS

POWER COMPANY METERING

EXISTING METER

ONE LINE ELECTRICAL DIAGRAM

ND SCALE



1 SITE PLAN
SCALE 1/8"=1'-0"
177 LINCOLN LOT 1 BLOCK 156 WD

DRAWN: AG
DATE: 4-12-2020

PROJECT: BENGAL GROCERY
177 LINCOLN LOT 1 BLOCK 156 WD
EXTEND GROCERY

BENGAL GROCERY
(956) 782-1051
LAREDDO TX

Webb CAD

Property Search > 160887 AHMED HALIMA K for Year 2020 Tax Year:

Property

Account

Property ID:	160887	Legal Description:	LOT 1 BLK 156 WD
Geographic ID:	104-00156-010	Zoning:	R-3
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1717 LINCOLN ST LAREDO, TX 78040	Mapsco:	COM
Neighborhood:	COMM. PROP. IN QUAD1 / D-COM P-COM	Map ID:	83
Neighborhood CD:	CDQ1		

Owner

Name:	AHMED HALIMA K	Owner ID:	10086634
Mailing Address:	605 MINUTEMEN DR LAREDO, TX 78046-5126	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$88,210	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$25,060	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$113,270	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$113,270	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$113,270	

Taxing Jurisdiction

Owner: AHMED HALIMA K
 % Ownership: 100.0000000000%
 Total Value: \$113,270

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C1	CITY OF LAREDO	0.634000	\$113,270	\$113,270	\$718.13
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	\$113,270	\$113,270	\$0.00

G3	WEBB COUNTY	0.412000	\$113,270	\$113,270	\$466.68
J2	LAREDO COLLEGE	0.328643	\$113,270	\$113,270	\$372.25
S1	LAREDO ISD	1.396500	\$113,270	\$113,270	\$1,581.82
Total Tax Rate:		2.771143			
				Taxes w/Current Exemptions:	\$3,138.88
				Taxes w/o Exemptions:	\$3,138.87

Improvement / Building

Improvement #1:	COMMERCIAL	State Code:	F1	Living Area:	2044.0 sqft	Value: \$39,660
------------------------	------------	--------------------	----	---------------------	-------------	------------------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CS	Convenience Store	CSCL	Stucco	1799	2044.0
OP_C	OPEN PORCH COM	*		1799	66.0
CAN	CANOPY	CAN		1799	60.0
CAN	CANOPY	CAN		1799	180.0
SR	DETACHED STORAGE ROOM	SR		1799	48.0
OP_C	OPEN PORCH COM	*		1799	24.0

Improvement #2:	RESIDENTIAL	State Code:	A1	Living Area:	680.0 sqft	Value: \$19,970
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	LOW	Stucco	1799	680.0
CP	ADD ON CARPORT	CP		1799	400.0
A/C	CENTRAL AIR/HEAT	A/C		1799	680.0

Improvement #3:	RESIDENTIAL	State Code:	A1	Living Area:	740.0 sqft	Value: \$28,580
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	LOW	Stucco	1991	740.0
OP	OPEN PORCH	LOW		1991	108.0
SR	DETACHED STORAGE ROOM	SR		1991	24.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	W_REG3	WESTERN DIVISION	0.1417	6173.00	55.50	111.10	\$25,060	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	\$88,210	\$25,060	0	113,270	\$0	\$113,270
2019	\$89,130	\$25,060	0	114,190	\$0	\$114,190
2018	\$87,040	\$25,060	0	112,100	\$0	\$112,100
2017	\$67,890	\$31,110	0	99,000	\$0	\$99,000
2016	\$64,400	\$31,110	0	95,510	\$0	\$95,510
2015	\$63,950	\$31,110	0	95,060	\$0	\$95,060
2014	\$63,590	\$31,110	0	94,700	\$0	\$94,700
2013	\$51,060	\$31,110	0	82,170	\$0	\$82,170
2012	\$51,060	\$31,110	0	82,170	\$0	\$82,170

2011 \$50,740 \$31,110 0 81,850 \$0 \$81,850

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/3/2007	DD	DIVORCE DECREE	AHMED MUKUL	AHMED HALIMA K	2473	376	984309
2	11/3/2004	WDVL	WARRANTY DEED/VENDER LIEN	ORTIZ ANGELA	AHMED MUKUL	1714	238-41	856776
3	12/10/2002	CS	CONTRACT OF SALE	ORTIZ ANGELA	ORTIZ ANGELA	1316	696	782428

Tax Due

Property Tax Information as of 05/20/2020

Amount Due if Paid on:  ↓

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

Valuation		\$82,940.00
Square Footage		2000
Building Type		V-B
Uses		Residential, one & two family (less than \$85,000)
Multiplier		57.6
Table Value	\$	116,000.00
Value used for Calculation		\$116,000.00
Naviline Code		R3-5B
PL Fee	\$	196.00
BL Fee	\$	392.00
Total	\$	588.00

BUILDING PERMIT FEE	\$588.00
MECHANICAL ESTIMATED PERMIT FEE	\$200.00
PLUMBING PERMIT FEE	\$200.00
ELECTRICAL ESTIMATED PERMIT FEE	\$200.00
TOTAL ESTIMATED PERMIT FEE	\$1,188.00

FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
57.6	R3-5B

TYPE I - This concrete and steel structure, called fire resistive when first built at the turn of the century, is supposed to confine a fire by its construction. This type of construction in which the building elements listed in IBC Table 601 is of noncombustible materials such as concrete and steel. The roof is also of noncombustible material such as concrete or steel.

TYPE II - This type building has steel or concrete walls, floors and structural framework similar to a type I construction however; the roof covering material is combustible. The roof covering of a type II building can be a layer of asphalt water proofing, with a combustible felt paper covering. Another layer of asphalt may be mopped over the felt paper.

TYPE III - This type of constructed building is also called a brick and joist structure by some. It has masonry bearing walls but the floors, structural framework and roof are made of wood or other combustible material. For example; a concrete block building with wood roof and floor trusses. Fire-retardant-treated wood framing complying with IBC Sec. 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

TYPE IV - These buildings have masonry walls like Type III buildings but the interior wood consists of heavy timbers. In a heavy-timber building a wood column cannot be less than eight inches thick in any dimension and a wood girder cannot be less than six inches thick. The floor and roof are plank board. One difference between a heavy timber type IV building and type III construction is that a heavy-timber type IV building does not have plaster walls and ceilings covering the interior wood framework. The details of type IV construction shall comply with the provisions of 602.4.1 through 602.4.7. Fire-retardant-treated wood framing complying with IBC Section 2303.2 shall be permitted within exterior wall assemblies with a 2-hour rating or less.

TYPE V - Wood-frame construction is the most combustible of the five building types. The interior framing and exterior walls may be wood. A wood-frame building is the only one of the five types of construction that has combustible exterior walls. This is the typical single-family home construction method. These buildings are built with 2x4 or 2x6 studs and load bearing walls, wood floor trusses or wood floor joist and wood roof framing.

Protected "A" means that all structural members of a building or structure has additional fire rated coating or cover by means of sheetrock, spray on, or other approved method. This additional fire rated coating or cover extends the fire resistance rating of structural members at least 1 hour.

Un-protected "B" means that all structural members of a building or structure have no additional fire rated coating or cover.

RESOLUTION NO. 2020-R-095

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND MUKUL AHMED FOR A PROPOSED PROJECT LOCATED AT 1719 LINCOLN STREET, LOT 1, BLOCK 156, WESTERN DIVISION THAT CONSISTS OF REHABILITATION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$82,940.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$525.84 AND ESTIMATED TOTAL FEE WAIVERS OF \$1,188.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, Mukul Ahmed is proposing a project located at 1719 Lincoln Street, Lot 1, Block 156, Western Division, located within the NEZ ONE (1), that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 1719 Lincoln Street is hereby approved for fee waivers which will approximately total \$1,188.00 and tax abatement which will approximately total \$525.84 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2020.

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

JOSE A. VALDEZ, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: KRISTINA LAUREL HALE
CITY ATTORNEY

**TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between Mukul Ahmed, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the “Neighborhood Empowerment Zone,” has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, Mukul Ahmed is the owner of the land located within said Neighborhood Empowerment Zone and described as 1719 Lincoln Street , (“Property”) which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and Mukul Ahmed have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of ten (10) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

Mukul Ahmed shall cause to be rehabilitation a new project located at 1719 Lincoln Street, Lot 1, Block 156, Western Division, that consists of a rehabilitation with an estimated value of at least \$82,940.00. Mukul Ahmed agrees to limit the use of the property described herein for said commercial development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

Mukul Ahmed certifies that the commercial project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Mukul Ahmed’s reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

Mukul Ahmed covenants that the project shall be rehabilitation in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a commercial development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to Mukul Ahmed a real property tax abatement of City of Laredo imposed taxes on the Property for a period of ten (10) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately **\$5,258.40**. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is \$113,270.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately **\$1,188.00**.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Mukul Ahmed the City shall have and Mukul Ahmed shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. Mukul Ahmed shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

Mukul Ahmed shall certify annually to the City that it is in compliance with each applicable terms of this Agreement. The City shall have the right to audit the Property. Mukul Ahmed shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

Mukul Ahmed shall be in default of this Agreement if Mukul Ahmed for any reason fails to substantially comply with the development of the property, discontinues the commercial development operations as required by the terms of this Agreement, or if any representation made by Mukul Ahmed is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to Mukul Ahmed. If the City terminates this Agreement as a result of default by Mukul Ahmed, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Mukul Ahmed, and Mukul Ahmed hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if Mukul

Ahmed fails to timely pay the bill. Nothing in this Agreement shall preclude Mukul Ahmed from disputing the bill.

VII. TERMINATION AT WILL

If the City and Mukul Ahmed mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and Mukul Ahmed may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and Mukul Ahmed and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2020, by City of Laredo.

BY: _____

Robert A. Eads, City Manager

ATTEST:

Jose A. Valdez, Jr

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

Executed this the day of _____, 2020, by Mukul Ahmed

BY: _____

BY: _____

Name: Mukul Ahmed

Name: _____

Title: Property Owner

Title: _____

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: ARTURO GARCIA, BUILDING DEVELOPMENT SERVICES DIRECTOR

SUBJECT

2020-R-096 Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Gage & Ortega Properties, LTD for a proposed project located at 2201 Laredo Street , lot 1 and lot 2, block 1278, eastern division that consists of a commercial building, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$449,004.90, estimated annual tax abatement total of \$2,846.76 and estimated total fee waivers of \$4,760.50. Guidelines and criteria for the agreement are set forth in the attached agreement and information. The application has been certified under the expedited building permit fee waiver process and is being provided for final consideration and approval by City Council.

PREVIOUS COUNCIL ACTION

On March 18, 2013, City Council approved, establishing Neighborhood Empowerment Zone ONE, through resolution 2013-R-023.

BACKGROUND

The City of Laredo created the NEZ Program to encourage private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

Gage & Ortega Properties, LTD. has proposed a new project located at 2201 Laredo Street . The project will be NEW CONSTRUCTION - commercial building on the property. The estimated capital investment of the project is \$449,004.90. The project is located within the NEZ One (1) and meets the zoning requirements as established by the NEZ criteria. This project is located within City Council District III

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

The applicant has applied for an expedited process and has processed the application.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The project has an estimated capital investment total of \$449,004.90, estimated annual tax abatement total of \$2,846.76 and estimated total fee waivers of \$4,760.50.

Attachments

APPLICATION

DEED

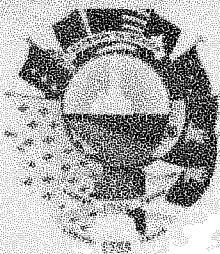
COST ESTIMATE

CONSTRUCTION PLANS

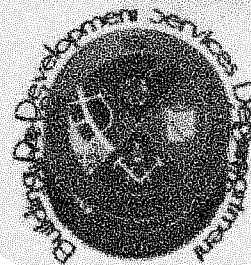
SUPPORTING DOCUMENTS

VAULE DETERMINATION

resolution



CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM



PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- A completed application form
- Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is \$100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a \$150.00 minimum and not to exceed \$1,000.00; for residential **tax abatement** applications: \$100.00 per house.
- Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application**)
- A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- A detailed line item budget showing the cost breakdown for the project
- Appraisal Card from Webb County Appraisal District

The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney's Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

Answering in the affirmative to any of the questions above will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics.

Applicant's Signature

Atteya

Date:

6/3/2020

WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. Applicant: Gage Ortega Properties, LTD
2. Contact Person: Fernando Ortega
3. Address: 6010 McPherson Rd. Ste D2 Laredo, TX 78041
Street City State Zip
4. Phone Number: (956) 723-1065
5. Fax No.: (956) 723-1064
6. E-Mail: fernandoortega2@gmail.com
7. Agent (if any): _____

8. Address:

Street City State Zip

9. Phone No.:

10. Fax No.:

11. E-Mail:

PROJECT ELIGIBILITY

1. Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.	Base Year Valuation	Tax Year
2201 Laredo St.	78043	Guadalupe/D-Com 1 & 2		1278	\$103,780	2020

2. For each property listed in Table 1, please check the boxes below to indicate if:

- There are taxes past due or:
- There are City liens; or
- You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

Table 2 Property Taxes and Liens

Address	Proper ty Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolit ion Liens	Paving Liens	Order of Demol ition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. Does the proposed project conform to the City of Laredo zoning? Yes No

If no, what steps are being taken to ensure compliance?

4. Project Type:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Community Facilities	<input type="checkbox"/> Mixed-Use
------------------	--	---------------------------------------	--	-------------------------------------	---	------------------------------------

- Owner Occupied
 Rental Property

5. Please describe the proposed residential or commercial project and provide 11 x 17 drawing: _____

Commercial Building

6. If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed: Retail Store

7. Is this new construction or rehabilitation project? New Construction Rehabilitation

8. How much is the total development cost of your project? \$449,004.90

9. Will the eligible rehabilitation work equal to at least 25% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs? Yes No

- Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 25% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. How much is the total square footage of your project? 6,736 sq. ft.

11. For a single family homeownership, mixed-use, or multi-family development project, please fill out the number of residential units.

Table 3 Number of Residential Units

Number of Unites	Percentage

12. For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.

Commercial	Industrial	Community Facilities
6,736		

13. What is your Capital Investment***for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).

Table 4 Itemized Budget of the Project

Item	Amount	Notes
		See Attached
TOTAL		

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. For a mixed-use project, please indicate the percentage of all uses in the project in the following table.

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

- 5 years
- Residential Owner Occupied
- More than 5 years
- Residential Rental Property
- Apartments
- Commercial

Development Fee Waivers

Select all that applies

- All building permit related fees (including Plans Review and Inspection)
- Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
- Zoning application fee
- Board of Adjustment Application Fee
- Demolition Fee
- Structure Moving Fee
- Street Utility Easement vacation application fee

Impact Fee Waivers

- Water (Meter Size _____) (No. of meters _____)
- Transportation

IV. Release of City Liens

Are there any outstanding city liens pending

- Weed Liens
- Paving Liens
- Board up-open structure Liens
- Demolition Liens
- NONE
- I do not know

V. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers, including those waived under the expedited fee waiver process, and other incentives shall not be deemed an approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible for obtaining required permits and inspections from the City and in ensuring that the project is located in the correct zoning district. If denied by City Council I understand that I am responsible for all fees previously waived.

City Council retains sole authority to approve or deny any tax abatement agreement, permit fees waivers, and all applications certified under the expedited Building Permit fee waiver

Fernanda Ortega



6/3/2020

PRINTED OR TYPED NAME

AUTHORIZED SIGNATURE

DATE

Member.

Please email your application to:
Roland H. Lozano, Jr. at rlozano1@ci.laredo.tx.us
Building Development Services Department
 1120 San Bernardo, Laredo, Texas 78040
 P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at www.cityoflaredo.com/building

For Office Use Only

Application No. _____ In which NEZ? _____ Council District _____

Application Completed Date: _____ Conform with Zoning? Yes No

Type: Single Family Multi-Family Commercial Industrial
 Community Facilities Mixed Use

Construction Completion Date: before NEZ after NEZ

Ownership/Site Control Yes No

WEBCAD Account No. _____ Consistent with the NEZ plan? Yes No

Minimum Capital Investment? Yes No

Rehabilitation at or higher than 25%? Yes No Meet Mixed-Use Definition Yes No

Tax current on this property? Yes No City liens on this property? Yes No

Tax Current on other properties Yes No City liens other properties? Yes No

This Property

Other Properties

Weed Liens Yes No Yes No

Board-up/open structure liens Yes No Yes No

Demolition liens Yes No Yes No

Paving liens Yes No Yes No

Order of Demolition Yes No Yes No

Certified? Yes No

Date certification issued? _____

If not certified, reason _____

Referred to: _____

Received by _____

PROJECT CERTIFICATION APPLICATION

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- Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is \$100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a \$150.00 minimum and not to exceed \$1,000.00; for residential **tax abatement** applications: \$100.00 per house.
- Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application**)
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Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

- Are you aware of any fact(s) with regard to this application that would raise a "conflict of interest" issue under Section 2.01 of the City Ethics Code for any city official or employee. If so, please explain.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF WEBB §

KNOW ALL MEN BY THESE PRESENTS:

That CDP VENTURES, INC., a Texas corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100ths (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto GAGE & ORTEGA PROPERTIES, LTD., a Texas limited partnership ("Grantee"), whose mailing address is 5010 McPherson Rd., Suite D-2, Laredo, Texas 78041, the following described real property (the "Property") in Webb County, Texas, to-wit:

Lots No. 1 and 2, Block No. 1278, situated in the Eastern Division of the City of Laredo, Webb County, Texas according to the original map or plat of the city.

This conveyance is made and accepted subject to the following:

1. Any visible and apparent roadways or easements.
2. Zoning Ordinance of the City of Laredo effective September 1, 1982 and all amendments thereto.
3. Ad valorem taxes due on the Property after the date of this conveyance.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its successors and assigns, against every person, whomsoever lawfully claiming or to claim the same or any part thereof, except as to the matters to which this conveyance is expressly made subject.

EXECUTED on the 22 day of March, 2018.

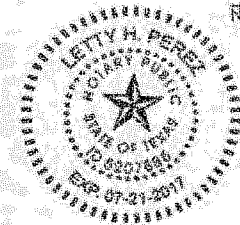
CDP VENTURES, INC.


By: CARLOS DIAZ, President

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 22 day of March, 2018 by CARLOS DIAZ, President of CDP VENTURES, INC., a Texas corporation, on behalf of said corporation.


Notary Public in and for the State of Texas



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CORRECTION
WARRANTY DEED WITH VENDOR'S LIEN**

Date: MARCH 22, 2016 but effective as of March 01, 2013

Grantor: AGUSTIN MALDONADO, JR., AS TRUSTEE OF THE AGUSTIN MALDONADO, JR., REVOCABLE TRUST and AS TRUSTEE OF THE TESTAMENTARY TRUST CREATED IN THE LAST WILL AND TESTAMENT OF ESTHER G. MALDONADO

Grantor's Mailing Address:

P.O. Box 3165, Laredo, Webb County, Texas 78044-3165

Grantee: CDP VENTURES, INC.

Grantee's Mailing Address:

709 Alta Vista Drive, Suite 106, Laredo, Webb County, Texas 78041

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TEN AND NO/100 DOLLARS (\$10.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to AGUSTIN MALDONADO, JR., trustee.

Property (including any improvements):

Situated in Webb County, Texas and being the following described property: Lots One (1) and Two (2) of Block Twelve Hundred Seventy-Eight (1278), Eastern Division, City of Laredo, Webb County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

This deed is made as a correction deed in substitution of the deed titled Warranty Deed with Vendor's Lien ("Corrected Deed") dated March 01, 2013 and recorded in Volume 3434, page 374-376 of the Official Public Records of Webb County, Texas, to correct the following incorrect information: the name of the Grantor was shown as Agustin Maldonado, Jr., as Trustee of the Agustin Maldonado, Jr., Revocable Trust when the Grantor was in truth and in fact Agustin Maldonado, Jr., as Trustee of the Agustin Maldonado, Jr. Revocable Trust and as Trustee of the Testamentary Trust created in the Last Will and Testament of Esther G. Maldonado. Other than the stated correction, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

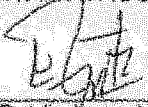


AGUSTIN MALDONADO, JR., AS TRUSTEE OF THE AGUSTIN MALDONADO, JR., REVOCABLE TRUST AND AS TRUSTEE OF THE TESTAMENTARY TRUST CREATED IN THE LAST WILL AND TESTAMENT OF ESTHER G. MALDONADO

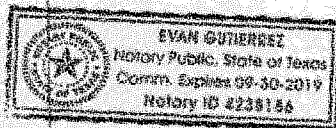
THE STATE OF TEXAS §

COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 22 day of MARCH 2016 by AGUSTIN MALDONADO, JR., AS TRUSTEE OF THE AGUSTIN MALDONADO, JR., REVOCABLE TRUST AND AS TRUSTEE OF THE TESTAMENTARY TRUST CREATED IN THE LAST WILL AND TESTAMENT OF ESTHER G. MALDONADO.



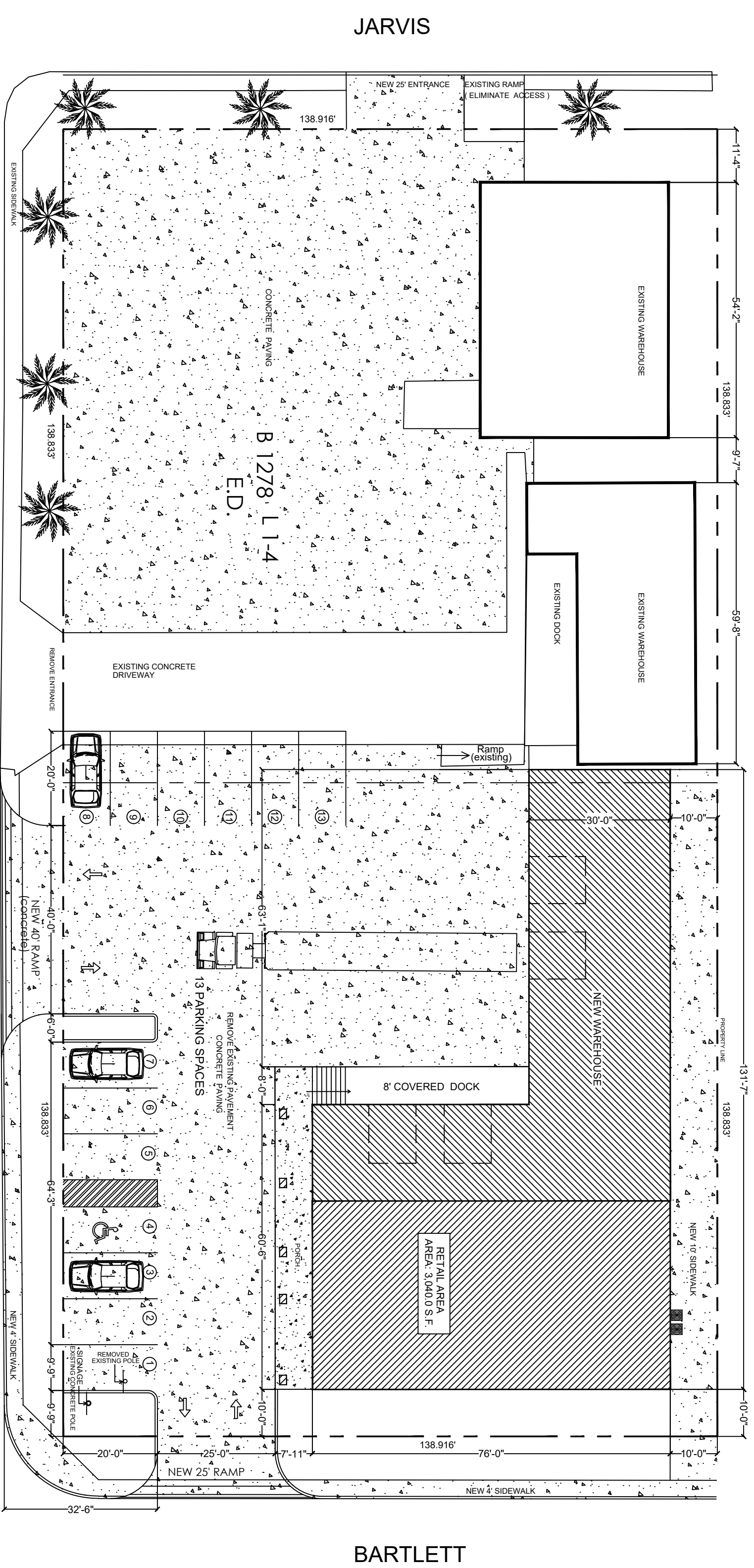
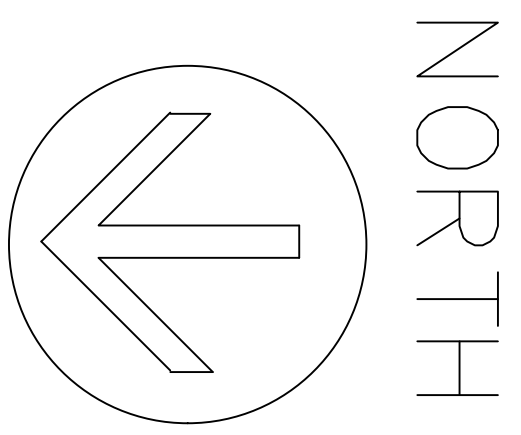
Notary Public in and for the State of Texas



J.M. Gonzalez Construction Co.
 3820 Cedar Ave.
 Laredo TX 78041
 956-645-4645

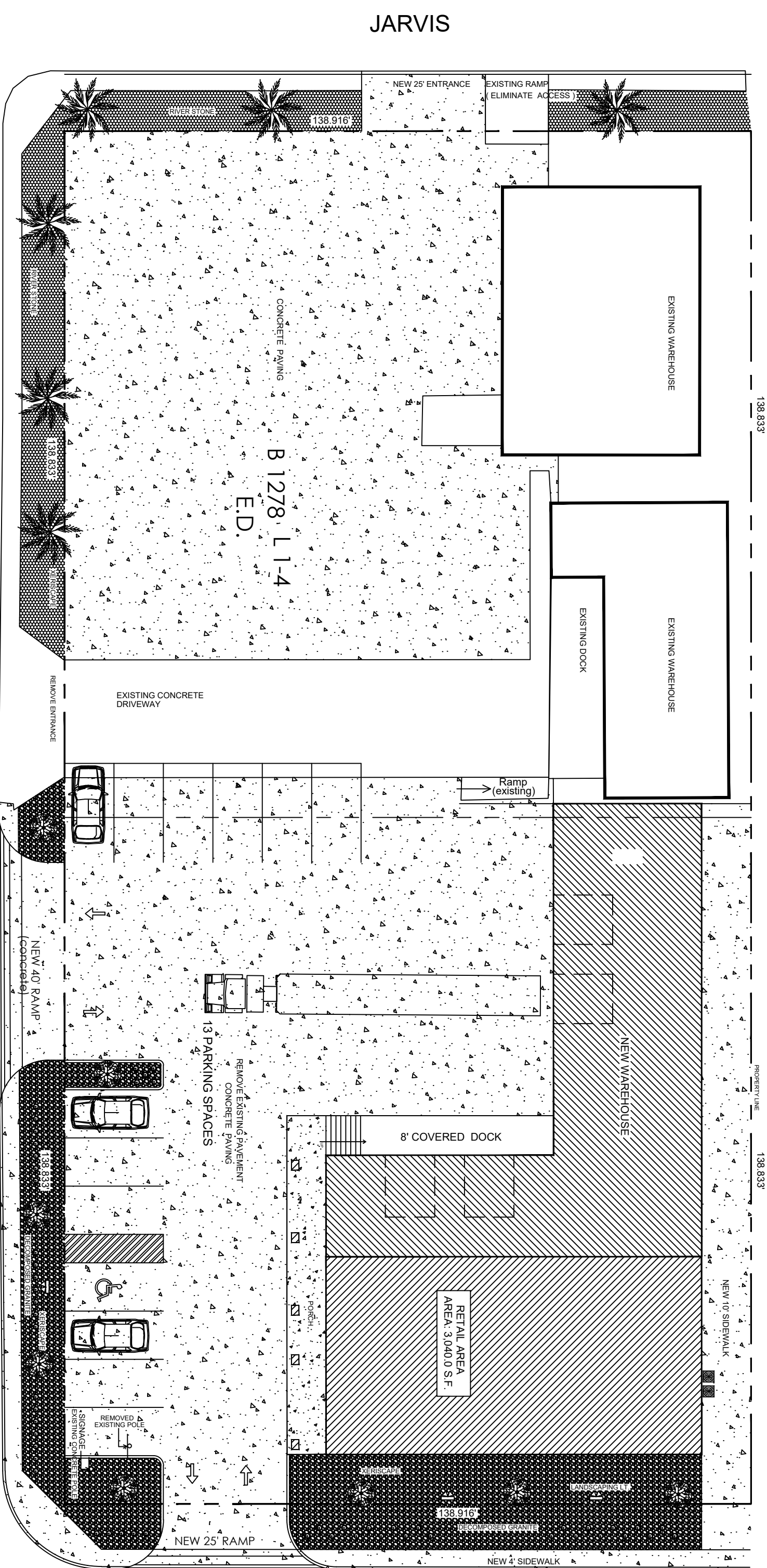
Laredo Ranch Store Cost Break Down

Building permit	\$2,800.00
Insurance	\$3,300.00
Architect	\$3,040.00
A Plus Plumbing	\$10,880.00
Concrete parking, entrance ramps and side walks	\$63,649.00
Framing Drywall Insulation Interior Doors (Walls and Grids)	\$37,340.00
Electric	\$58,072.00
Paint	\$25,683.00
Parking Stripes (also wall e)	\$2,500.00
Air Condition and duct work	\$39,500.00
Finish Floor and stain (allowance \$3.50 per sq. ft.)	\$10,336.00
Ceramic Tile for bath rooms including walls and floors	\$8,840.00
Concrete block walls and exterior brick and columns	\$23,373.00
Fire extinguisher (allowance)	\$2,200.00
Ex windows and Front entrance Glass Doors	\$6,135.00
Overhead Doors (Laredo Deck and Doors)	\$5,330.23
Stairs, railing (allowance)	\$1,200.00
Land scaping and Irrigation system	\$14,770.00
Structural Building Labor and Materials	\$81,949.00
Sub Total	\$407,897.23
Contractor's Fee (3.2%)	\$48,107.67
Grand Total	\$449,004.90



SITE PLAN -

SC. 20' = 1'-0"



BARTLETT

- GENERAL NOTES :**
- BEFORE COMMENCING ANY ACTIVITY UNDER OR PERTAINING TO THIS CONTRACT, THE CONTRACTOR SHALL BE:
 - OBTAIN ALL BUILDING & CONSTRUCTION PERMITS AS REQUIRED BY THE PERTINENT LOCAL REGULATORY.
 - VERIFY LOCATIONS, PROPERTY LINES, LIMITS OF WORK, EASEMENTS, ENCUMBRANCES & AFFECTING THIS WORK & PROTECT SAME WHERE NECESSARY.
 - THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING AND PROPOSED DIMENSIONS, CONDITIONS AND WORK, AND SHALL NOTIFY THE DESIGNER OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS BEFORE PROCEEDING WITH THE WORK.
 - USE DIMENSIONS THAT ARE ON THE DRAWINGS OR ARE PROVIDED BY THE DESIGNER. VERIFY ALL DIMENSIONS BY FIELD MEASUREMENTS WRITTEN DIMENSIONS ON DRAWINGS TAKE PREFERENCE.

THE LANDSCAPING INFORMATION IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL COORDINATE WITH THE OWNER THE TYPE OF SOIL, TREES, LANDSCAPING & IRRIGATION REQUIREMENTS. THE CONTRACTOR SHALL PREPARE AND SUBMIT IRRIGATION SHOP DRAWINGS PREPARED BY A LICENSED IRRIGATION CONTRACTOR TO THE OWNER AS REQUIRED PER APPLICABLE CODES

LANDSCAPING LEGEND :

	EXISTING PALM TREE
	LEUCOPHYLLUM FRUTESCENS (CENIZO)
	GOLDEN BARREL CACTUS
	LANDSCAPE LIGHT

LANDSCAPE PLAN -

SC. 20' = 1'-0"

PROJECT LAREDO RANCH

JMG COMMERCIAL
3820 CEDAR LAREDO, TX 78041 (956) 722-4445

BUILDER

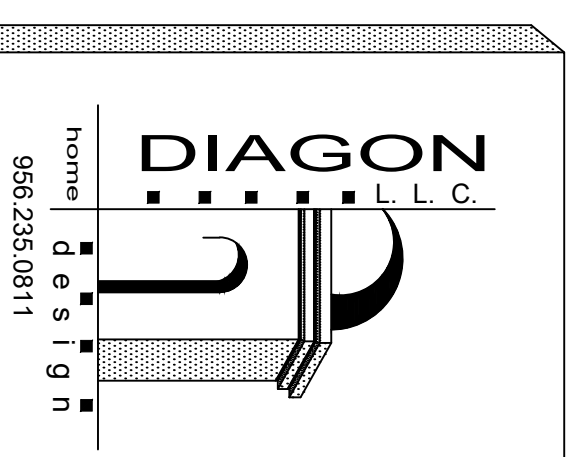
DRAWINGS
LANDSCAPE PLAN
SITE PLAN

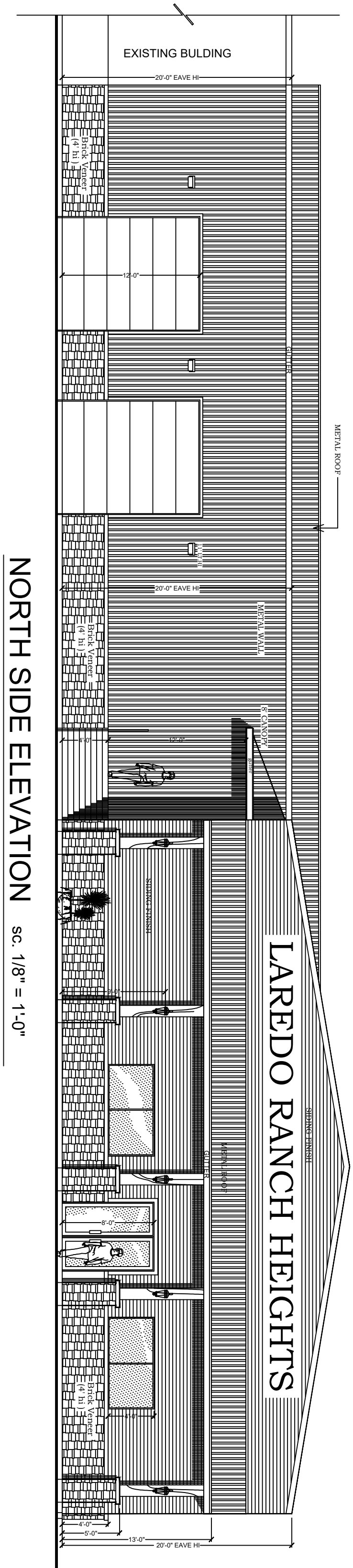
DATE: AUG/19 DRAWN BY: PEDRO D.

SHEET 1

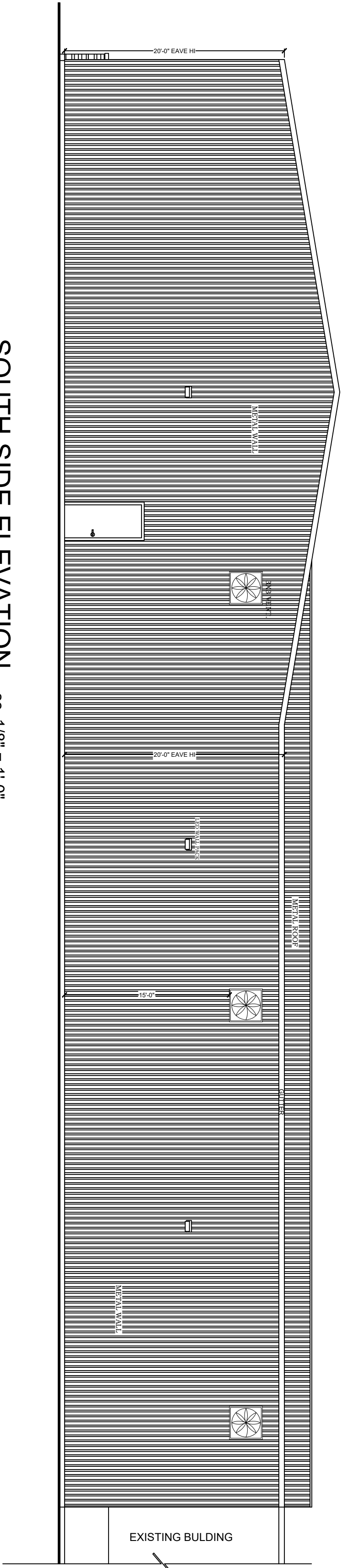
SHEET COUNT 1 OF 1

BLK 1278 LOT 1-4
2201&2215 LAREDO ST
E.D.
LAREDO TEXAS

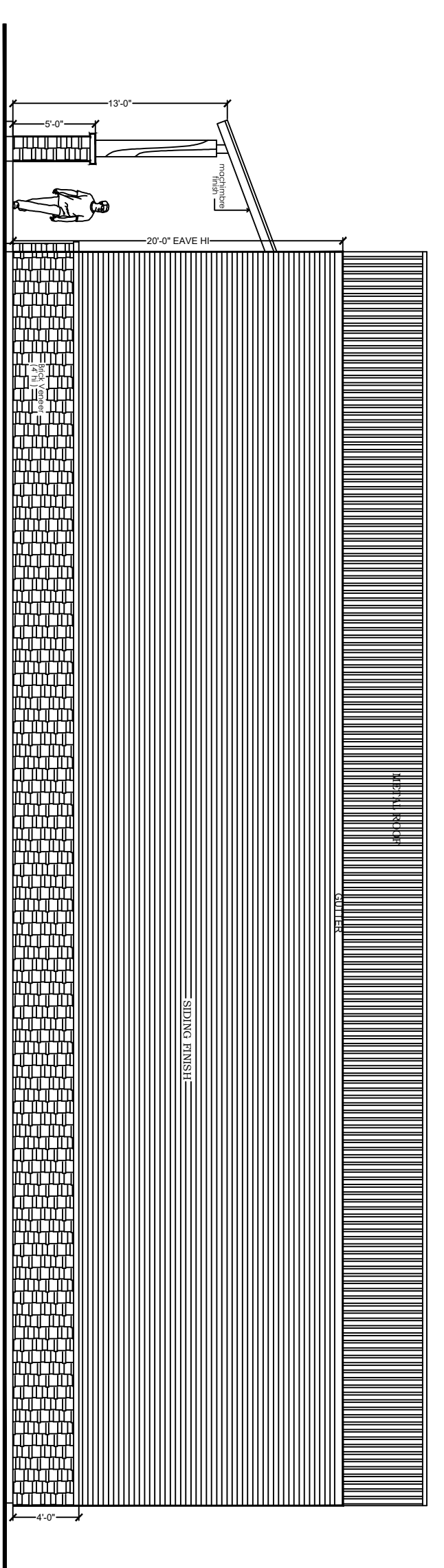




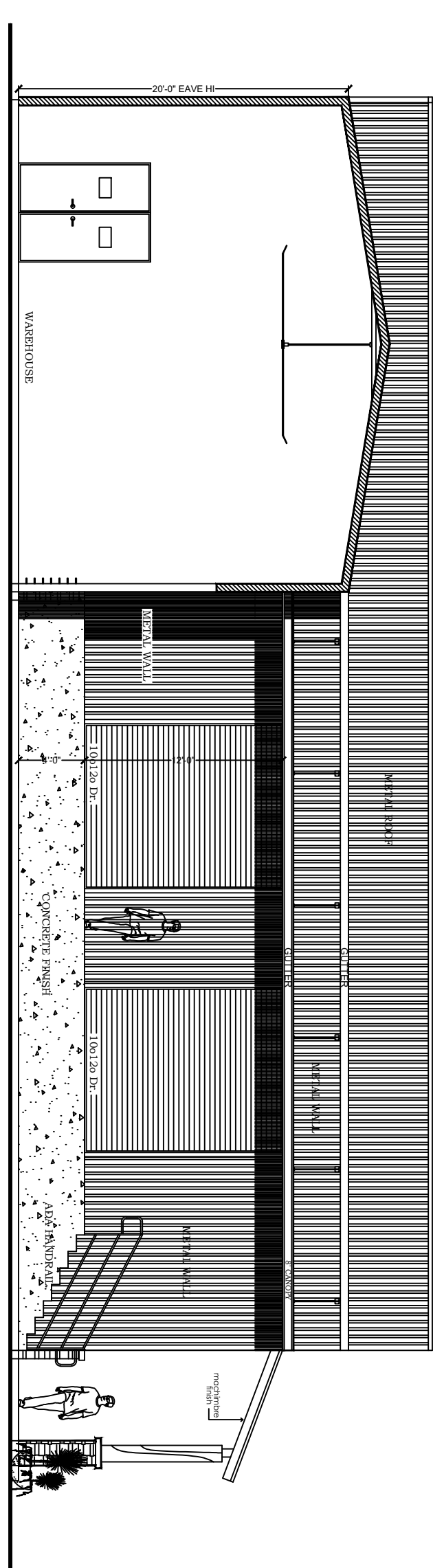
NORTH SIDE ELEVATION sc. 1/8" = 1'-0"



SOUTH SIDE ELEVATION sc. 1/8" = 1'-0"



WEST SIDE ELEVATION sc. 1/8" = 1'-0"



EAST SIDE ELEVATION sc. 1/8" = 1'-0"

PROJECT LAREDO RANCH

JMG COMMERCIAL
3820 CEDAR LAREDO, TX 78041 (956) 722-4445

BUILDER

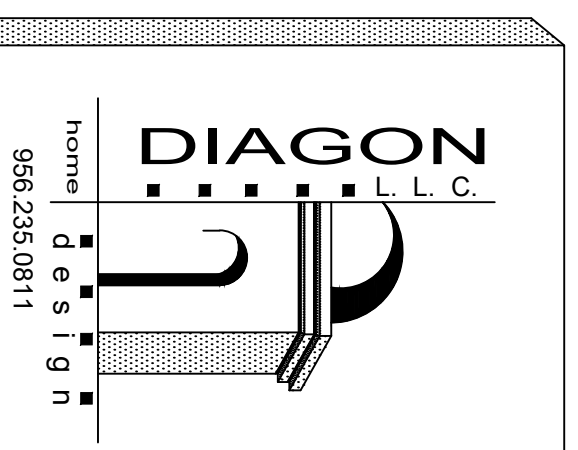
ELEVATIONS

DATE: AUG/19 DRAWN BY: PEDRO D.

SHEET 5

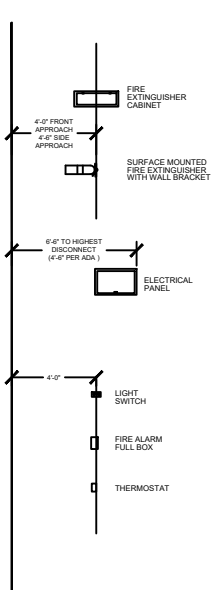
SHEET COUNT 5 OF 5

BLK 1278 LOT 1-4
2201&2215 LAREDO ST
E.D.
LAREDO TEXAS



ELECTRICAL SYMBOLS	
	SWITCH
	THREE WAY SWITCH
	110 DUPLEX OUTLET
	WEATHER PROOF DUPLEX OUTLET
	DUPLEX OUTLET WITH GROUND FANLIT. INT.
	220 VOLT DUPLEX OUTLET
	TELEPHONE CABLE OUTLET
	TELEPHONE CABLE
	SURFACE MOUNT CEILING FIXTURE
	RECESSED CEILING FIXTURE
	WALL MOUNT LIGHT FIXTURE
	2x4 FLUORESCENT LIGHT FIXTURE
	FAN/LIGHT COMBINATION
	EMERGENCY LIGHT
	SMOKE DETECTOR
	CHIME
	PUSH BUTTON DOOR BELL

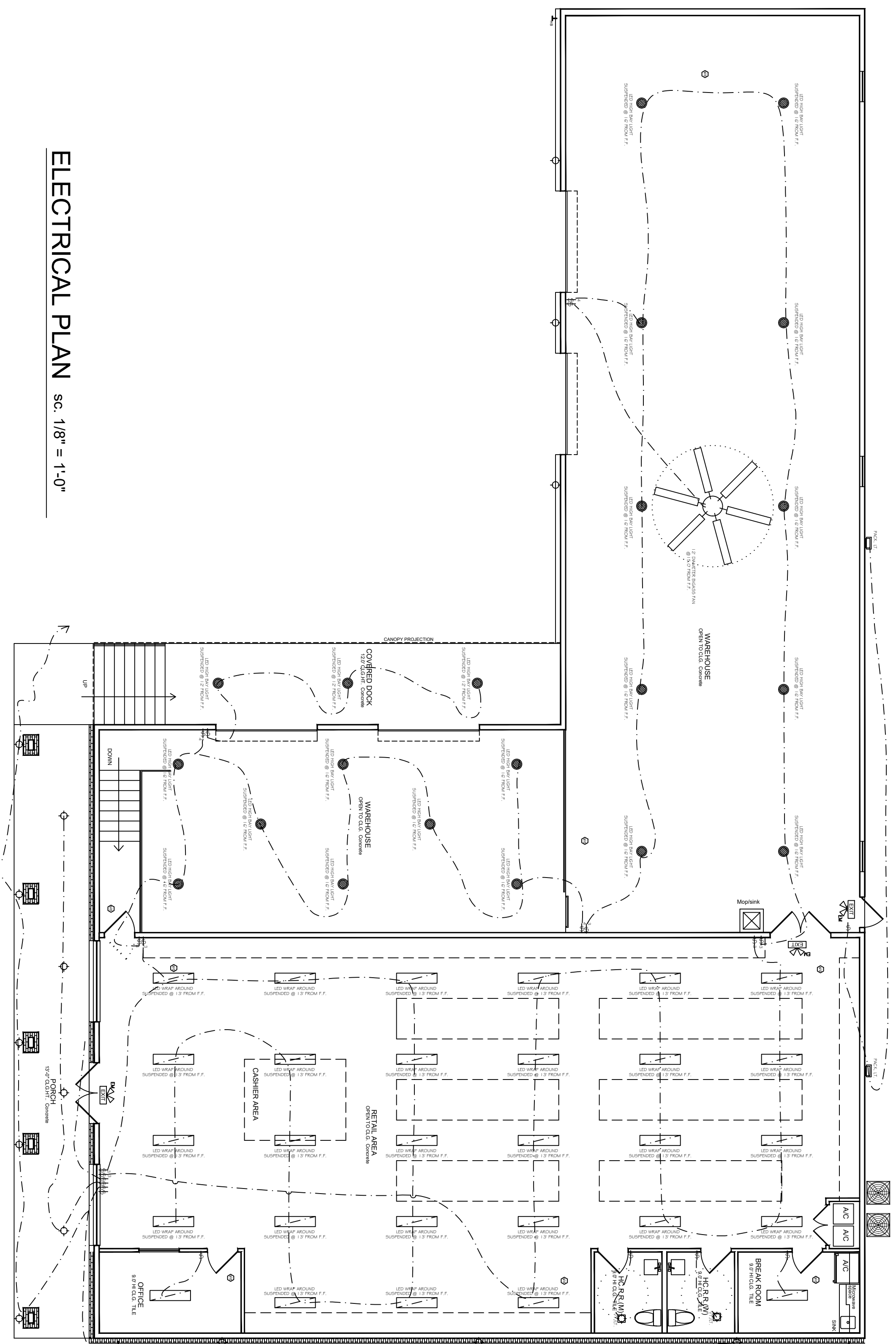
FIRE EXTINGUISHER KEYNOTES



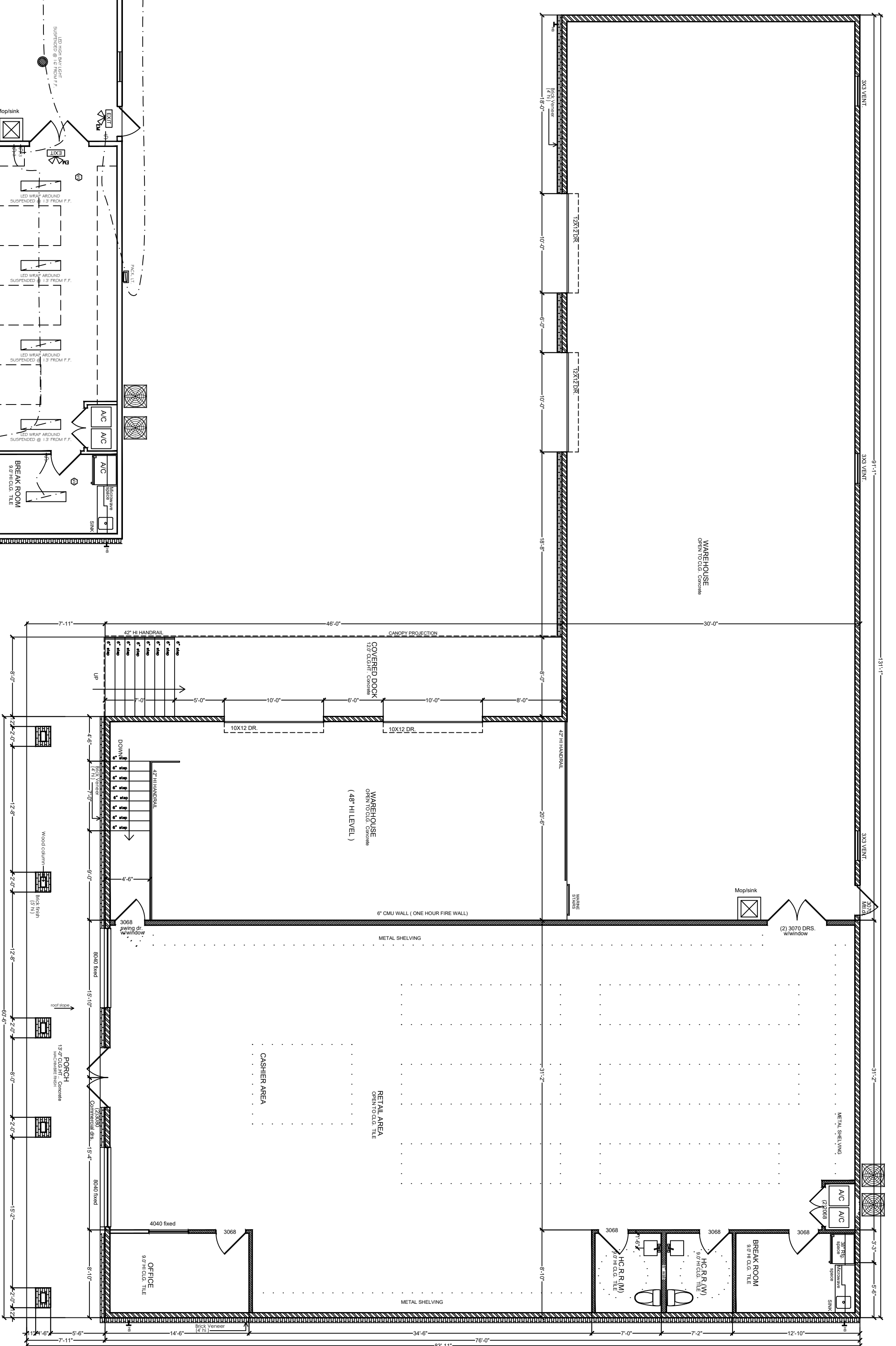
FIRE EXTINGUISHER KEY:
 C.C. = COMMERCIAL CABINET
 S.C. = HOME RECEIVED
 S.H. = HOME RECEIVED
 S.M. = HOME RECEIVED WITH MOUNT

NOTES:
 1. EXTINGUISHERS ARE ASSIGNED TO BE TYPE ABC EXCEPT AS OTHERWISE NOTED ON THE PLANS. VERIFY ACTUAL FIRE EXTINGUISHER QUANTITIES AND INSTALLATION WITH THE GENERAL CONTRACTOR.
 2. EXTINGUISHERS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 10 CODE.
 3. MOUNT EXTINGUISHERS AT 4 FT. A.F. TO TOP OF CABINET MOUNT SPECIFY TYPE OF A.F. TO USE.

KEYED LIGHTING NOTES:
 1. ALL EXIT LIGHTS, EMERGENCY BATTERY LAMPS AND LIGHT LUMENS TO BE CONNECTED TO MAIN NORMAL LIGHTING CIRCUIT AHEAD OF LOCAL AND TRANSFER SWITCHES.



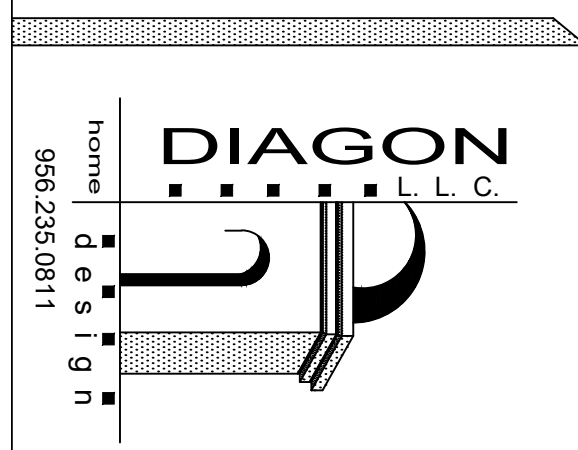
ELECTRICAL PLAN sc. 1/8" = 1'-0"



FLOOR PLAN sc. 1/8" = 1'-0"

AREAS :	
	6" CMU WALL (1 HR. RATED WALL)
	2x6 METAL STRUCTURE
	2x4 WOOD STUD
	BRICK FINISH (EXTERIOR WALL)

RETAIL SPACE : 3,040.0 SQ. FT.
 WAREHOUSE : 3,677.0 SQ. FT.
 COV DOCK : 368.0 SQ. FT.
 PORCH : 484.0 SQ. FT.



BLK 1278 LOT 1-4
 2201&2215 LAREDO ST
 E.D.
 LAREDO TEXAS

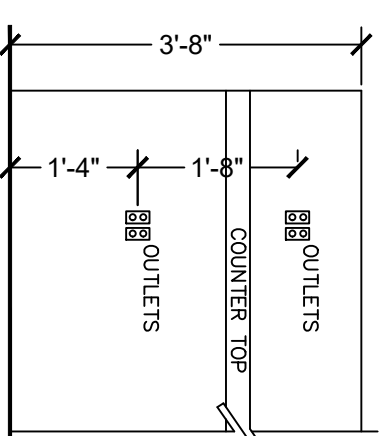
DATE:	AUG/19
DRAWN BY:	PEDRO D.
SHEET:	2
SHEET COUNT:	2 OF 5

PROJECT: LAREDO RANCH

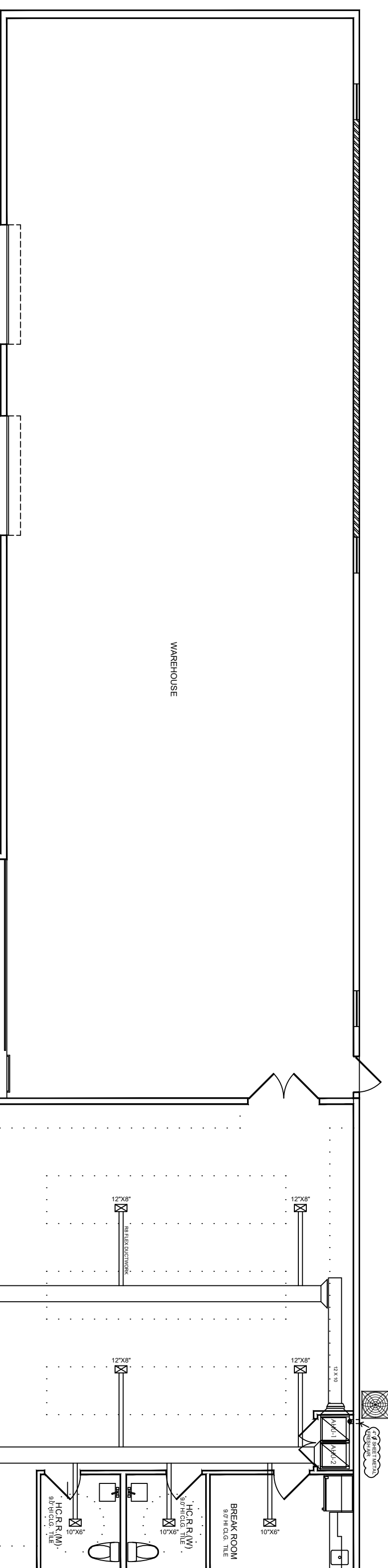
DRAWINGS: FLOOR PLAN ELECTRICAL PLAN

DATE: AUG/19 DRAWN BY: PEDRO D.

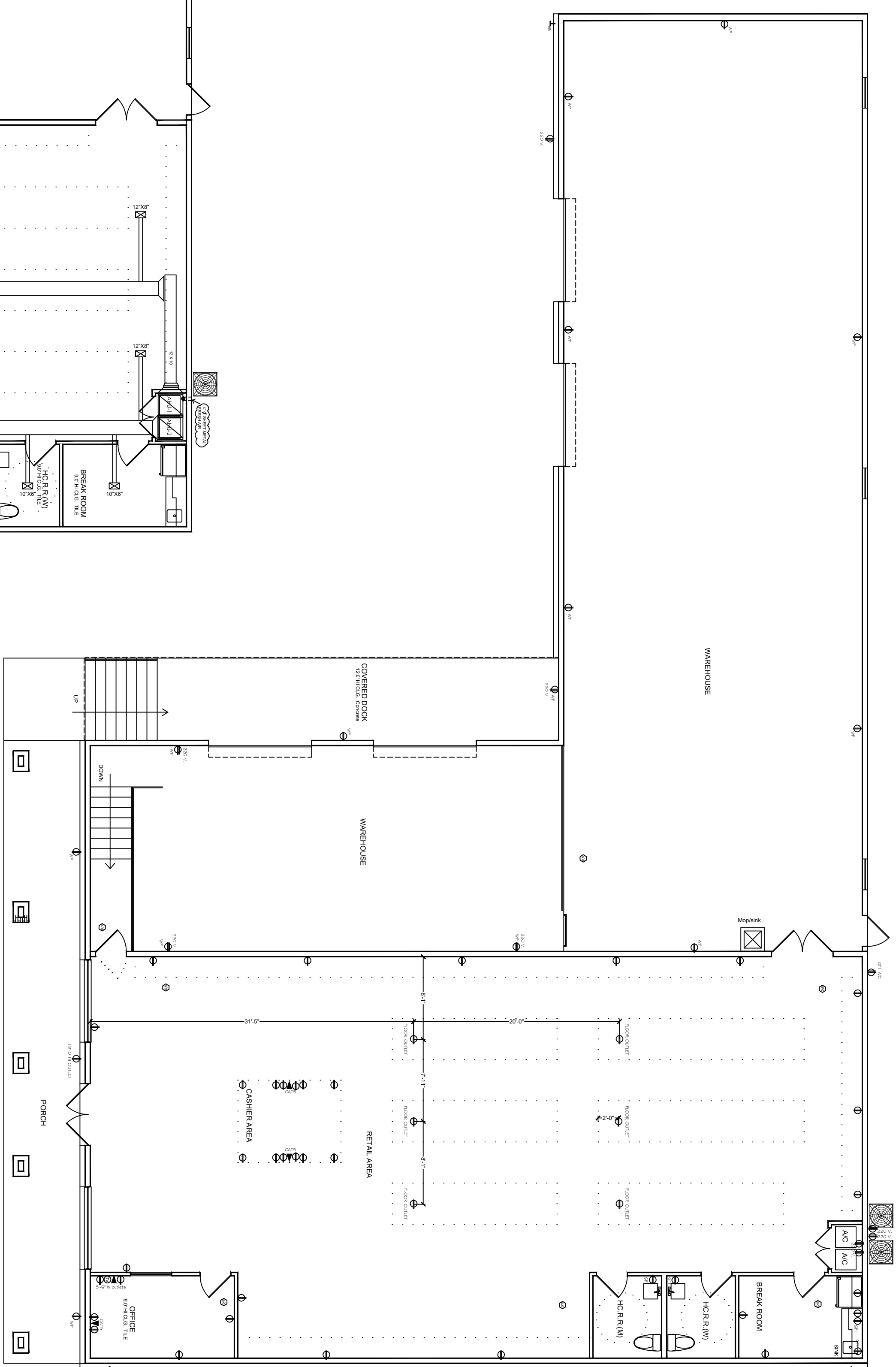
BUILDER: JMG COMMERCIAL
 3820 CEDAR LAREDO, TX 78041 (956) 722-4445



- NOTES
1. THIS DRAWING FOR LIGHT FIXTURE, POWER & TELEPHONE LOCATIONS SHALL CONFORM TO THE PROJECT DESIGN BUILD CONTRACT DOCUMENTS.
 2. WORK TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
 3. CONTRACTOR SHALL INSTALL ALL RECO, EXIT & EMERGENCY LIGHTS AS NOTED BY ALL APPLICABLE CODES & REGULATIONS.
 4. CONTRACTOR SHALL PROVIDE ALL TELEPHONE EQUIPMENT, FIBER OPTIC, AND NETWORK CABLES & REGULATIONS.
 5. CONTRACTOR TO PROVIDE DESIGNATED WMC.
 6. CONTRACTOR TO PROVIDE ALL WOOD PANELS AS NOTED.
 7. CONTRACTOR TO PROVIDE SAME DETAILERS AS NOTED.
 8. TO MEET ALL CODES & REGULATIONS.
 9. TO 10' OF SWITCHGATE SPACED FROM OUTSIDE EDGE OF DOOR FRAME WALL CORNER WALL EDGE, ETC.



- NOTE:
- 1- PROVIDE FAN WITH FAN SPEED CONTROLLER AND WHITE ALUMINUM GRILL. BACK DRAFT DAMPER
 - 2- INTERLOCK WITH THE TOILET ROOM LIGHT SWITCH.
 - 3- PROVIDE ROOF CAP AND ASSOCIATED ROOF CURB.
 - 4- INSULATION : RIGID DUCT R-8
FLEXIBLE DUCT R-8
COPPER TUBE R-3
 - 5- VERIFY ALL DIMENSIONS ON JOB SITE.
 - 6- MOUNT PROGRAMMABLE THERMOSTAT ON WALL EXACT LOCATION WITH OWNER PRIOR TO INSTALLATION.



PROJECT LAREDO RANCH

JMG COMMERCIAL
3820 CEDAR LAREDO, TX 78041 (956) 722-4445

BUILDER

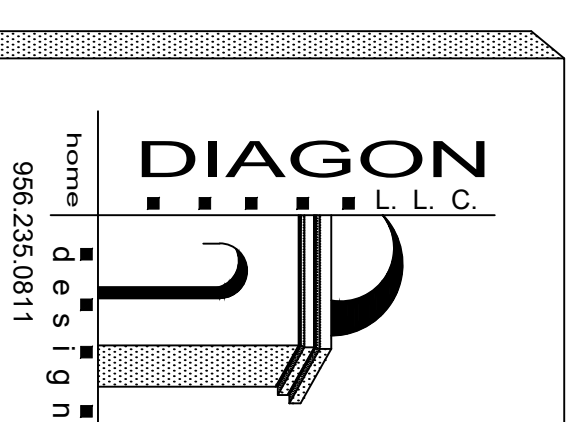
DRAWINGS
POWER PLAN
MECHANICAL PLAN

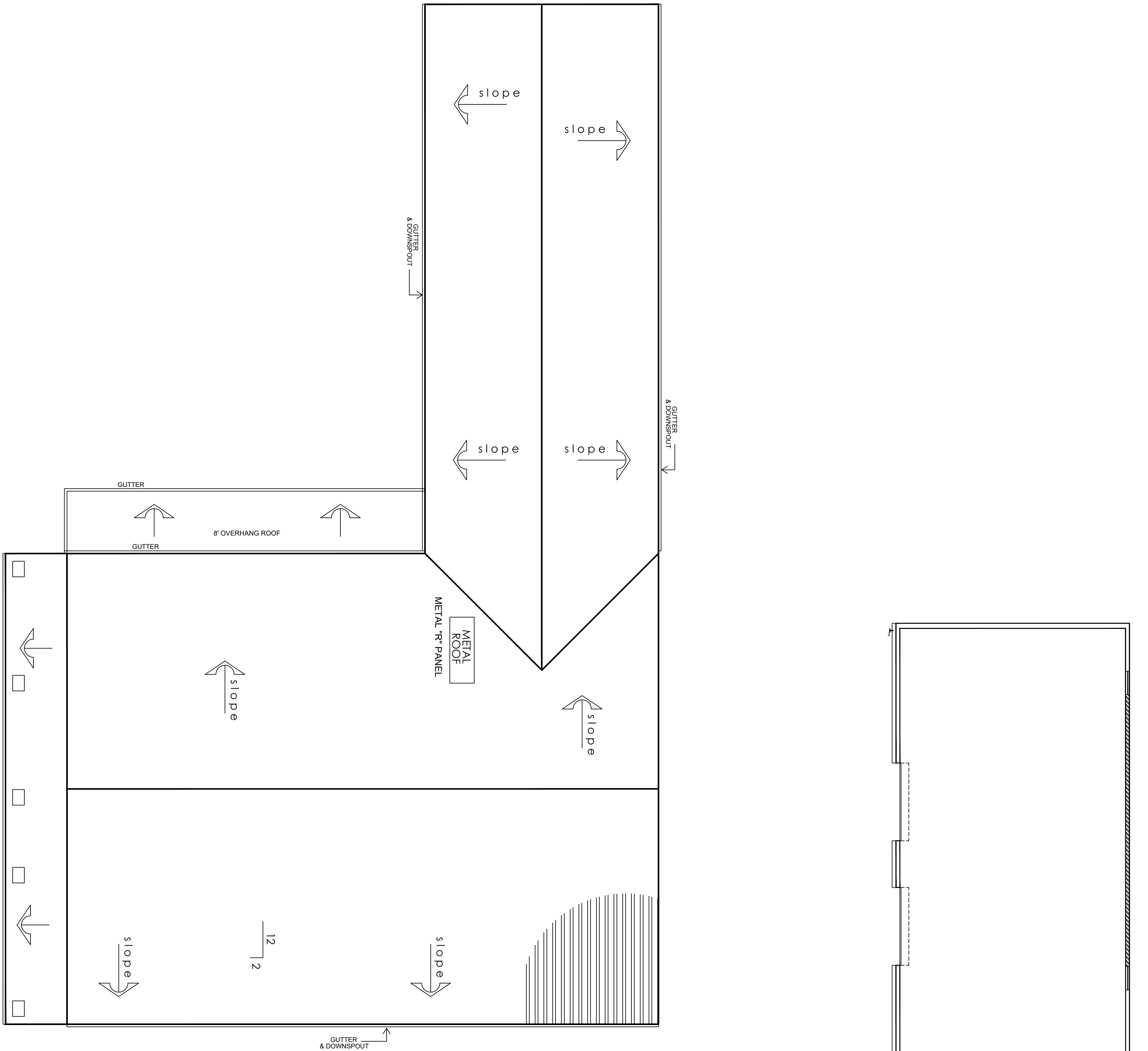
DATE: AUG/19 DRAWN BY: PEDRO D.

SHEET 3

SHEET COUNT 3 OF 5

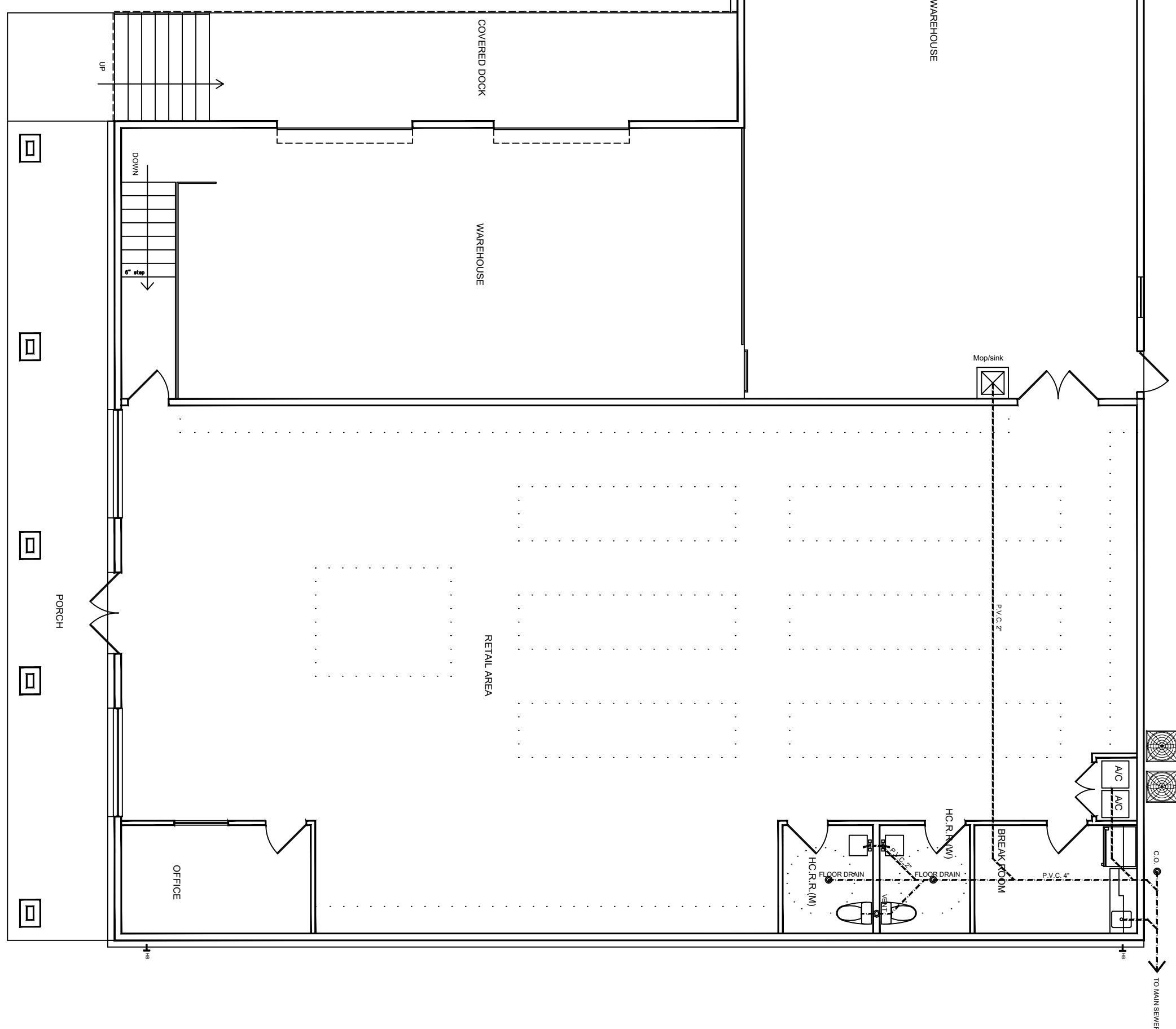
BLK 1278 LOT 1-4
2201&2215 LAREDO ST
E.D.
LAREDO TEXAS





ROOF PLAN

sc. 1/8" = 1'-0"



PLUMBING PLAN

sc. 1/8" = 1'-0"

PROJECT LAREDO RANCH

JMG COMMERCIAL
3820 CEDAR LAREDO, TX 78041

(956) 722-4445

BUILDER

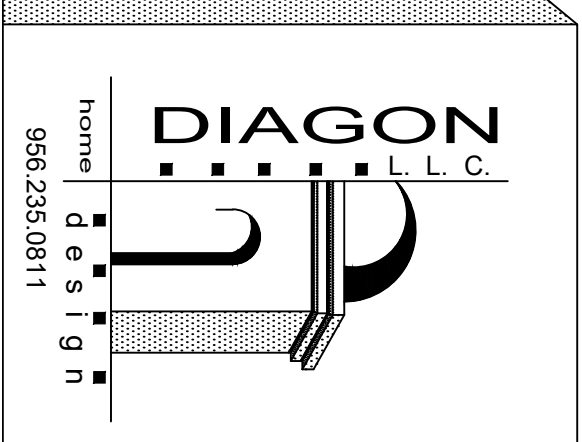
DESKWORKS
PLUMBING PLAN
ROOF PLAN

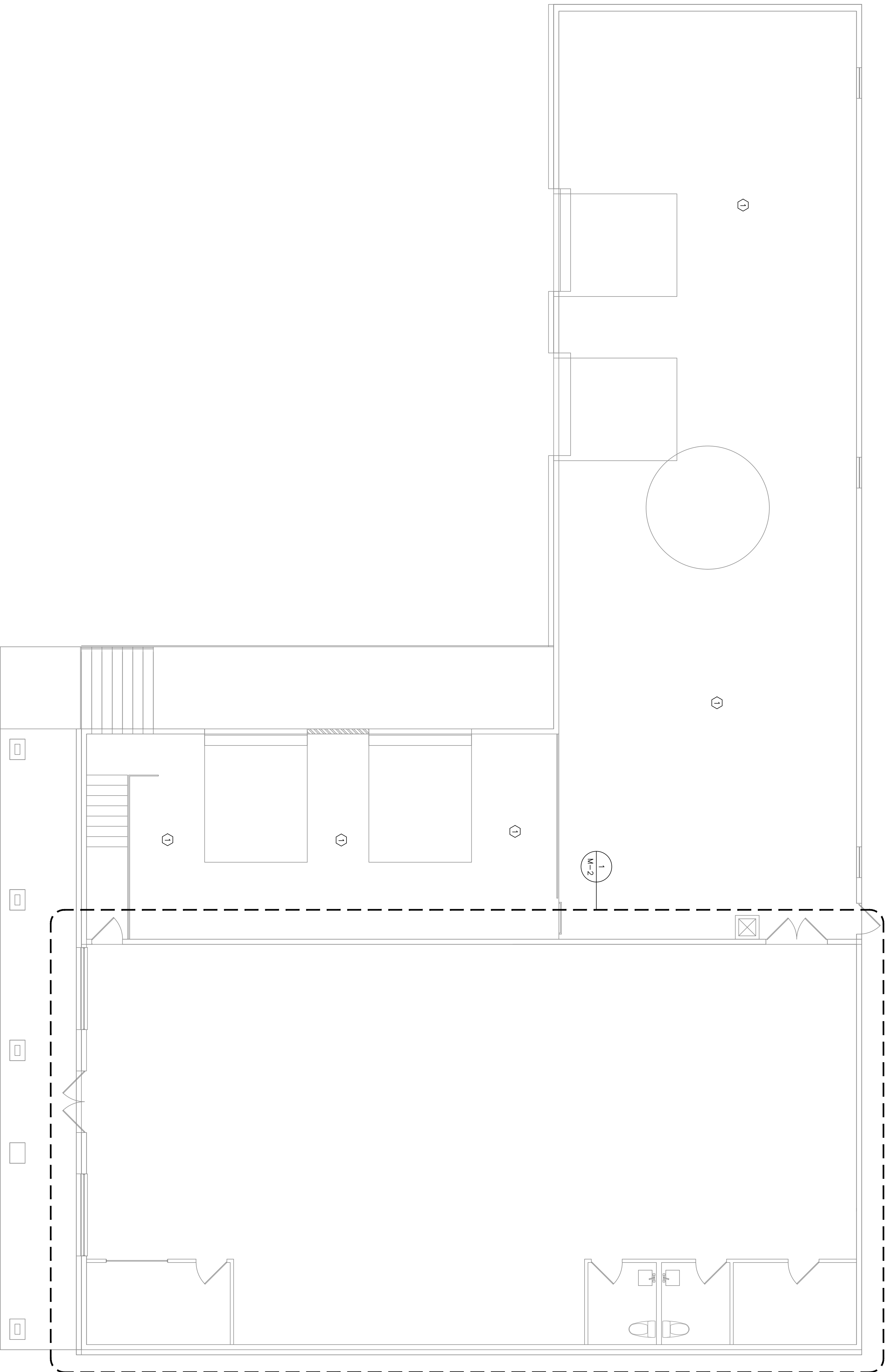
DATE: AUG/19 DRAWN BY: PEDRO D.

SHEET 4

SHEET COUNT 4 OF 5

BLK 1278 LOT 1-4
2201&2215 LAREDO ST
E.D.
LAREDO TEXAS





1
M-1
MECHANICAL PLAN - OVERALL FLOOR PLAN
SCALE: 3/16" = 1'-0"

NOTES BY SYMBOL
 (1) NO WORK IN THIS AREA.

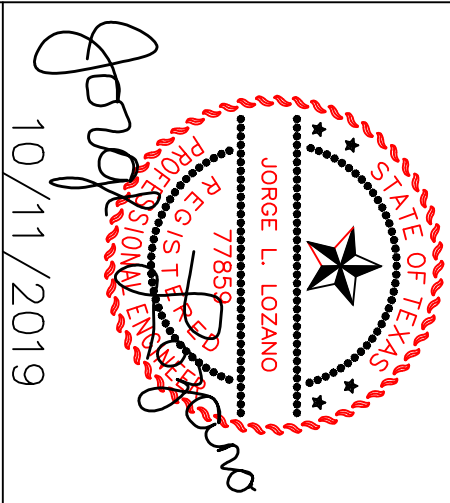
MECHANICAL LEGEND

6" Ø	NECK SIZE	DIFFUSER TAG
7.5"	CFM	SUPPLY AIR DIFFUSER
[Symbol]	FLEX DUCT	
[Symbol]	AIR FLOW	
[Symbol]	THERMOSTAT	
[Symbol]	ELBOW DOWN	
[Symbol]	ELBOW UP	
[Symbol]	VOLUME DAMPER	
[Symbol]	EXHAUST FAN	
[Symbol]	SMOKE DUCT DETECTOR	

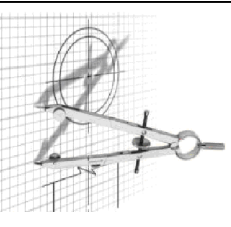
REV.	DESCRIPTION	DATE

PROJ. NO. -
 DATE: OCTOBER 11, 2019
 SCALE: SEE PLAN
 SHEET NAME:
MECHANICAL PLAN
 SHEET NUMBER:
M-1

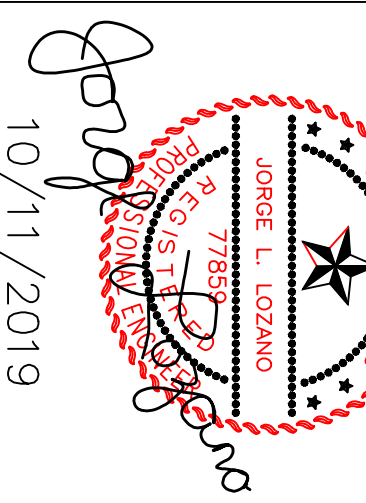
LAREDO RANCH
 BLK 1278 LOT 1-4
 2201 & 2215 LAREDO ST
 LAREDO, TX



LEC
 LOZANO ENGINEERING & CONSULTING
 P.O. BOX 450607
 LAREDO, TEXAS 78045
 TEL: (956) 285-7684
 FIRM # 9677



LOZANO ENGINEERING & CONSULTING
 P.O. BOX 450607
 LAREDO, TEXAS 78045
 TEL: (956) 285-7684
 FIRM # 9677



10/11/2019

**LAREDO RANCH
 BLK 1278 LOT 1-4
 2201 & 2215 LAREDO ST
 LAREDO, TX**

REV.	DESCRIPTION	DATE

PROJ. NO.	-
DATE:	OCTOBER 11, 2019
SCALE:	SEE PLAN
SHEET NAME:	MECHANICAL SCHEDULES
SHEET NUMBER:	M-3

HEAT PUMP PACKAGE UNIT SCHEDULE W/ELECTRIC HEAT STRIP		COOLING																		
MARK	NOM TONS CFM	S/A CFM	O/A CFM	ESP INCH	HP	TOTAL MBH	SENSIBLE MBH	COIL STAGE	EER/SEER	EBB	EWB	AMB	RTUH @ 47° F	COE @ 47° F	HTG KW	VOLT PH	MCA AMPS	MOSP AMPS	RTU LBS	LENNOX EQUIPMENT
RTU1	6.0	2300	600	0.5	2.0	63442	45464	2	11.0	78	67	102	42805	3.30	15	208/3	72	80	912	KH8074S4T
RTU2	6.0	2300	600	0.5	2.0	63442	45464	2	11.0	78	67	102	42805	3.30	15	208/3	72	80	912	KH8074S4T

EXHAUST FAN SCHEDULE											
MARK	TYPE	CFM	ESP	MOTOR HP	RPM	SONES	VOLT/PH	WATTS	LOCATION	WEIGHT	MANUFACTURER & MODEL
EFT1	EXHAUST	100	0.15	-	950	0.6	115/1	17	CEILING	17	GREENHECK SP-1110 (OR EQUAL)
EFT2	EXHAUST	100	0.15	-	950	0.6	115/1	17	CEILING	17	GREENHECK SP-1110 (OR EQUAL)

DIFFUSER, REGISTER & GRILLE SCHEDULE					
MARK	DESCRIPTION	CFM	FACE SIZE	MANUFACTURER & MODEL	REMARKS, NOTES #
S-1	ROUND CEILING DIFFUSER, 8" NK	70-236	12"	HART & COOLEY REZIN DFF.	ROUND, DUCT MOUNT WITH O.B.
S-2	SQ. 4-WAY, 6".8".10" & 12" NK	80-700	24"x24"	HART & COOLEY PPO3 24X24	LAY-IN, STEEL WITH O.B.
R-1	GRID CORE GRILLE (18X18, 12X12 NK)	1500-2500	22"x22"	HART & COOLEY REST	DUCT/PLENUM MOUNT

- DESIGN IN COMPLIANCE WITH:
- BUILDING CODE 2017
 - ENERGY CODE 2015
 - INTERNATIONAL PLUMBING CODE 2012
 - INTERNATIONAL MECHANICAL CODE 2012

MECHANICAL SPECIFICATIONS:

GENERAL CONDITIONS:
 A. THE REQUIREMENTS AS SET FORTH UNDER GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND GENERAL REQUIREMENTS ARE A PART OF THIS CONTRACT. IF NO GENERAL SPECIFICATIONS ARE INCLUDED, THE AIA STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, LATEST EDITION, SHALL DICTATE GENERAL CONDITIONS.

B. BIDS SHALL BE BASED ON A COMPLETE/FULL SET OF DRAWINGS.

C. CONTRACTOR MUST READ THE ENTIRE SPECIFICATIONS AND DRAWINGS COVERING OTHER BRANCHES OF WORK. HE IS RESPONSIBLE FOR COORDINATION OF HIS WORK WITH WORK PERFORMED BY OTHER TRADES.

SCOPE OF WORK:

A. FURNISH ALL LABOR, MATERIALS, TESTING, EQUIPMENT, INCIDENTALS AND TOOLS TO PERFORM MECHANICAL WORK SHOWN, NOTED OR SCHEDULED FOR A COMPLETE AND FINISHED INSTALLATION. MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE NEW, UNLESS SPECIFICALLY DESIGNATED FOR REUSE OR RELOCATION, UNLESS DIRECTED OTHERWISE BY THE OWNER OR ARCHITECT.

B. THE WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITION ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.

C. INCLUDE ANY LABOR AND MATERIALS NOT SPECIFICALLY MENTIONED, BUT NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIVE MECHANICAL SYSTEMS.

PERMITS & FEES:

A. SECURE AND PAY FOR ALL REQUIRED PERMITS, FEES, ASSESSMENTS AND INSPECTION CERTIFICATES THAT RELATE TO THE MECHANICAL CONTRACT.

B. FURNISH APPROVED CERTIFICATE OF FINAL INSPECTION, AND TURN OVER TO OWNER AT COMPLETION OF PROJECT.

DRAWINGS:

A. THE MECHANICAL PLANS AND DETAILS ARE DIAGRAMATIC, NOT SHOWING EVERY ITEM IN EXACT LOCATION OR DETAIL. MEASUREMENTS AND LOCATIONS MUST BE FIELD VERIFIED AND COORDINATED WITH ARCHITECT. FIELD MEASUREMENTS AND LOCATIONS OF OTHER TRADES, PROVIDE FITTINGS, OFFSETS, ETC. AS NECESSARY TO PROVIDE A COMPLETE SYSTEM.

SHOP DRAWINGS:

A. SUBMIT PDF COPIES VIA EMAIL OF MATERIAL LISTS AND SHOP DRAWINGS FOR MAJOR EQUIPMENT TO THE OWNER'S CONSTRUCTION MANAGER FOR APPROVAL PRIOR TO ORDERING EQUIPMENT. CONTRACTOR SHALL CAUSE TIME DELAYS OR CONFLICTS IN THE JOB PROGRESS. SUBMITTALS SHALL BE IN ACCORDANCE WITH GENERAL CONDITIONS AND THE MANUFACTURERS LISTED ON THE DRAWINGS AND SHALL BEAR THE STAMP OF THE CONTRACTOR SHOWING THAT HE HAS REVIEWED AND APPROVED THEM AND THAT THEY ARE IN CONFORMANCE WITH THE CONTRACT DRAWINGS. LACK OF SUCH CONTRACTOR'S APPROVAL WILL BE CAUSE FOR REJECTION WITHOUT REVIEW BY THE OWNER. SUBMIT SHOP DRAWINGS FOR ALL SCHEDULED EQUIPMENT, SUBMITTED SHOP DRAWINGS SHALL USE THE SAME MARK I.D. NUMBERS AS SHOWN IN THE PLANS AND SCHEDULES.

B. MANUFACTURERS LISTED ON THE DRAWINGS WERE USED AS THE BASIS OF DESIGN. THE CONTRACTOR MAY, WITH THE ENGINEERS APPROVAL, PROVIDE AN EQUAL MANUFACTURED PRODUCT. THE CONTRACTOR IS ENTIRELY RESPONSIBLE FOR ANY AND ALL COSTS REQUIRED TO ALTER THE SYSTEM DESIGN, WHETHER BE IDENTIFIED OR NOT IDENTIFIED BY THE ENGINEER OR ARCHITECT, SHOULD AN EQUAL MANUFACTURER BE SUPPLIED.

PIPE HANGERS AND SUPPORTS:

A. PROVIDE ADJUSTABLE CLEVIS HANGERS SUPPORTED BY ALL-THREAD ATTACHED TO BUILDING STRUCTURE. SUPPORT HANGERS AND SUPPORT SPACING SHALL BE PER MSS SP-69, AND PER STATE AND LOCAL CODES.

B. DO NOT USE WOOD BLOCKS FOR PIPE SUPPORT ON ROOF. USE COMMERCIAL SUPPORTS THAT ARE COMPATIBLE WITH THE ROOFING SYSTEM AND PIPING SYSTEM IN USE.

MECHANICAL INSULATION:

A. INSULATE SUPPLY AND RETURN DUCTWORK WITH 1-1/2" THICK, 0.75 LB. DENSITY BLANKET TYPE, ASTM C553, TYPE 1, CLASS B-2 FIBERGLASS INSULATION. INSTALL IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS TO PROVIDE A VAPOR-PROOF INSTALLATION. INTERNALLY INSULATE THE FIRST 15 FEET OF SUPPLY AND RETURN DUCT AT HVAC UNIT WITH 1" DUCT LINER (WITH ANTI-MICROBIAL COATING) FOR SOUND ATTENUATION.

B. INSULATE PIPING WITH CLOSED CELL ELASTOMERIC TUBING INSULATION, ASTM G34, TYPE 1 WITH FLAME SPREAD LESS THAN 25 AND SMOKE DEVELOPMENT LESS THAN 50. REFRIGERATION SUCTON PIPING INSULATION TO BE 1/2". INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

REFRIGERANT PIPING:

A. USE TYPE 'K' (MIN.) COPPER TUBE. DEHYDRATED REFRIGERANT TUBING, DUCTILE AND FLEXIBLE, CHEMICALLY DRY AND CLEAN WITH SEALED ENDS.

B. LEAK TEST UNDER VACUUM.

HVAC EQUIPMENT:

A. FURNISH AND INSTALL EQUIPMENT AS SHOWN ON THE DRAWINGS. FURNISH, AND INSTALL, DUCT SMOKE DETECTORS FOR ALL HVAC UNITS OVER 2,000 CFM AND PER STATE AND LOCAL CODES. PIPE CONDENSATE TO NEAREST APPROVED DISCHARGE POINT, WITH APPROPRIATE SIZED TRAP, AND 3/4" TYPE 'K' COPPER PIPING (MIN.).

B. GAS-FIRED APPLIANCES: PROVIDE FUE PIPING PER APPLICABLE CODES. INSURE THAT THE COMBUSTION AIR FOR GAS-FIRED APPLIANCES IS IN ACCORDANCE WITH APPLICABLE CODES.

B. COPPER TUBE: TYPE L SEAMLESS RIGID, ASTM B88 WITH ASME B16.22-2001 WROUGHT COPPER FITTINGS. SOLDER TO BE ASTM B32 LEAD-FREE ALLOYS WITH WATER-FLUSHABLE FLUX.

C. SCH. 40 PVC MAY BE USED IN INDOOR SPACES.

D. AUXILIARY DRAIN PAN - DISCHARGE FROM AN AUXILIARY DRAIN PAN SHALL TERMINATE IN A CONSPICUOUSLY PLACE. IN LIEU OF AN AUXILIARY DRAIN THE AUXILIARY DRAIN PAN MAY BE INSTALLED WITH A WATER LEVEL DETECTOR CONFORMING TO UL 508 AND SHALL SHUT OFF THE EQUIPMENT SERVED.

E. UNITS WITH NO AUXILIARY DRAIN PAN - FOR UNITS WHERE AN AUXILIARY DRAIN PAN CANNOT BE INSTALLED THE MAIN CONDENSATE DRAIN PAN SHALL HAVE A WATER LEVEL DETECTOR CONFORMING TO UL 508 AND SHALL SHUT OFF THE EQUIPMENT SERVED.

F. WHERE CONDENSATE DRAINS ARE INSTALLED ON A ROOF - PIPING SHALL BE COPPER TUBE AND SUPPORTS SHALL BE ATTACHED TO THE ROOF BY AN APPROVED METHOD. SUPPORTS SHALL BE A MINIMUM OF 8" ON CENTER. SUPPORTS SHALL BE COMMERCIAL FACTORY MADE SUPPORTS WITH ADJUSTABLE VERTICAL SADDLES AND SUPPORTS SHALL BE ATTACHED TO THE ROOF BY AN APPROVED METHOD. SUPPORTS EQUAL TO WAPA PRODUCTS WS-1 SERIES ARE ACCEPTABLE.

DUCTWORK:

A. GALVANIZED SHEET STEEL: LOCK-FORMING QUALITY. COMPLYING WITH ASTM A 653/A 653M AND ASTM G90 COATING DESIGNATION USE MINIMUM TYPE 2 PLACED CONNECTIONS, UNLESS NOTED OTHERWISE. ALL DUCT DIMENSIONS ARE INSIDE CLEAR DIMENSIONS.

B. COMPLY WITH SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS--METAL AND FLEXIBLE" FOR ACCEPTABLE MATERIALS, MATERIAL THICKNESSES, AND DUCT CONSTRUCTION METHODS, UNLESS OTHERWISE INDICATED. SHEET METAL MATERIALS SHALL BE FREE OF PITTING, SEAM MARKS, ROLLER STAINS, DISCOLORATIONS, AND OTHER IMPERFECTIONS.

C. FLEXIBLE DUCT MAY BE USED FOR FINAL CONNECTIONS TO AIR DEVICES, FLEX DUCT MUST BE CLASS 0 OR 1, CONFORM TO UL 181, HAVE NO SHORT RADIUS 90 DEGREE BENDS, AND SHALL NOT EXCEED 72" IN LENGTH.

DUCT ACCESSORIES:

A. MANUFACTURED TURNING VANES: FABRICATE 1-1/2"-INCH WIDE, SINGLE VANE, CURVED BLADES OF GALVANIZED SHEET STEEL, SET 3/4 INCH; SUPPORT WITH BARS PERPENDICULAR TO BLADES SET 2 INCHES O.C.; AND SET INTO VANE RUNNERS SUITABLE FOR DUCT MOUNTING. INSTALL TURNING VANES IN ALL RECTANGULAR DUCTS UNLESS ELBOWS WITH CENTERLINE RADIUS OF R = 1.5D ARE USED.

B. INSULATED-DUCT CONNECTORS: UL 181, CLASS 1, BLACK POLYMER FILM SUPPORTED BY HELICALLY WOUND FIBERGLASS FIBER, FIBROUS-GLASS INSULATION; POLYETHYLENE VAPOR BARRIER FILM; 4-INCH MO. PRESSURE RATING.

C. DUCT HANGERS: PERFORATED STRAPPING SHALL NOT BE ALLOWED TO HANG DUCTWORK IN ANY SADDLE. GALVANIZED STRAP MAY BE USED AS FOLLOWS:
 DUCT SIZE UP TO 26" (1) 1" x 22 GA. 12 FT.
 27" TO 36" (1) 1" x 18 GA. 12 FT.
 37" TO 50" (1) 1" x 16 GA. 12 FT.
 51" TO 60" (2) 1" x 18 GA. 12 FT.
 FOR SIZES ABOVE 60" USE THREADED ROD PER SMACNA MANUAL.

HVAC CONTROLS:

A. FURNISH AND INSTALL 7-DAY PROGRAMMABLE ELECTRONIC THERMOSTAT, HEAT-OFF-COOL-AUTO SYSTEM SWITCH, COMPATIBLE WITH HVAC EQUIPMENT PROVIDED. ALL HVAC CONTROL WIRING IS THE RESPONSIBILITY OF THE HVAC CONTRACTOR.

B. TOILET FANS AND ENERGY RECOVERY FAN TIMER; SUPPLY AND INSTALL A NEMA 1, 7 DAY PROGRAMMABLE ELECTRONIC TIMER WITH BATTERY BACKUP, AUTOMATIC DAYLIGHT SAVINGS TIME ADJUSTMENT, 30 AMP 120/277 VOLT CONTACTOR, EQUAL TO INTERMATIC ET1705C.

TESTING, ADJUSTING, AND BALANCING

A. AS PART OF THIS CONTRACT, THE ENTIRE SYSTEM SHALL BE TESTED, ADJUSTED, AND BALANCED, BY AN INDEPENDENT CONTRACTOR AND SHALL CONFORM TO ABC STANDARDS. SYSTEMS SHALL BE ADJUSTED TO WITHIN +/- 8% OF DESIGN CONDITIONS.

INSTALLATION:

A. ALL MECHANICAL WORK SHALL BE INSTALLED SO AS TO BE READY ACCESSIBLE FOR OPERATING, SERVICING, MAINTAINING AND REPAIRING. HANGERS SHALL INCLUDE ALL MISCELLANEOUS STEEL SUCH AS CHANGELTS, ROOS, ETC. NECESSARY FOR THE INSTALLATION OF WORK AND SHALL BE FASTENED TO BUILDING STRUCTURE, BUT NOT PIPING OR DUCTWORK. ALL PIPING SHALL BE CONCEALED WHEREVER POSSIBLE. EXPOSED PIPES SHALL BE IN STRAIGHT LINES PARALLEL WITH OR AT RIGHT ANGLES TO BUILDING LINES.

B. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR ANY/ALL NECESSARY MECHANICAL DEMOLITION WORK THAT IS REQUIRED TO FACILITATE THE NEW INSTALLATION. FIELD COORDINATE PRIOR TO BIDS, REMOVE AND/OR MODIFY EQUIPMENT, ETC., AS REQUIRED FOR A COMPLETE INSTALLATION. COORDINATE ANY DISRUPTION OF UTILITY SERVICES WITH OWNER AND GENERAL CONTRACTOR TO AVOID CONFLICTS.

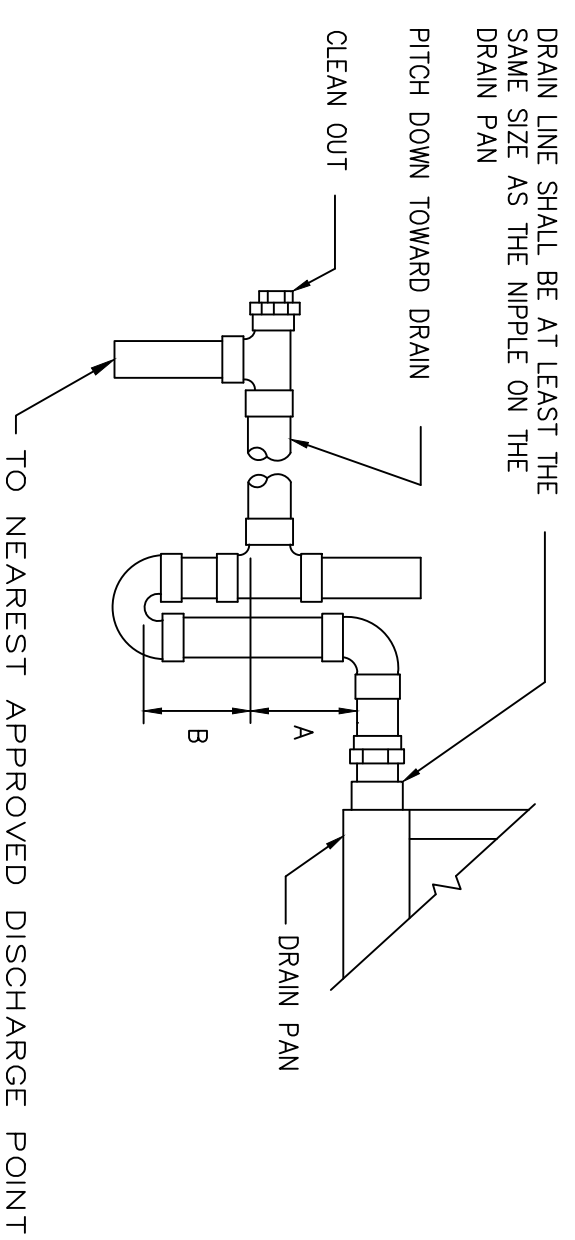
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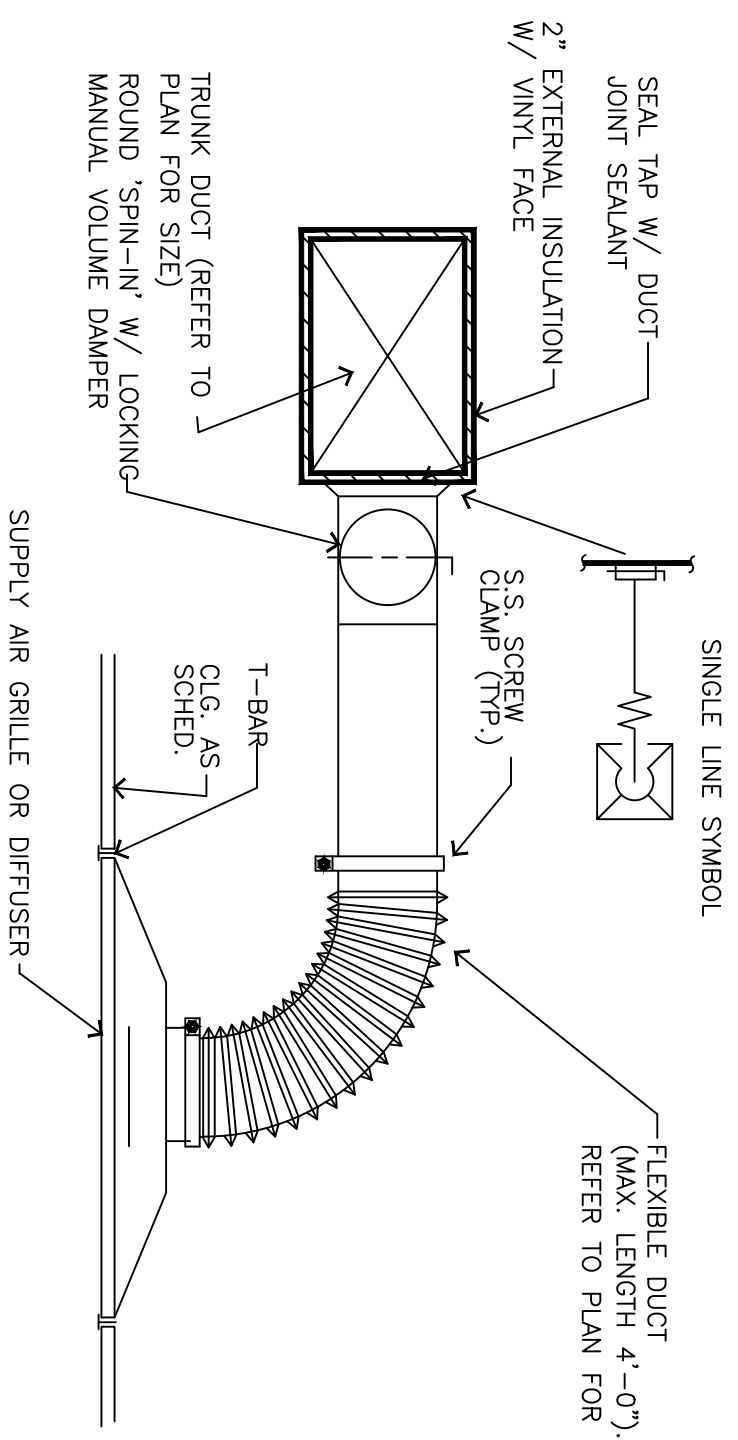
DESIGNER'S NOTE:

UNIT TYPE	A	B
DRAW THRU PLUS X	2" (50 MM)	X
BLOW THRU MINIMUM	1" (25 MM)	2X

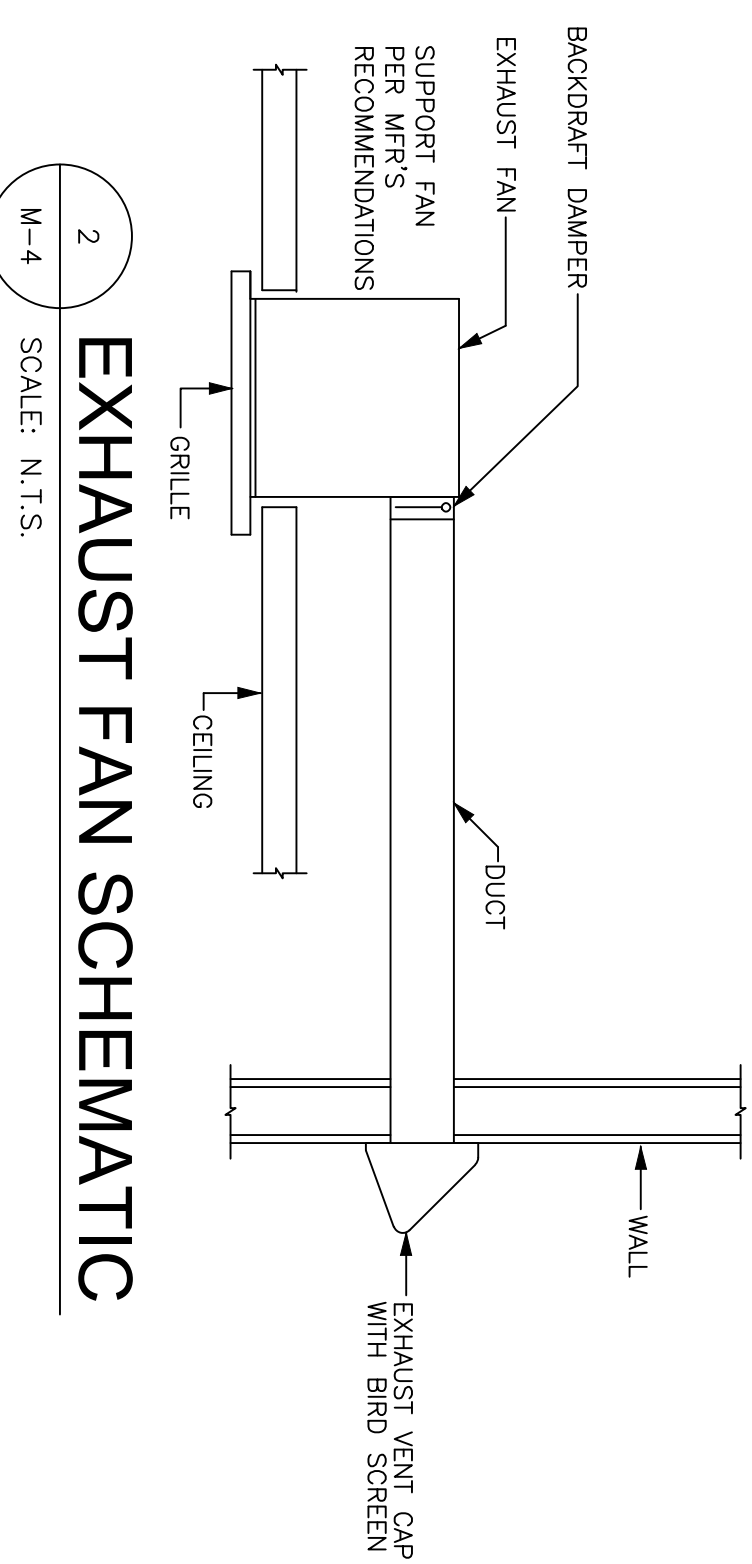
WHERE X = STATIC PRESSURE IN PAN



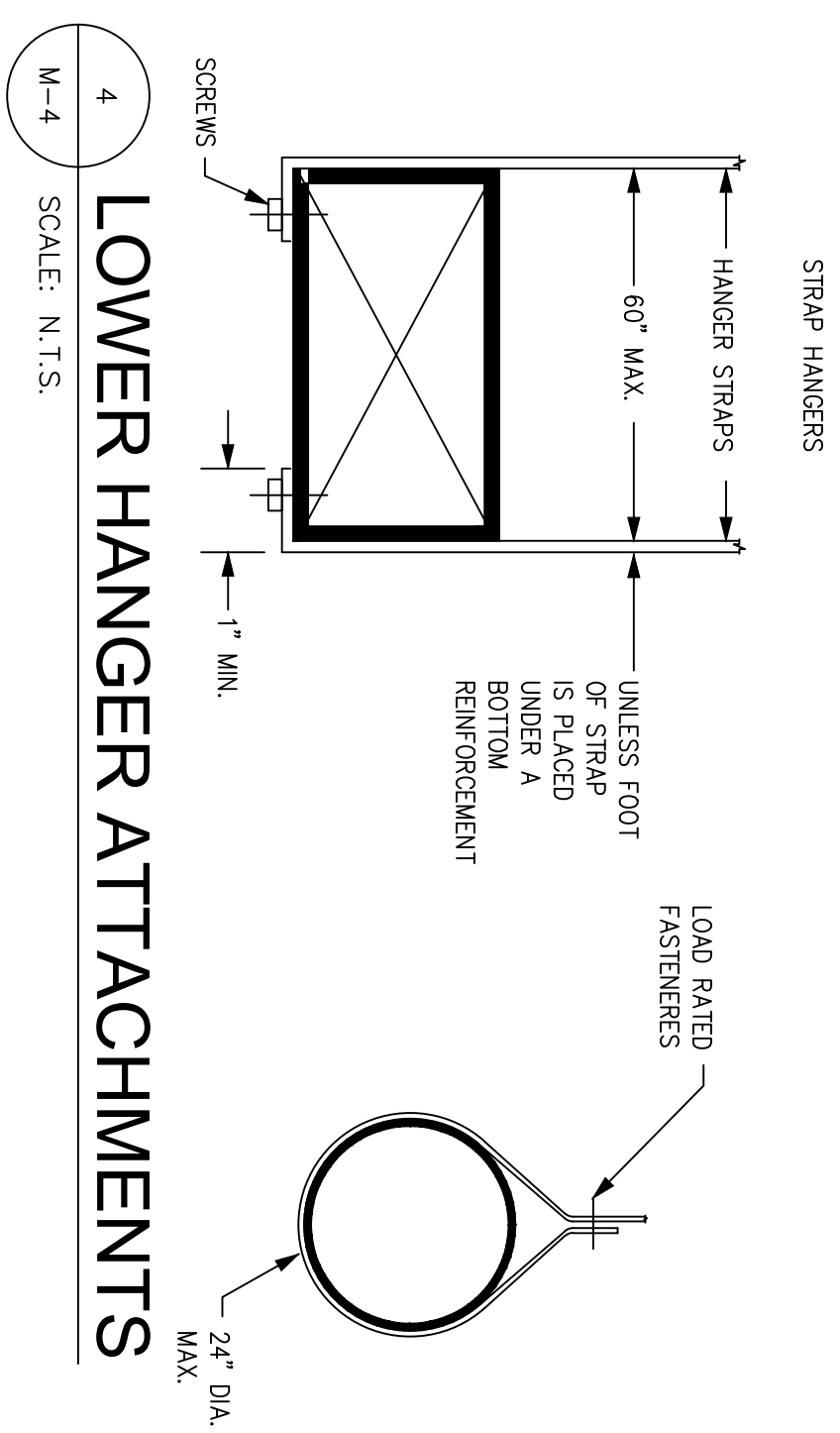
1 AIR HANDLING UNIT CONDENSATE TRAP
M-4 SCALE: N.T.S.



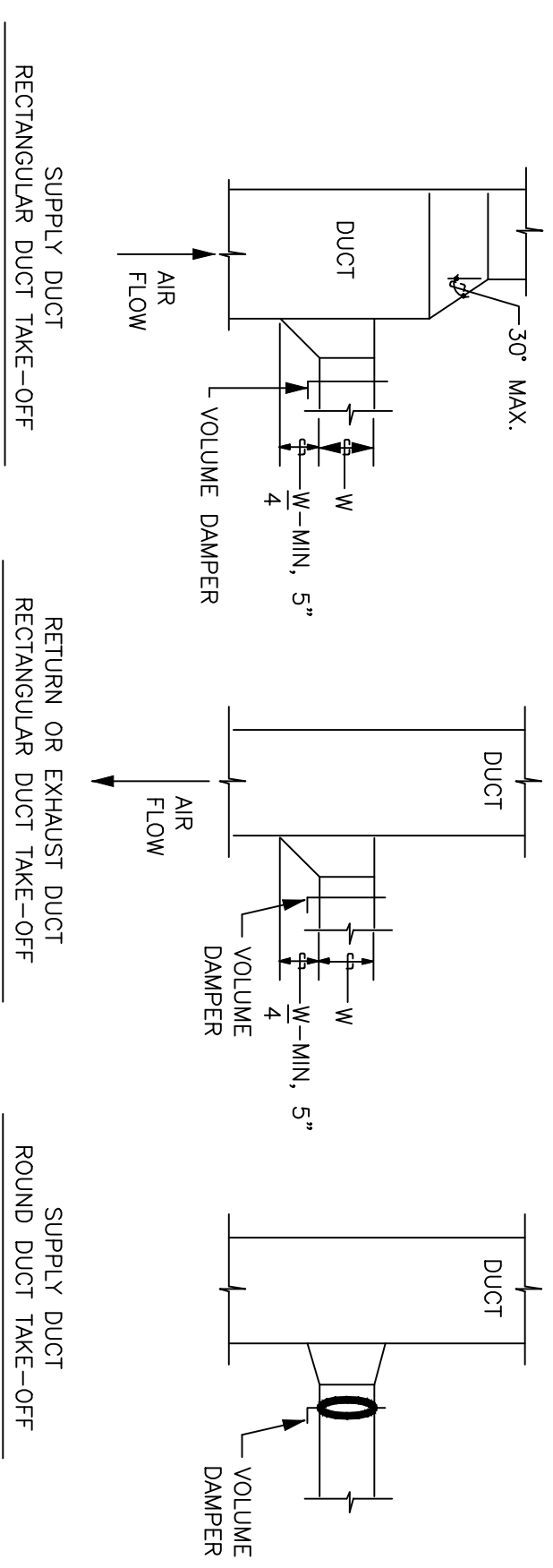
3 CEILING DIFFUSER SCHEMATIC
M-4 SCALE: N.T.S.



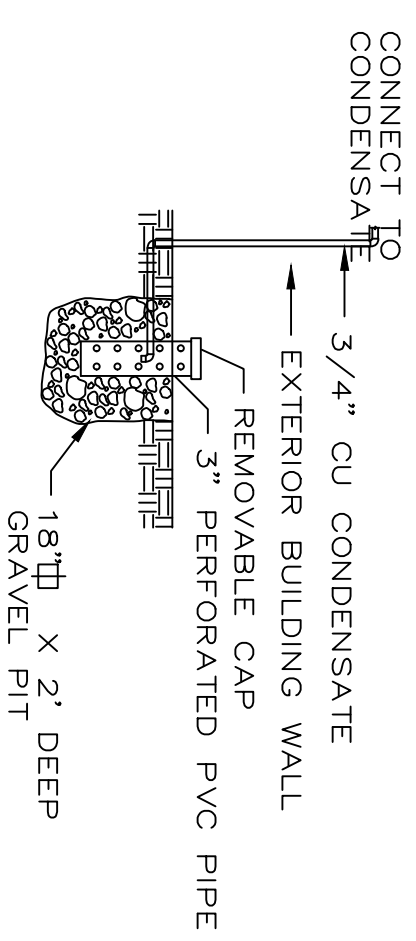
2 EXHAUST FAN SCHEMATIC
M-4 SCALE: N.T.S.



4 LOWER HANGER ATTACHMENTS
M-4 SCALE: N.T.S.



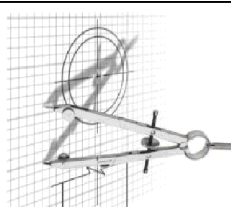
5 DUCT CONNECTION SCHEMATIC
M-4 SCALE: N.T.S.



6 CONDENSATE DRAIN DETAIL
M-4 SCALE: N.T.S.

GENERAL MECHANICAL NOTES

- MATERIALS AND INSTALLATION OF ALL MECHANICAL EQUIPMENT SHALL CONFORM WITH ALL NATIONAL, STATE AND LOCAL CODES.
- COORDINATE INSTALLATIONS WITH ALL OTHER CONTRACTORS AS NECESSARY.
- PROVIDE AND INSTALL DAMPERS, TURNING VANES AND SPLITTERS AS REQUIRED FOR EFFICIENT OPERATION AND AIR DISTRIBUTION.
- EXHAUST FANS FURNISHED BY THIS CONTRACTOR, ELECTRICAL CONNECTIONS BY ELECTRICAL CONTRACTOR.
- INSTALL FLEXIBLE CONNECTIONS AT UNIT ON SUPPLY AND RETURN AIR DUCTS.
- EACH UNIT SHALL HAVE INSTALLED (1) PROGRAMMABLE THERMOSTAT EQUAL TO HONEYWELL T7350.
- PROVIDE VOLUME DAMPERS WITH LOCKING HANDLES IN BRANCH DUCTS WHEN ACCESSIBLE FROM ATTIC. TYPICALLY WHEN GYP BOARD CEILINGS ARE USED M.C. SHALL SUPPLY VOLUME DAMPERS IN THE THROAT OF THE SUPPLY GRILLES THAT ARE ACCESSIBLE FROM BELOW.
- PROVIDE AIR EXTRACTORS FOR ALL MAIN SUPPLY GRILLES.
- CONSTRUCT ALL DUCT WORK IN ACCORDANCE WITH ASHRAE STANDARDS. ALL DUCTWORK TO BE SEALED WITH MASTIC SEALANT.
- THIS CONTRACTOR SHALL INSTALL ALL SCHEDULE 40 PVC CONDENSATE DRAINS IN ATTIC AND ENCLOSED SPACES. INSTALL COPPER CONDENSATE DRAINS IN ALL EXPOSED AREAS. INSULATE IN ATTIC SPACES.
- PROVIDE CONDENSATE OVERFLOW DRAIN PAN IN ADDITION TO UNIT CONDENSATE DRAIN.
- UNLESS OTHERWISE NOTED, ROUTE ALL TOILET EXHAUST THRU THE ROOF. SUPPLY AND INSTALL INSECT SCREEN, RAIN HOOD AND ROOF JACK THAT IS COMPATIBLE WITH THE ROOFING TYPE.
- INSTALL SHEET METAL DUCT PER SMACNA. RECTANGULAR SIZES TO HAVE EXTERIOR 2" INSULATION. ROUND SIZES TO HAVE 2" EXTERIOR INSULATION. INSULATION EQUAL TO R-8 VALUE.
- CONTRACTOR SHALL BALANCE EACH UNIT WITH THE CFM SHOWN ON THE PLAN.



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10/11/2019
JOSE L. LOZANO
REGISTERED PROFESSIONAL ENGINEER
NO. 17823
STATE OF TEXAS

LAREDO RANCH
BLK 1278 LOT 1-4
2201 & 2215 LAREDO ST
LAREDO, TX

REV.	DESCRIPTION	DATE

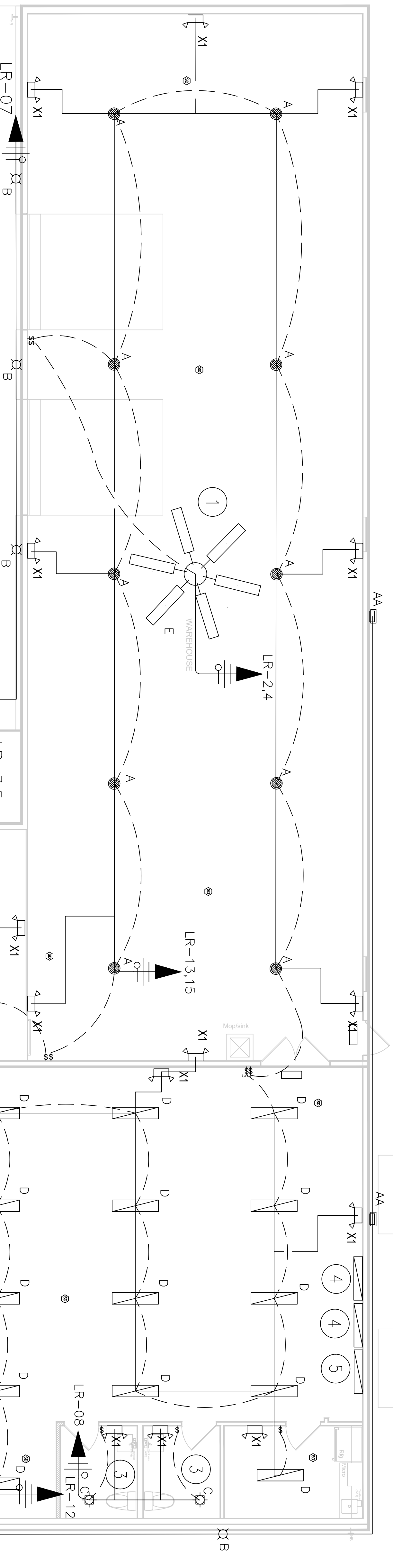
PROJ. NO. -
DATE: OCTOBER 11, 2019
SCALE: SEE PLAN

SHEET NAME:
MECHANICAL
DETAILS

SHEET NUMBER:
M-4

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LIGHTING GENERAL NOTES

SMOKE DETECTORS CANNOT BE WITHIN 3 FEET OF ANY CEILING FAN BLADE OR AIR CONDITION VENT.

LIGHTING KEYED NOTES

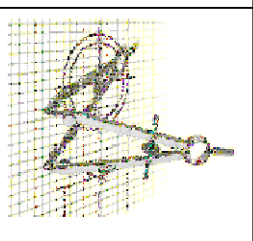
- 1 PROVIDE AND INSTALL A CEILING FAN 208V 3 PHASE.
- 2 PROVIDE SMOKE DETECTORS AS SHOWN. SHARE CIRCUIT #NG-02. SMOKE DETECTORS MUST BE AT LEAST 3 FEET AWAY FROM CEILING FAN OR HVAC GRILL.
- 3 EXHAUST FAN, LIGHT COMBO. INSTALL SEPARATE SWITCHES FOR EACH.
- 4 PROVIDE 120/208V 200A THREE PHASE ELECTRICAL PANEL.
- 5 PROVIDE 120/208V 100A THREE PHASE ELECTRICAL PANEL.

LIGHTING FIXTURE SCHEDULE

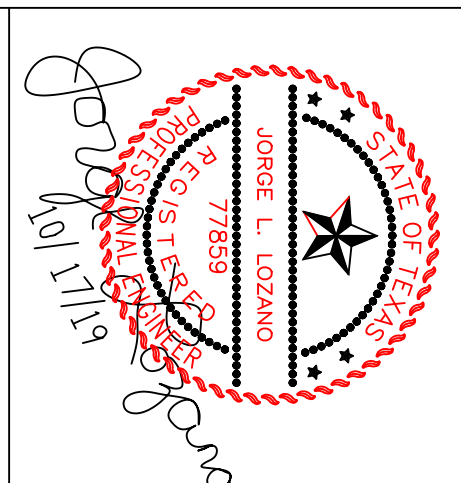
TYPE	LOCATION	DESCRIPTION	MOUNTING	WATTS	VOLTS	TYPE	LOCATION	DESCRIPTION	MOUNTING	WATTS	VOLTS
A	OPEN WAREHOUSE AND PORCH	HANGING LED HIGH BAY	HANGING	200	208	F	REST ROOM	COMBO LIGHT / EXHAUST FAN	CEILING	32	120
B	OUTSIDE WALL	WALL SCONCE	WALL	125	120	AA	OUTSIDE REAR	WALL PACK	WALL	125	120
C	PORCH	LED RECESSED CAN LIGHT	RECESSED	80	120	X1	EXIT DOOR	EXIT LIGHTS	RECESSED	32	120
D	RETAIL AREA	LED WRAP AROUND	HANGING	40	120	X2	EGRESS EMERGENCY LIGHTING	EMERGENCY LIGHTING BATTERY BACKUP	WALL	12	120
E	WAREHOUSE	CEILING FAN	HANGING	100	208	--	--	--	--	--	--

LIGHTING PLAN

SCALE: 3/16" = 1'-0"



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LAREDO RANCH HEIGHTS
BLK 1278 LOT 1-4
2201 LAREDO ST.
LAREDO, TX 78041

REV	DESCRIPTION	DATE

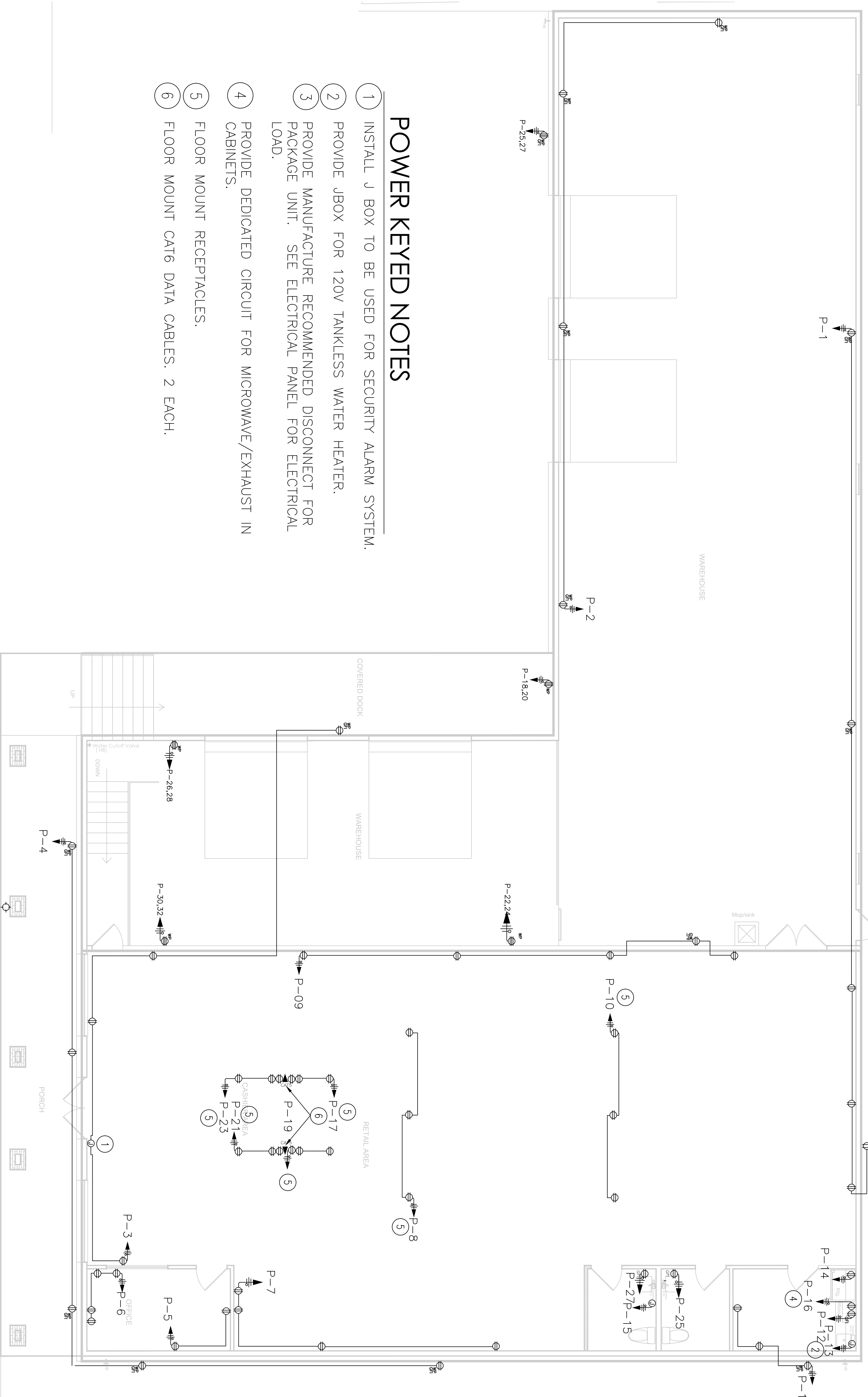
REVISIONS

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SHEET NUMBER: **E1.1**



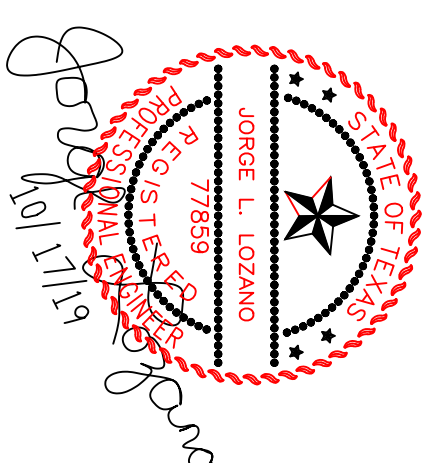
POWER KEYED NOTES

- 1 INSTALL J BOX TO BE USED FOR SECURITY ALARM SYSTEM.
- 2 PROVIDE JBOX FOR 120V TANKLESS WATER HEATER.
- 3 PROVIDE MANUFACTURE RECOMMENDED DISCONNECT FOR PACKAGE UNIT. SEE ELECTRICAL PANEL FOR ELECTRICAL LOAD.
- 4 PROVIDE DEDICATED CIRCUIT FOR MICROWAVE/EXHAUST IN CABINETS.
- 5 FLOOR MOUNT RECEPTACLES.
- 6 FLOOR MOUNT CAT6 DATA CABLES. 2 EACH.

SYMBOL LEGEND

- J-BOX/PULL BOX
- DUPLEX RECEPTACLE
- SPECIAL RECEPTACLE
- TWISTLOCK RECEPTACLE ON "SO" CORD
- HOMERUN WITH CIRCUIT #
- DISCONNECT, AMPS, FUSED OR NON-FUSED AS NOTED
- ABOVE FINISHED FLOOR
- GROUND FAULT INTERRUPT
- GALVANIZED RIGID CONDUIT
- KEYED NOTE - NUMBER AS NOTED
- CABLE TV CONNECTION
- PHONE CONNECTION
- SINGLE POLE LIGHT SWITCH
- DOOR BELL

**LAREDO RANCH HEIGHTS
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DATE:	
SCALE:	
SHEET NAME:	

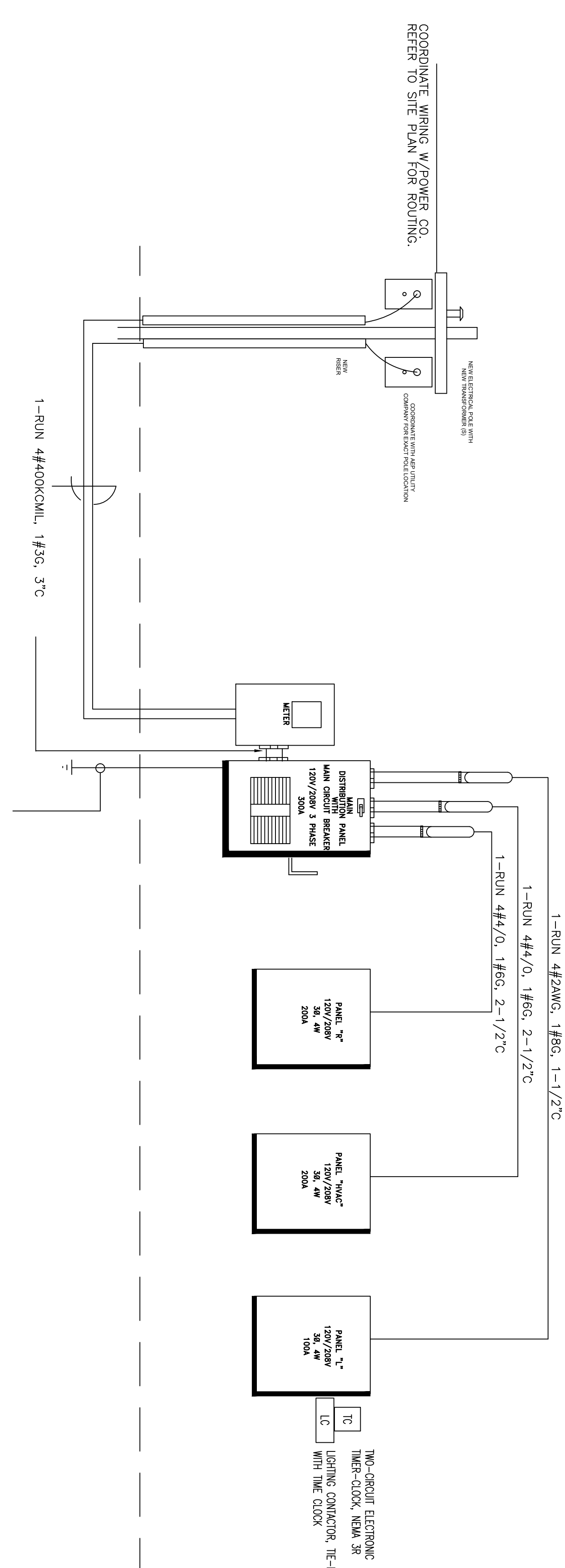
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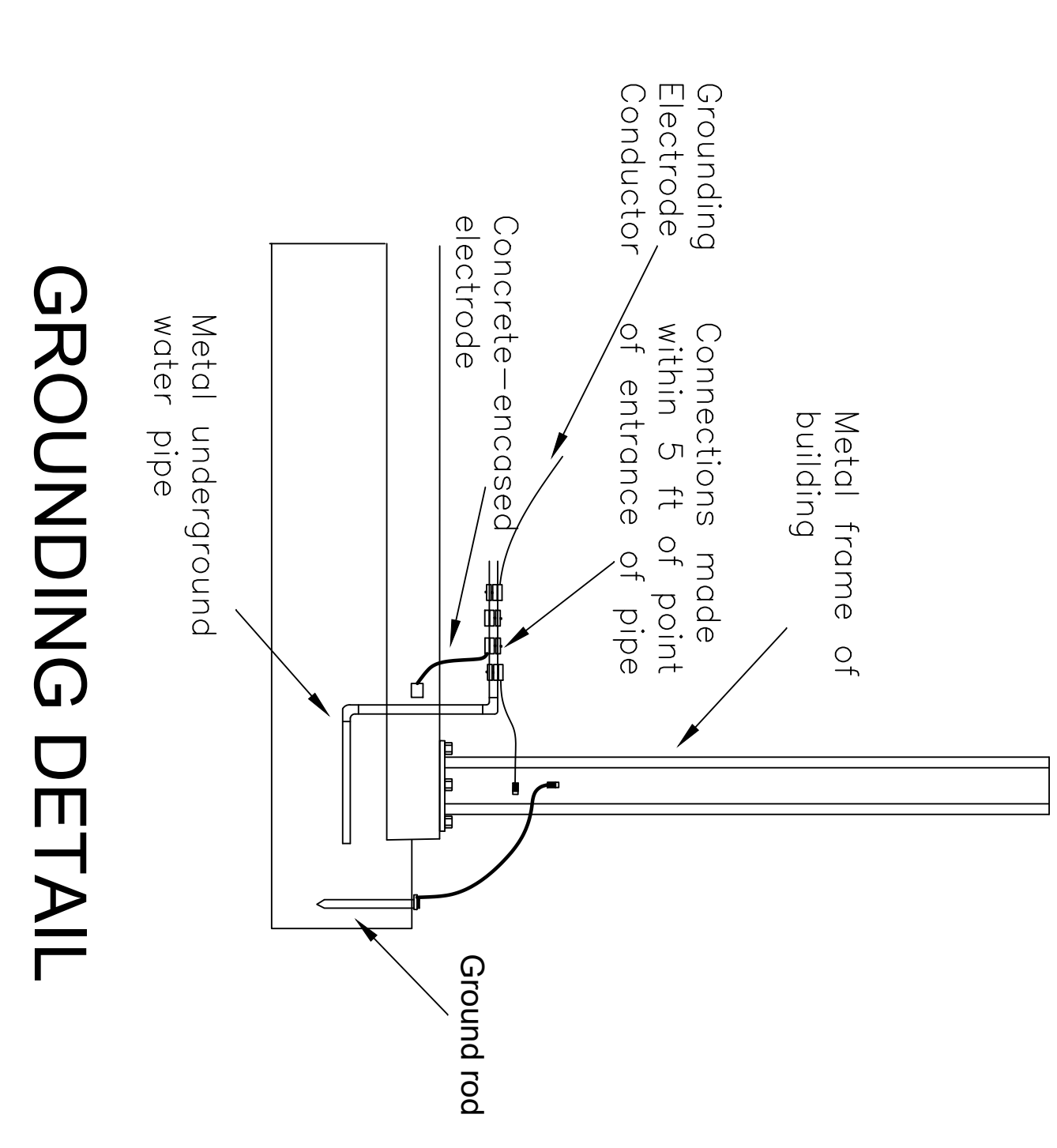
POWER FLOOR PLAN

SCALE: 3/16" = 1'-0"

SHEET NUMBER:
E2.1



1 #36, 5/8" x 8'-0" COPPER/CLAD GROUNDING ROD & ELECTRODE.
 PROVIDE GROUNDING ELECTRODE SYSTEM PER NEC 2017, ART. 250.50,
 250.52 AND 250.53, BONDING TO COMPLY WITH NEC 2017, ART. 250.92.



PANEL: "P"				RATING: 200A				KALC: 12			
VOLTAGE: 208/120				PHASE: 3 PH				MAN: 125A MOO			
CIRC NO.	EQUIPMENT	KVA	TRIP/POLE	A	B	C	BREAKER TRIP/POLE	KVA	EQUIPMENT	CIRC NO.	
1	RECEPTACLES	1.1	20/1	•	•	•	20/1	0.7	RECEPTACLES	2	
3	RECEPTACLES	0.9	20/1	•	•	•	20/1	0.9	RECEPTACLES	4	
5	RECEPTACLES	0.7	20/1	•	•	•	20/1	0.7	RECEPTACLES	6	
7	RECEPTACLES	0.7	20/1	•	•	•	20/1	0.7	RECEPTACLES	8	
9	RECEPTACLES	0.6	20/1	•	•	•	20/1	0.6	RECEPTACLES	10	
11	RECEPTACLES	0.6	20/1	•	•	•	20/1	0.2	RECEPTACLES	12	
13	RECEPTACLES	0.6	20/1	•	•	•	20/1	1.0	RECEPTACLES	14	
15	WALLSWITCH WATER VALVE	1.8	20/1	•	•	•	20/1	1.5	RECEPTACLES	16	
17	RECEPTACLES	0.3	20/1	•	•	•	46/2	4.5	RECEPTACLES	18	
19	RECEPTACLES	0.3	20/1	•	•	•	46/2	4.5	RECEPTACLES	20	
21	RECEPTACLES	0.3	20/1	•	•	•	46/2	4.5	RECEPTACLES	22	
23	RECEPTACLES	0.3	20/1	•	•	•	46/2	4.5	RECEPTACLES	24	
25	RECEPTACLES	0.3	40/2	•	•	•	46/2	4.5	RECEPTACLES	26	
27	RECEPTACLES	0.3	40/2	•	•	•	46/2	4.5	RECEPTACLES	28	
29	RECEPTACLES	0.3	40/2	•	•	•	46/2	4.5	RECEPTACLES	30	
31	RECEPTACLES	0.3	40/2	•	•	•	46/2	4.5	RECEPTACLES	32	
33	RECEPTACLES	0.3	40/2	•	•	•	46/2	4.5	RECEPTACLES	34	
35	RECEPTACLES	0.3	40/2	•	•	•	46/2	4.5	RECEPTACLES	36	
37	RECEPTACLES	0.3	40/2	•	•	•	46/2	4.5	RECEPTACLES	38	
39	RECEPTACLES	0.3	40/2	•	•	•	46/2	4.5	RECEPTACLES	40	
41	RECEPTACLES	0.3	40/2	•	•	•	46/2	4.5	RECEPTACLES	42	
PHASE A LOAD: 16.3 KVA				AVERAGE AMPS: 123.6							
PHASE B LOAD: 11.6 KVA											
PHASE C LOAD: 11.6 KVA											
TOTAL LOAD: 44.5 KVA											

PANEL: "P"				RATING: 100A				KALC: 12			
VOLTAGE: 208/120				PHASE: 3 PH				MAN: 125A MOO			
CIRC NO.	EQUIPMENT	KVA	TRIP/POLE	A	B	C	BREAKER TRIP/POLE	KVA	EQUIPMENT	CIRC NO.	
1	LIGHTS	1.3	100	•	•	•	15/3	1.0	FM	2	
3	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	4	
5	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	6	
7	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	8	
9	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	10	
11	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	12	
13	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	14	
15	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	16	
17	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	18	
19	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	20	
21	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	22	
23	LIGHTS	0.3	100	•	•	•	15/3	1.0	FM	24	
PHASE A LOAD: 4.2 KVA				AVERAGE AMPS: 25.8							
PHASE B LOAD: 3.5 KVA											
PHASE C LOAD: 1.6 KVA											
TOTAL LOAD: 9.3 KVA											

PANEL: HVAC				RATING: 200A				KALC: 12			
VOLTAGE: 208/120				PHASE: 3 PH				MAN: 125A MOO			
CIRC NO.	EQUIPMENT	KVA	TRIP/POLE	A	B	C	BREAKER TRIP/POLE	KVA	EQUIPMENT	CIRC NO.	
1	HVAC	8.6	80/3	•	•	•	80/3	8.6	HVAC	2	
3	HVAC	8.6	80/3	•	•	•	80/3	8.6	HVAC	4	
5	HVAC	8.6	80/3	•	•	•	80/3	8.6	HVAC	6	
7	HVAC	8.6	80/3	•	•	•	80/3	8.6	HVAC	8	
9	HVAC	8.6	80/3	•	•	•	80/3	8.6	HVAC	10	
11	HVAC	8.6	80/3	•	•	•	80/3	8.6	HVAC	12	
PHASE A LOAD: 17.2 KVA				AVERAGE AMPS: 143.4							
PHASE B LOAD: 17.2 KVA											
PHASE C LOAD: 17.2 KVA											
TOTAL LOAD: 51.6 KVA											

PANEL: MDP				RATING: 300A				KALC: 12			
VOLTAGE: 208/120				PHASE: 3 PH				MAN: 125A MOO			
CIRC NO.	EQUIPMENT	KVA	TRIP/POLE	A	B	C	BREAKER TRIP/POLE	KVA	EQUIPMENT	CIRC NO.	
1	HVAC	17.2	200/3	•	•	•	200/3	18.3	P	2	
3	HVAC	17.2	200/3	•	•	•	200/3	18.3	P	4	
5	HVAC	17.2	200/3	•	•	•	200/3	18.3	P	6	
7	HVAC	17.2	200/3	•	•	•	200/3	18.3	P	8	
9	HVAC	17.2	200/3	•	•	•	200/3	18.3	P	10	
11	HVAC	17.2	200/3	•	•	•	200/3	18.3	P	12	
PHASE A LOAD: 52.3 KVA				AVERAGE AMPS: 340.0							
PHASE B LOAD: 38.0 KVA											
PHASE C LOAD: 32.1 KVA											
TOTAL LOAD: 122.4 KVA											

LAREDO RANCH						
LOAD ANALYSIS	120/208V	3 PHASE	4 WIRES			
DESCRIPTION	KVA	FACT.	KVA	AMPS	WSA	
LIGHTS	8.5	1.25	10.6	--	--	--
RECEPTACLES (1st 10K @ 100%)	16.5	0.50	13.5	--	--	--
COOLING	42.0	1.00	42.0	--	--	--
MISC	32.0	0.75	24.0	--	--	--
FUTURE			22.0	--	--	--
TOTAL:	231		112.0	311	600	

1 ELECTRICAL PANELS AND RISER
 SCALE: UNITS

REVISIONS

REV	DESCRIPTION	DATE

PROJ. NO. _____
 DATE: _____
 SCALE: _____
 SHEET NAME: _____

SHEET NUMBER: **E3.1**

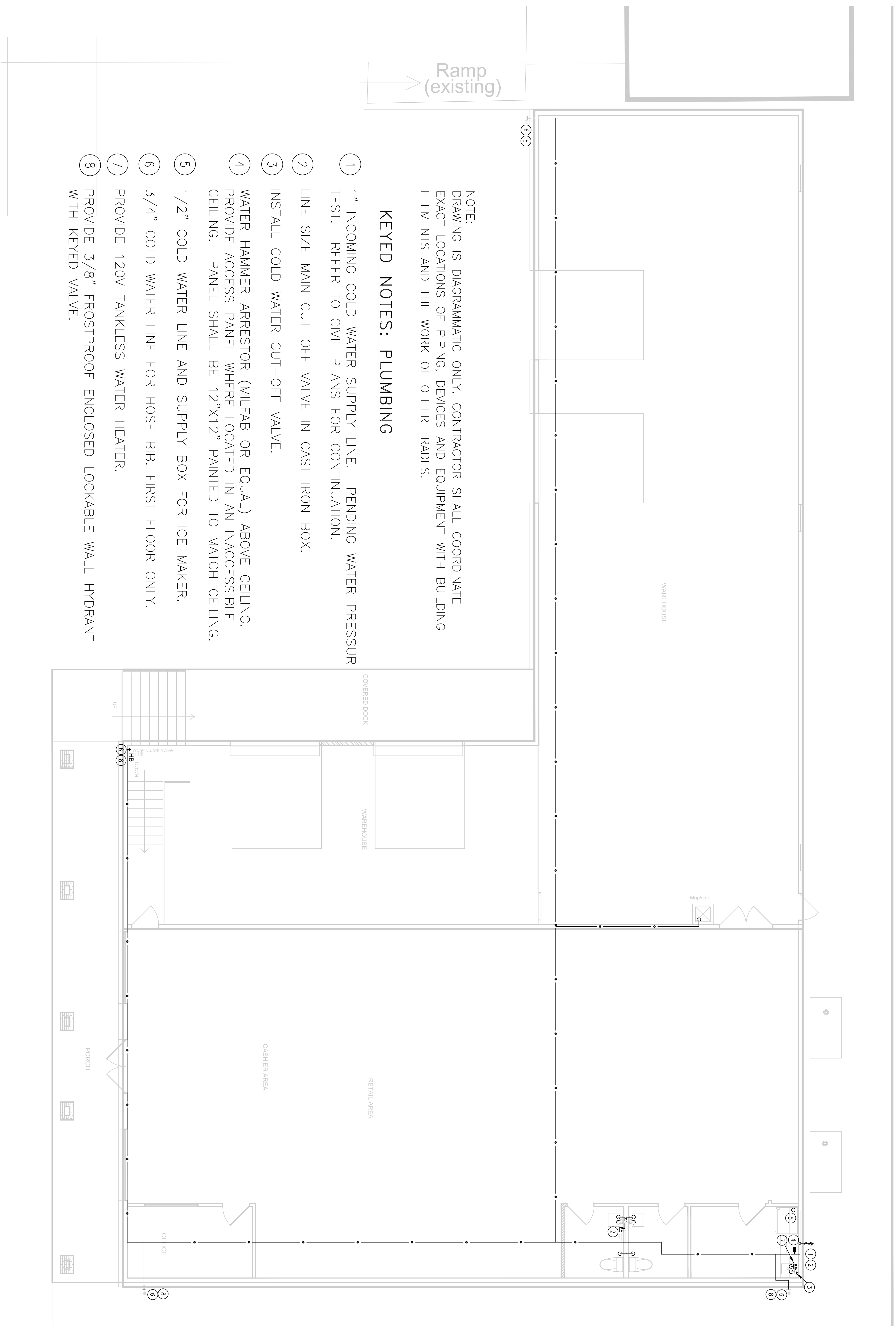
**LAREDO RANCH HEIGHTS
 BLK 1278 LOT 1-4
 2201 LAREDO ST.
 LAREDO, TX 78041**

Professional Engineer Seal: LAREDO, TEXAS, ENGINEER, NO. 77859, JOHN R. LOZANO, 10/11/11

LEC
LOZANO ENGINEERING & CONSULTING

P.O. BOX 450607
 LAREDO, TEXAS 78045

TEL: (956) 285-7684
 FIRM # 9677



Ramp
(existing)

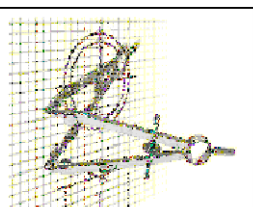
NOTE:
DRAWING IS DIAGRAMMATIC ONLY. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS OF PIPING, DEVICES AND EQUIPMENT WITH BUILDING ELEMENTS AND THE WORK OF OTHER TRADES.

KEYED NOTES: PLUMBING

- ① 1" INCOMING COLD WATER SUPPLY LINE. PENDING WATER PRESSURE TEST. REFER TO CIVIL PLANS FOR CONTINUATION.
- ② LINE SIZE MAIN CUT-OFF VALVE IN CAST IRON BOX.
- ③ INSTALL COLD WATER CUT-OFF VALVE.
- ④ WATER HAMMER ARRESTOR (MILFAB OR EQUAL) ABOVE CEILING. PROVIDE ACCESS PANEL WHERE LOCATED IN AN INACCESSIBLE CEILING. PANEL SHALL BE 12"X12" PAINTED TO MATCH CEILING.
- ⑤ 1/2" COLD WATER LINE AND SUPPLY BOX FOR ICE MAKER.
- ⑥ 3/4" COLD WATER LINE FOR HOSE BIB. FIRST FLOOR ONLY.
- ⑦ PROVIDE 120V TANKLESS WATER HEATER.
- ⑧ PROVIDE 3/8" FROSTPROOF ENCLOSED LOCKABLE WALL HYDRANT WITH KEYPED VALVE.

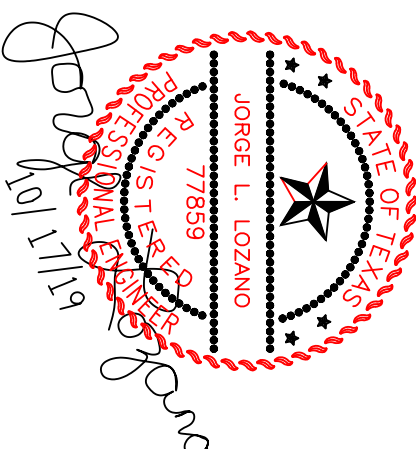
PLUMBING WATER SUPPLY FLOOR PLAN

SCALE: 1/4" = 1'-0"



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FIRM # 9677



**LAREDO RANCH HEIGHTS
BLK 1278 LOT 1-4
2201 LAREDO ST.
LAREDO, TX 78041**

REVISIONS		
REV	DESCRIPTION	DATE

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The Professional Engineer seal affixed to this sheet is the seal of the State of Texas. All drawings, instruments or other documents prepared by this Engineer and the Engineer's firm, or any other person, shall be void and null and void if the seal is removed or altered in any way.

PROJ. NO. _____
DATE: _____
SCALE: _____
SHEET NAME: _____

SHEET NUMBER:
P2.1

GENERAL NOTES

- A. SPECIFICATIONS, REFER TO U.E.P. SHEET, "GENERAL CONDITIONS" /
- B. ALL WORK SHALL BE IN ACCORDANCE WITH THE U.E.P. SHEET, "GENERAL CONDITIONS" /
- C. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE WORK IS COMPLETED THROUGHOUT THE DOCUMENT SET AND CANNOT BE DOCUMENT SET.
- D. COMPENSATE WITH THE WORK OF OTHER SECTIONS, EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND AS SHOWN ON THE PROJECT DRAWINGS. ALL WORK SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND AS SHOWN ON THE PROJECT DRAWINGS. ALL WORK SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND AS SHOWN ON THE PROJECT DRAWINGS.
- E. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE WORK IS COMPLETED THROUGHOUT THE DOCUMENT SET AND CANNOT BE DOCUMENT SET.
- F. ALL WORK SHALL COMPLY WITH STATE AND LOCAL CODE REQUIREMENTS AND APPROVED SECTIONS OF ANY FEDERAL REGULATIONS AT THE TIME OF THE WORK. ALL WORK SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND AS SHOWN ON THE PROJECT DRAWINGS.
- G. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE WORK IS COMPLETED THROUGHOUT THE DOCUMENT SET AND CANNOT BE DOCUMENT SET.
- H. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE WORK IS COMPLETED THROUGHOUT THE DOCUMENT SET AND CANNOT BE DOCUMENT SET.
- I. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE WORK IS COMPLETED THROUGHOUT THE DOCUMENT SET AND CANNOT BE DOCUMENT SET.
- J. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE WORK IS COMPLETED THROUGHOUT THE DOCUMENT SET AND CANNOT BE DOCUMENT SET.
- K. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE WORK IS COMPLETED THROUGHOUT THE DOCUMENT SET AND CANNOT BE DOCUMENT SET.
- L. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE WORK IS COMPLETED THROUGHOUT THE DOCUMENT SET AND CANNOT BE DOCUMENT SET.

GENERAL PLUMBING NOTES

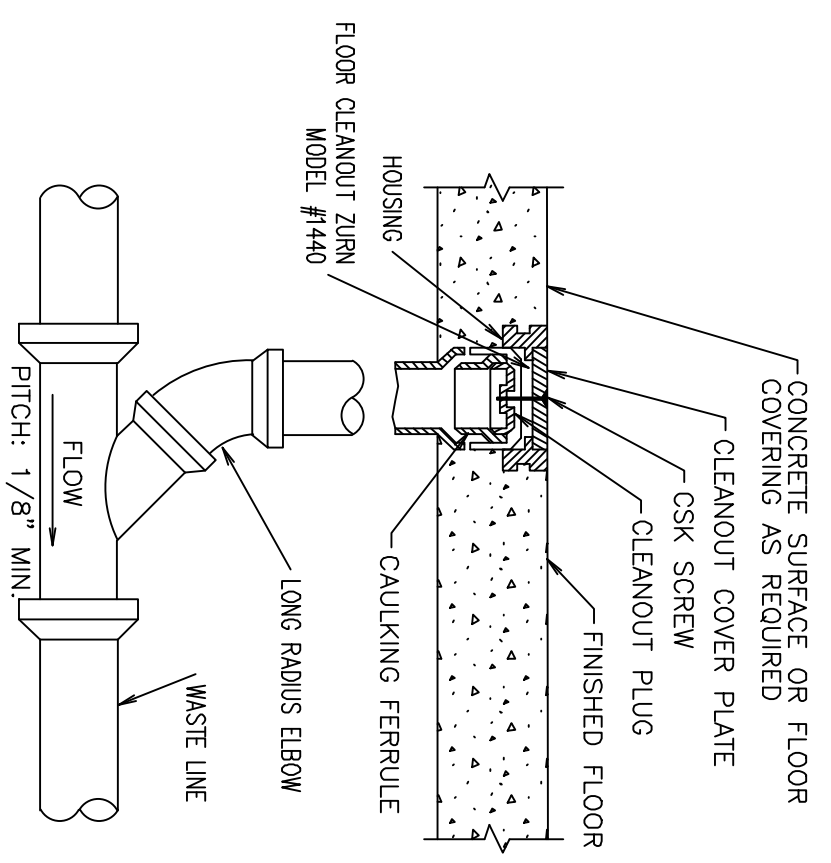
1. ALL ROOF PENETRATIONS SHALL BE MADE BY LANDSCAPES ROOFING CONTRACTOR.
2. SAW CUT SLAB MINIMUM 3" FOR SLAB OPENINGS FOR UNDERGROUND UTILITIES.
3. ALL UTILITY LINES NEED TO BE WITHIN LEASING PREMISES.

WATER HAMMER ARRESTOR SCHEDULE	TOP CROSS REF.	N.P.T.	FIXTURE UNIT CAPACITY	LOCATION	SINK CHER MODEL NO OR EQUAL	REMARKS
WH-1	1"	3360	ACCESSIBLE VALETIC SPOONER PANEL	64C	PISTON TYPE OPERATION MAINTENANCE FREE MIN-D-5008 TYPE II, TYPE II, NON-BLADDER TYPE PD-WH-201 (R1989)	

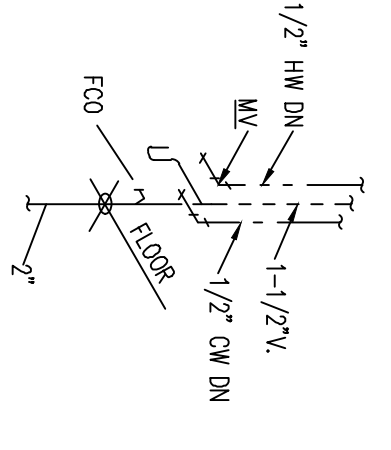
PLUMBING FIXTURE CONNECTION SCHEDULE

MARK	FIXTURE	CM	HW	W	V	REMARKS
P-1	WATER CLOSET	3/4"	-	4"	2"	KOHLER "WELLWORTH" MODEL #K3422 FLOOR MOUNTED, 1.6 GALLONS PER FLUSH, VITREOUS CHINA, 1.6 GALLONS PER FLUSH, ELONGATED, OPEN FRONT WITH COVER AND HEAVY DUTY STAINLESS STEEL HARDWARE AND CHECK HINGES.
P-2	LAVATORY	1/2"	1/2"	2"	1-1/2"	CHURCH MODEL #295C, SOLID PLASTIC, ELONGATED, OPEN FRONT WITH COVER AND HEAVY DUTY STAINLESS STEEL HARDWARE AND CHECK HINGES.
P-3	ICE MAKER SUPPLY BOX	1/2"	1/2"	-	-	ICE MAKER SUPPLY BOX WITH WATER-TITE ICE MAKER SUPPLY AND PRE-INSTALLED WATER HAMMER ARRESTOR.
P-4	ICE MAKER SUPPLY BOX	1/2"	1/2"	-	-	ICE MAKER SUPPLY BOX WITH WATER-TITE ICE MAKER SUPPLY AND PRE-INSTALLED WATER HAMMER ARRESTOR.
P-5	ICE MAKER SUPPLY BOX	1/2"	1/2"	-	-	ICE MAKER SUPPLY BOX WITH WATER-TITE ICE MAKER SUPPLY AND PRE-INSTALLED WATER HAMMER ARRESTOR.

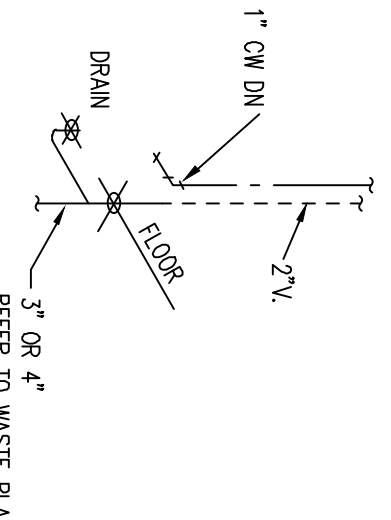
1 DETAIL - FLOOR CLEANOUT
SCALE: NOT TO SCALE



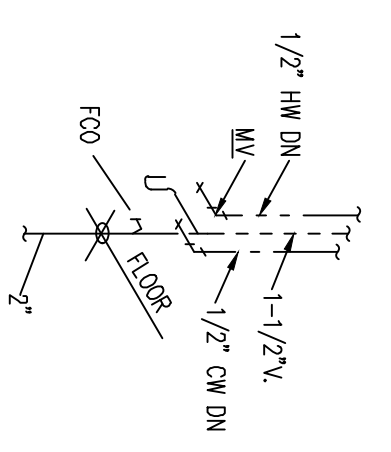
2 SINK RISER
SCALE: NOT TO SCALE



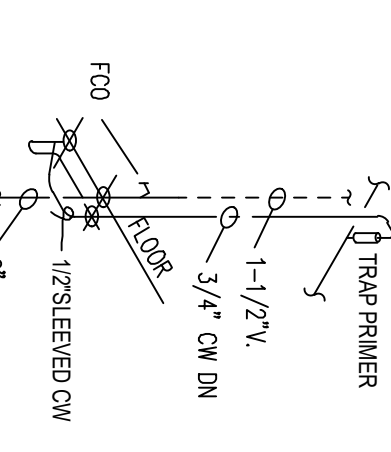
3 RISER WATER CLOSET
SCALE: NOT TO SCALE



4 RISER LAVATORY
SCALE: NOT TO SCALE

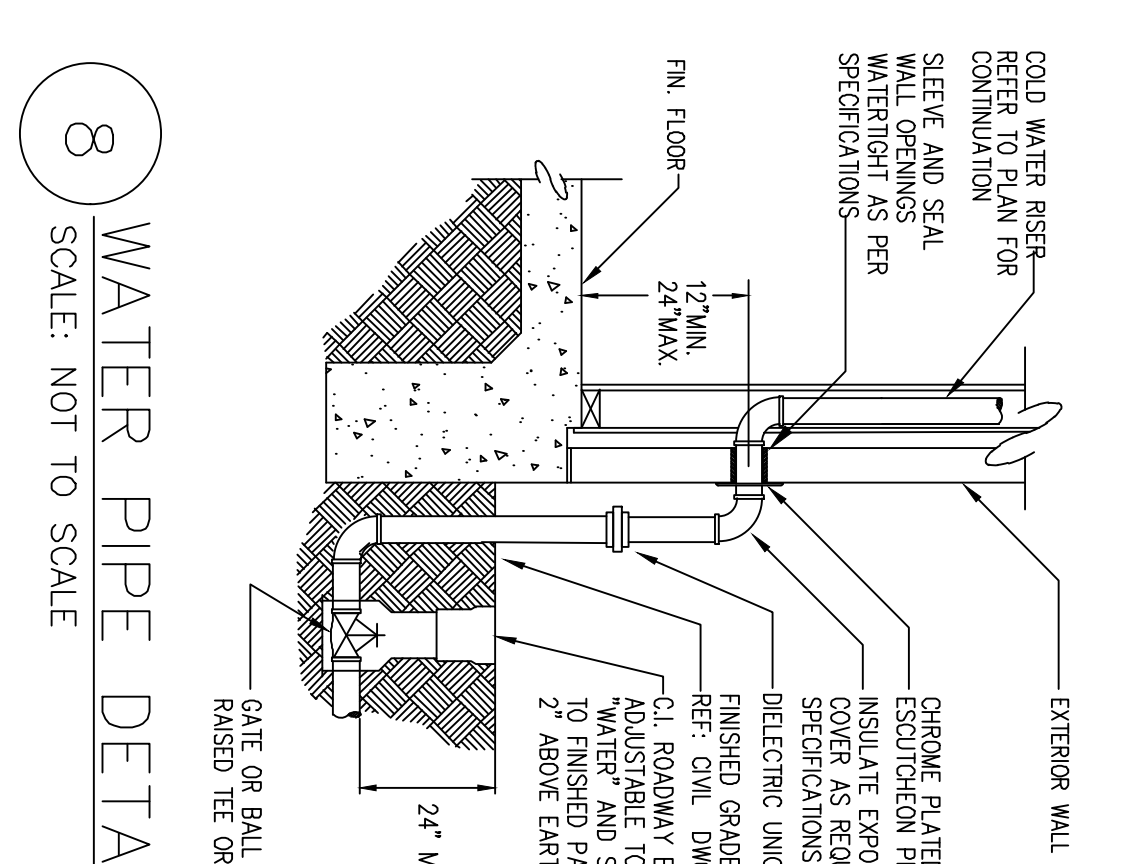
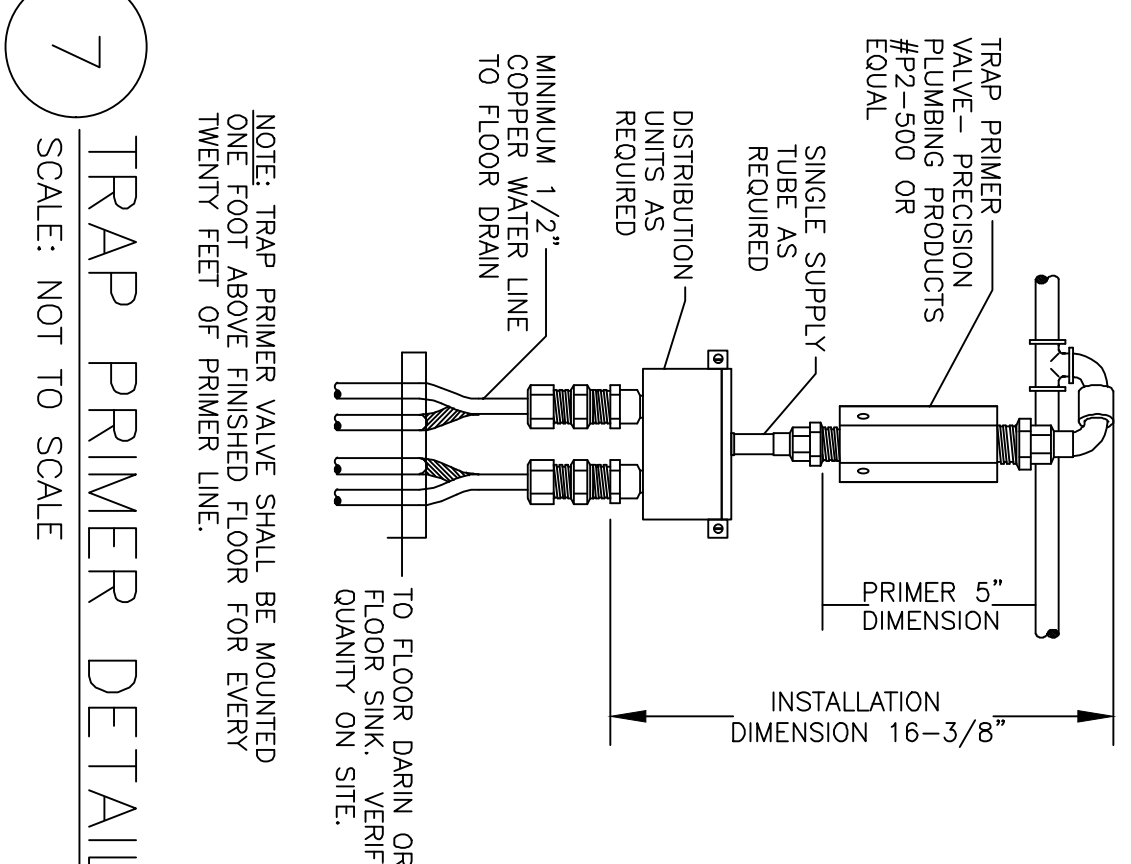
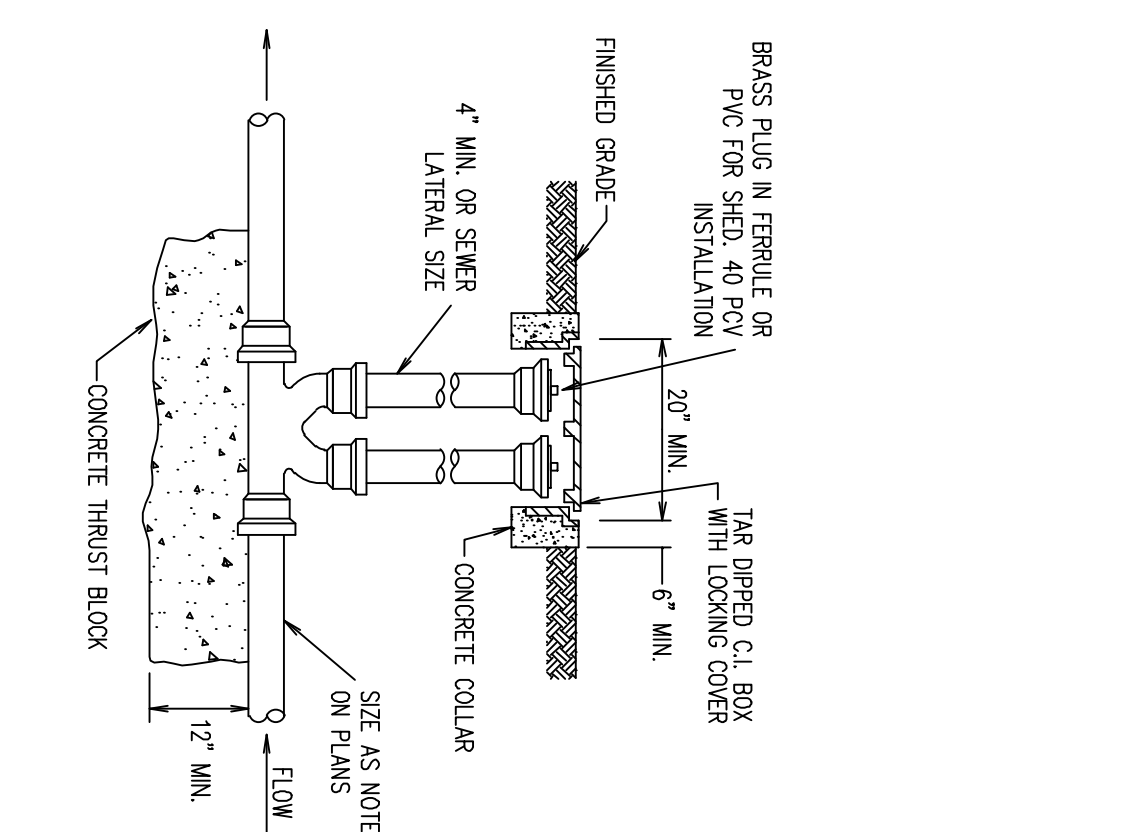


5 RISER FLOOR DRAIN
SCALE: NOT TO SCALE

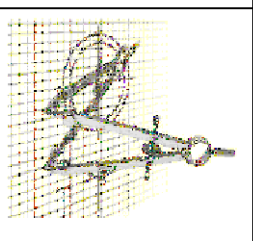


WATER HEATER SCHEDULE

MARK	STORAGE GALLONS	RECOVERY GPH	DEGREE RISE DEG F	WATER TEMP LEANING	WATER INLET	WATER OUTLET	VOLTAJE/PHASE	ELEMENTS KW	DESCRIPTION
WH-1	---	20.2	60	115	3/8"	3/8"	120 / 1 PHASE	1.8	CHROMIUM LARS SR-15L/720 HTR-1

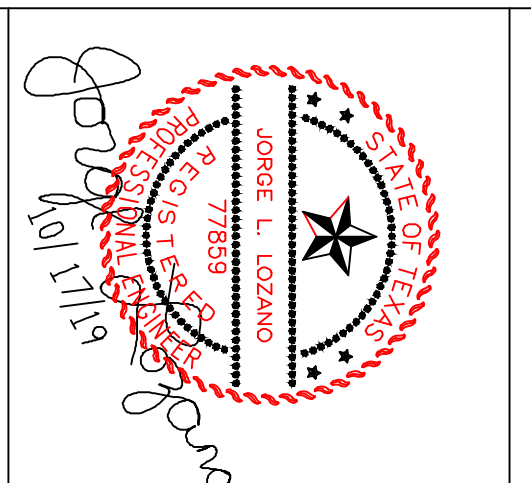


1 PLUMBING DETAILS AND SCHEDULES
SCALE: NTS



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P.O. BOX 450607
LAREDO, TEXAS 78045
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FIRM # 9677

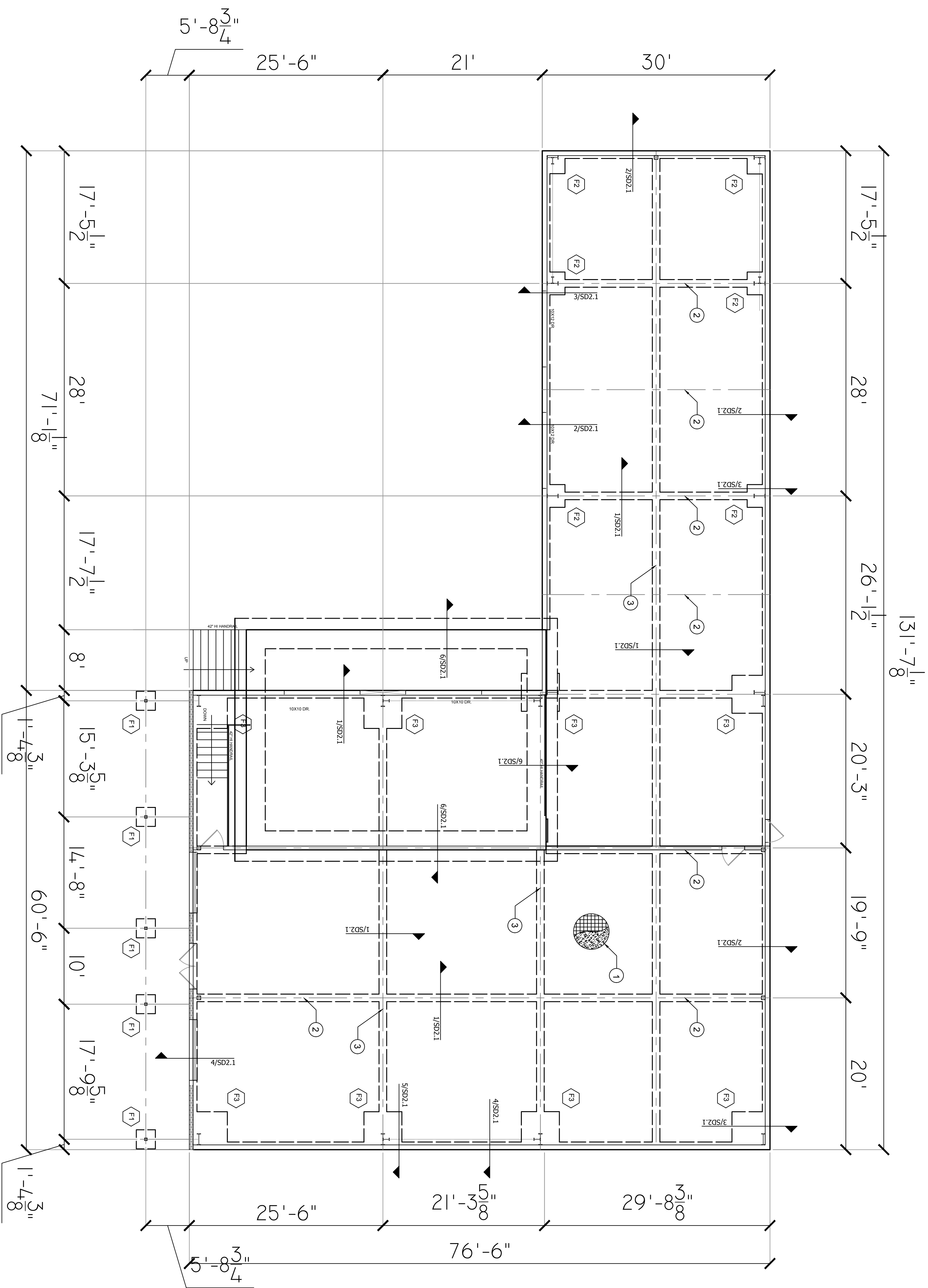


**LAREDO RANCH HEIGHTS
BLK 1278 LOT 1-4
2201 LAREDO ST.
LAREDO, TX 78041**

REVISIONS	DESCRIPTION	DATE

PROJ. NO. _____
DATE: _____
SCALE: _____
SHEET NAME: _____

SHEET NUMBER:
P3.1



FOUNDATION NOTES:

1. SEE SHEET S2.1 FOR GENERAL NOTES
2. SEE SHEET S2.1 FOR TYPICAL DETAILS
3. CONTRACTOR IS RESPONSIBLE FOR LOCATION OF ALL FLOOR FINISHES AND FINISH FLOOR ELEVATION. THE FINISH FLOOR ELEVATION SHALL BE NOTED ON THE STRUCTURAL NOTES OF THIS PLAN.
4. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY FIELD WORK. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING WORK.
5. ABBREVIATIONS:
 C.L.C. = CENTER LINE OF COLUMN
 F.O.W. = FACE OF WALL
 C.L.W. = CENTER LINE OF WALL
 F.F.E. = FINISH FLOOR ELEVATION
6. ALL ELEVATIONS REFERENCED HEREIN ARE FROM THE FINISH FLOOR ELEVATION UNLESS OTHERWISE NOTED TO CIVIL PLANS FOR FINAL BUILDING ELEVATION.

FOUNDATION KEYS NOTES:

1. 5/4" CONCRETE SLAB REINFORCED WITH #4 @ 16" O.C. EACH WAY GENERATED IN CONCRETE SLAB THICKNESS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY FIELD WORK. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING WORK.
2. SLAB CONTRACTION JOINT AS PER S1.2
3. SLAB EXPANSION JOINT AS PER S2.1

1 FOUNDATION PLAN

SCALE 3/8" = 1'-0"

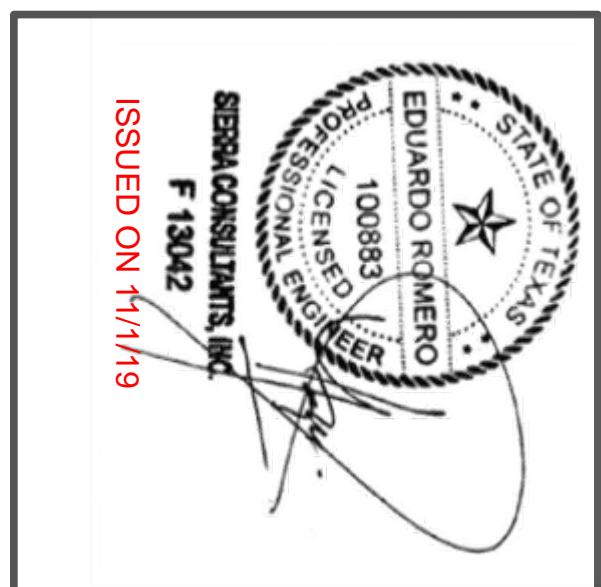
BEAM AND SLAB SCHEDULE						
BEAM WIDTH	BEAM DEPTH	REINF.	STIRRUPS	SLAB THICKNESS	SLAB REINF.	BEAM LOCATION
12"	32"	2#6 TOP 2#6 BOTTOM	#3 @ 16" O.C.	5"	#4 @ 16" O.C. BOTH WAYS	

SOIL DATA:

1. THIS FOUNDATION HAS BEEN DESIGNED UTILIZING SOIL TEST REPORT BY O'CONNOR ENGINEERING & TESTING, INC., DATED OCTOBER, 16 2019.
 SOIL CLASSIFICATION: SILTY CLAY (CL)
 PLASTICITY INDEX: 22

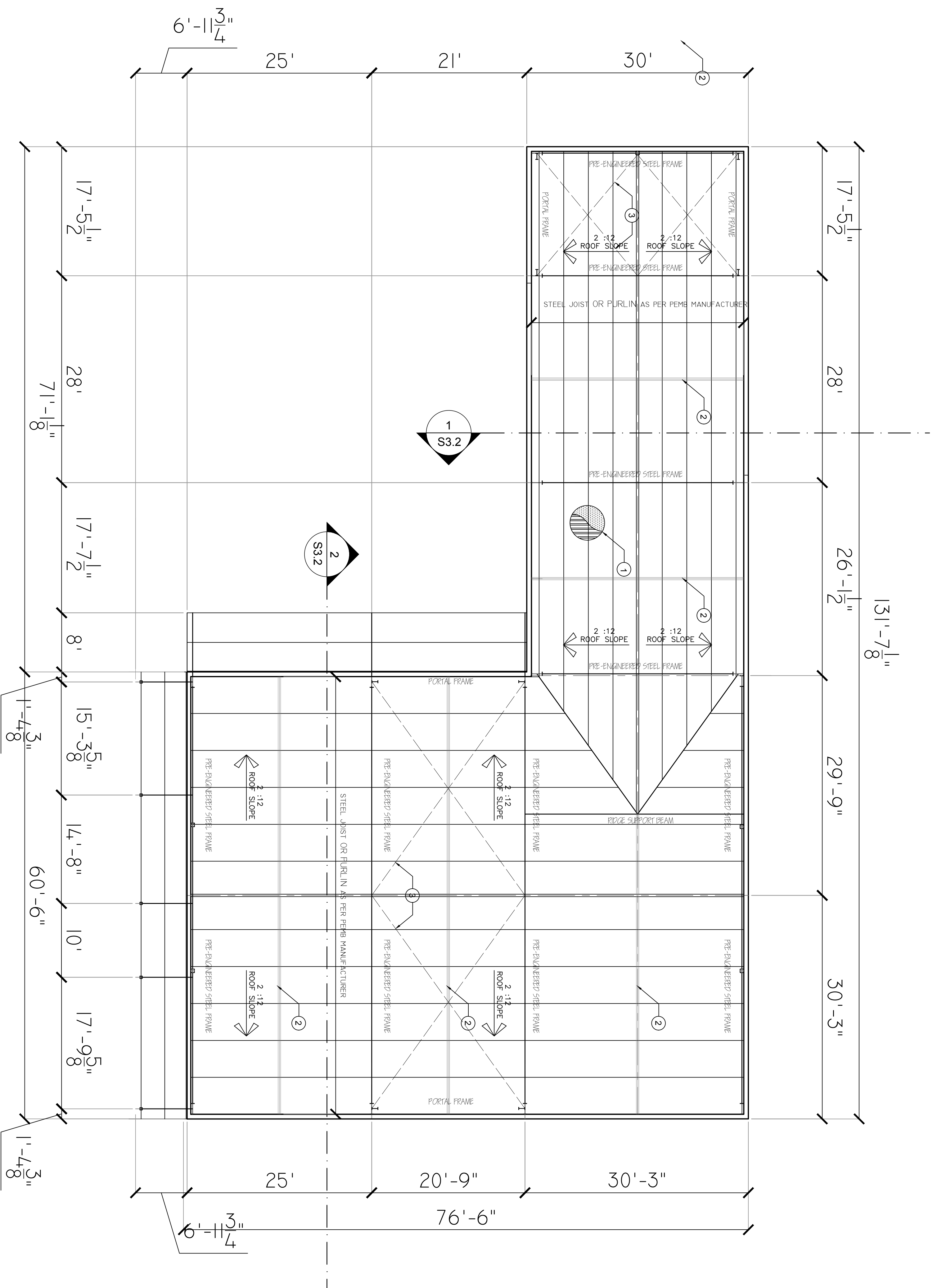
PROJECT	RANCH STORE
PLAN NAME	FOUNDATION PLAN
	LAREDO, TX

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SIERRA CONSULTANTS
 STRUCTURAL ENGINEERS
 Eduardo Romero P.E.
 Laredo, TX 78045
 210.630.0050
 sierraconsultants@yahoo.com

PROJECT:	L-19-041	SHEET:	S2.1
DATE:	10/31/19	SCALE:	1/16" = 1'-0"
DRAWN:	ER	REVISIED:	ER



1 ROOF FRAMING PLAN

SCALE 1/8" = 1'-0"

ROOF FRAMING NOTES:

1. SEE SHEET S1.1 FOR GENERAL NOTES
2. NOT USED.
3. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION COORDINATE WITH ARCHITECTURAL PLANS. VERIFY ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY RELATED WORK. CONTRACTORS/CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO DESIGN/ENGINEER BEFORE WORK COMMENCES
4. WALL LEGEND:
 ████████ INDICATES EXTERIOR WALL
 ████████ INDICATES INTERIOR WALL

5. ABBREVIATIONS:

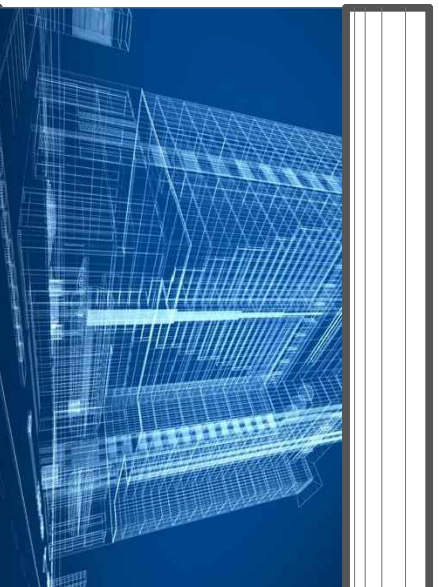
- CLC = CENTER LINE OF COLUMN
- CFW = FACE OF WALL
- CLW = CENTER LINE OF WALL
- CLB = CENTER LINE OF BEAM
- FFE = FINISH FLOOR ELEVATION

6. ALL ELEVATIONS REFERENCED HEREIN ARE FROM THE BUILDING FINISHED FLOOR ELEVATION 0'-0" IN LACK OF A SITE PLAN THE GENERAL CONTRACTOR SHALL VERIFY EXISTING FPD ELEVATIONS FOR FINAL SLAB ELEVATION.

7. ALL WELDS NOT CALLED OR INDICATED ON DETAILS SHALL BE 3/8" FILLETS.

KEYED STEEL FRAMING NOTES:

1. 24 GA STANDING SEAMED METAL ROOF SYSTEM W/RAFT PER MANUFACTURERS SPECIFICATIONS AND HARDWARE AS PER MANUFACTURERS SPECIFICATIONS.
2. PURLIN BRIDGING AS PER THE PEMB SPECIFICATIONS.
3. ROOF BRACING AS PER PEMB MANUFACTURER



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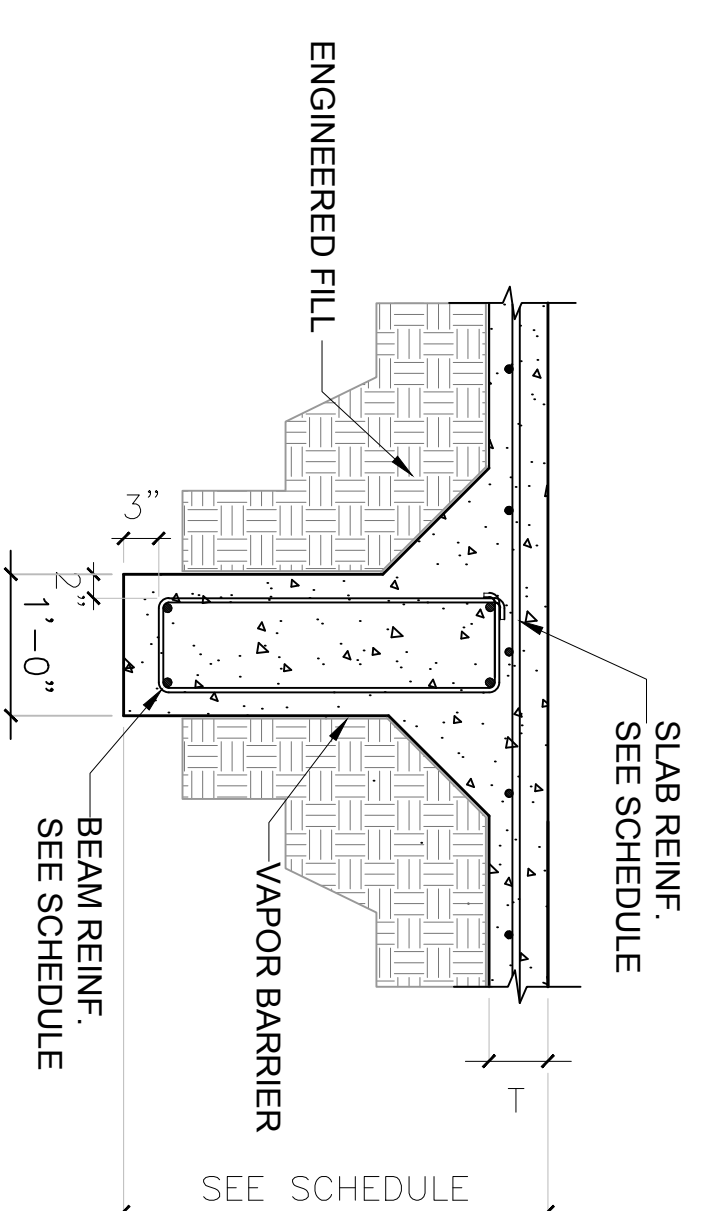
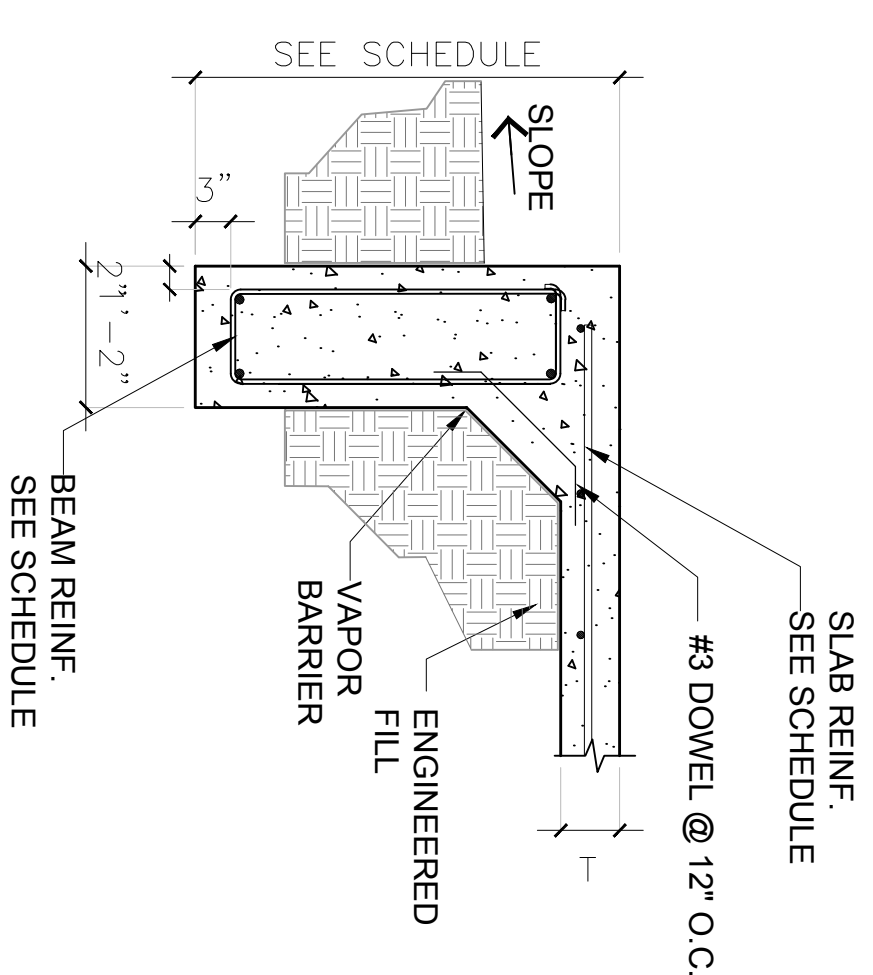
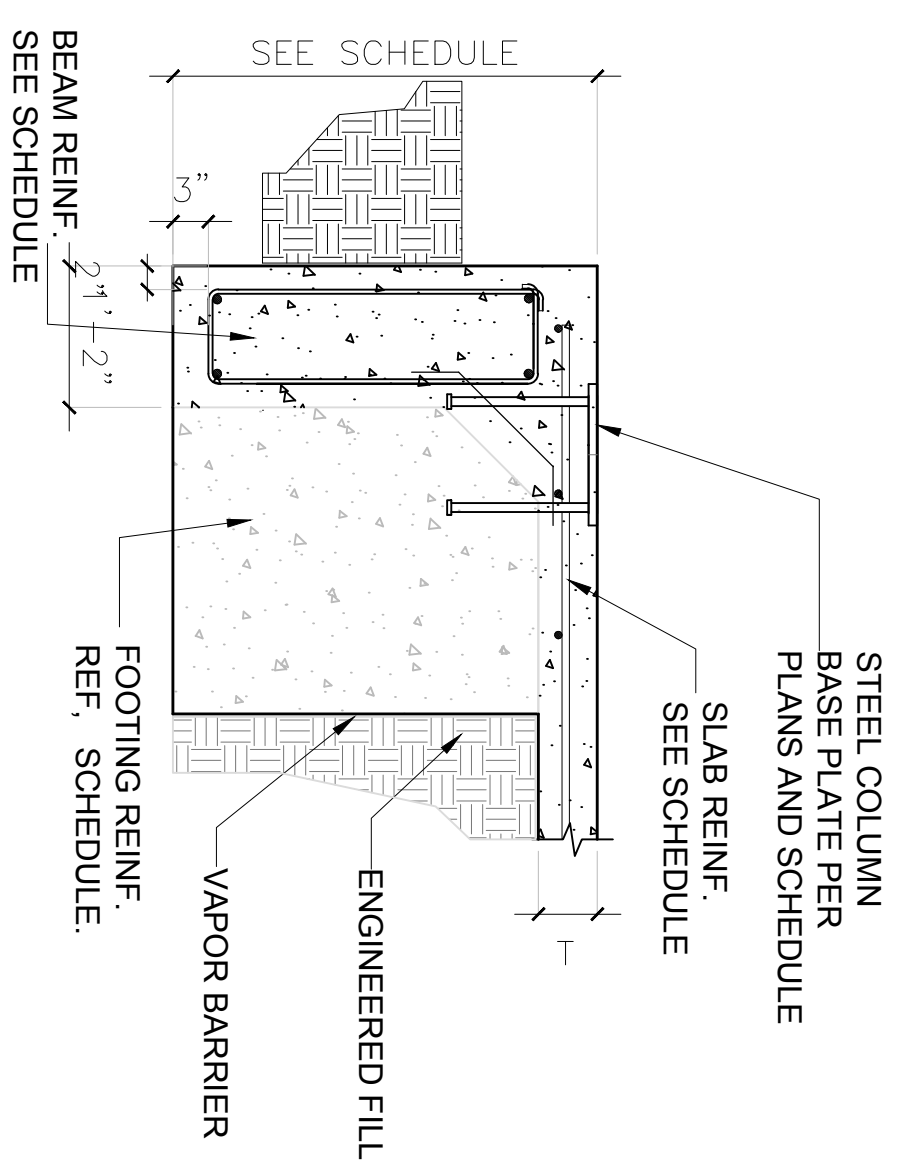
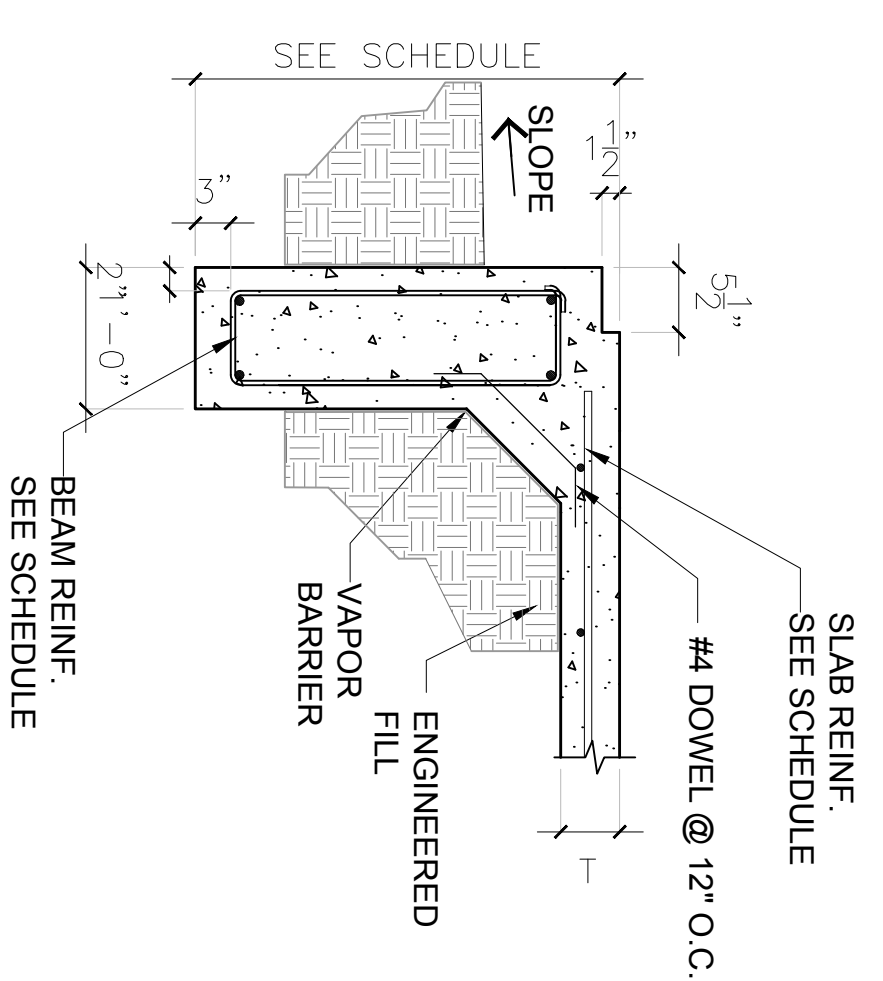


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PROJECT	RANCH STORE	
PLAN NAME	ROOF FRAMING PLAN	
	LAREDO, TX	

REV#	DESCRIPTION	DATE

PROJECT:	L19-041	SHEET:	S3.1
DATE:	10/31/19	SCALE:	3/16"=1'-0"
DRAWN:	ER	REVISION:	ER

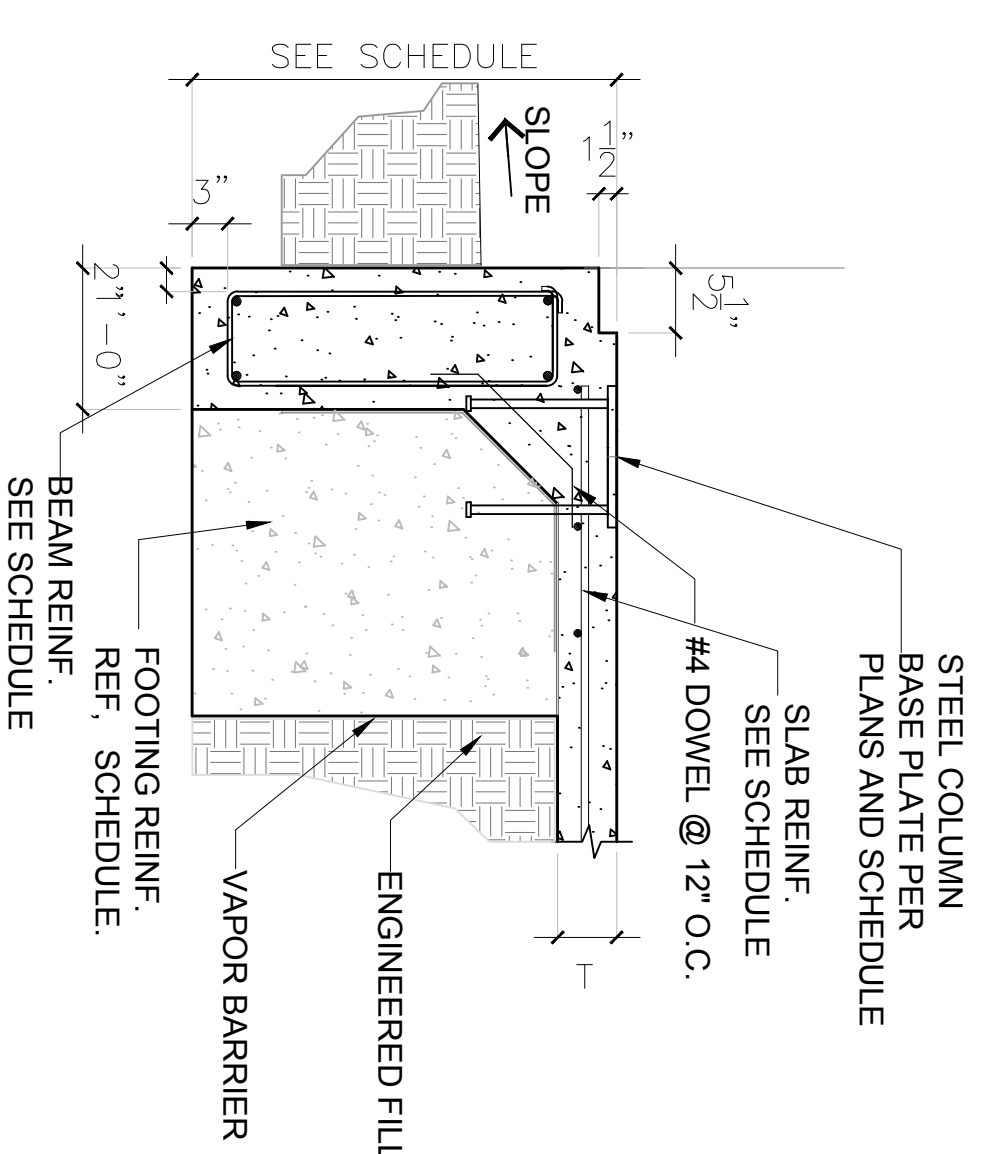
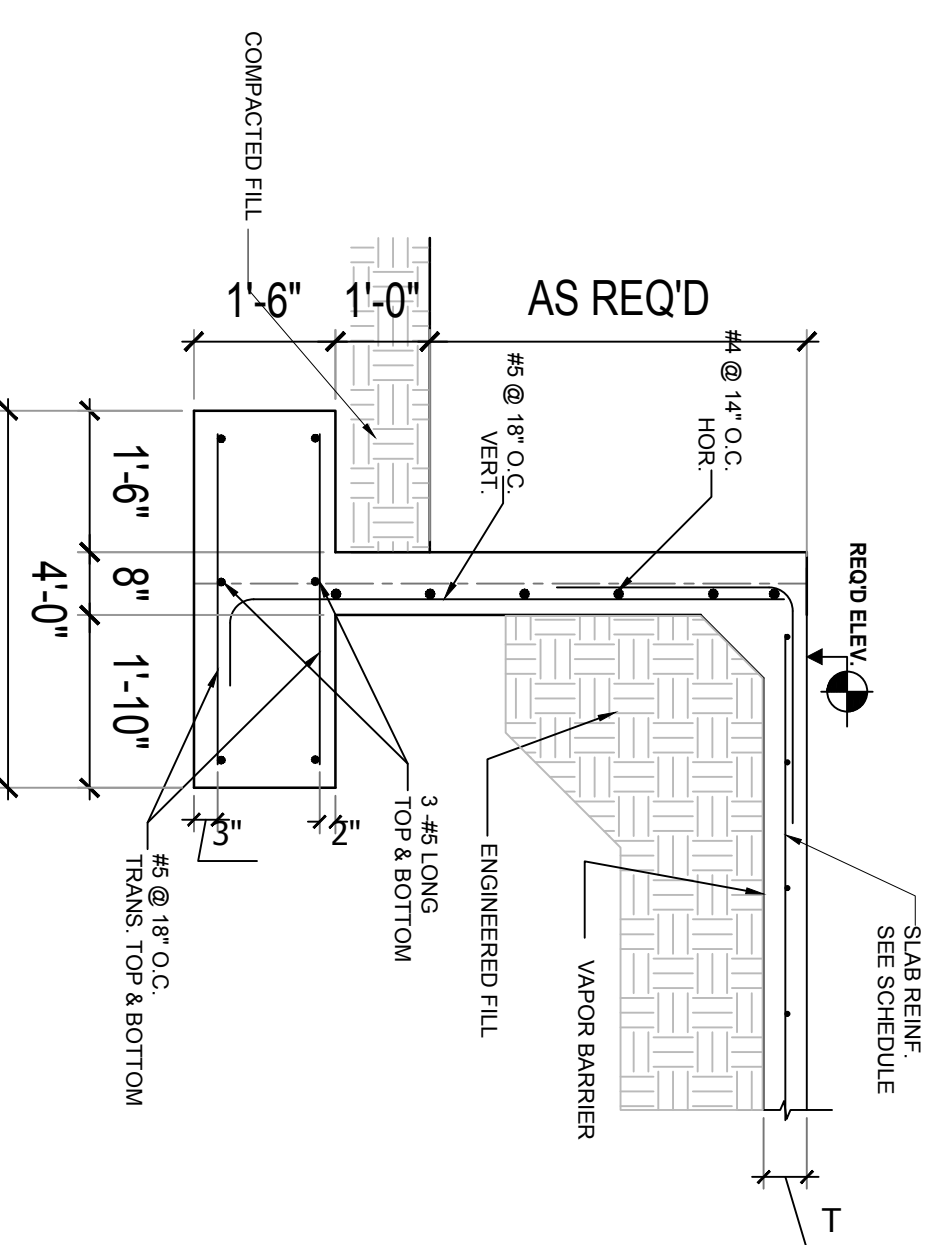
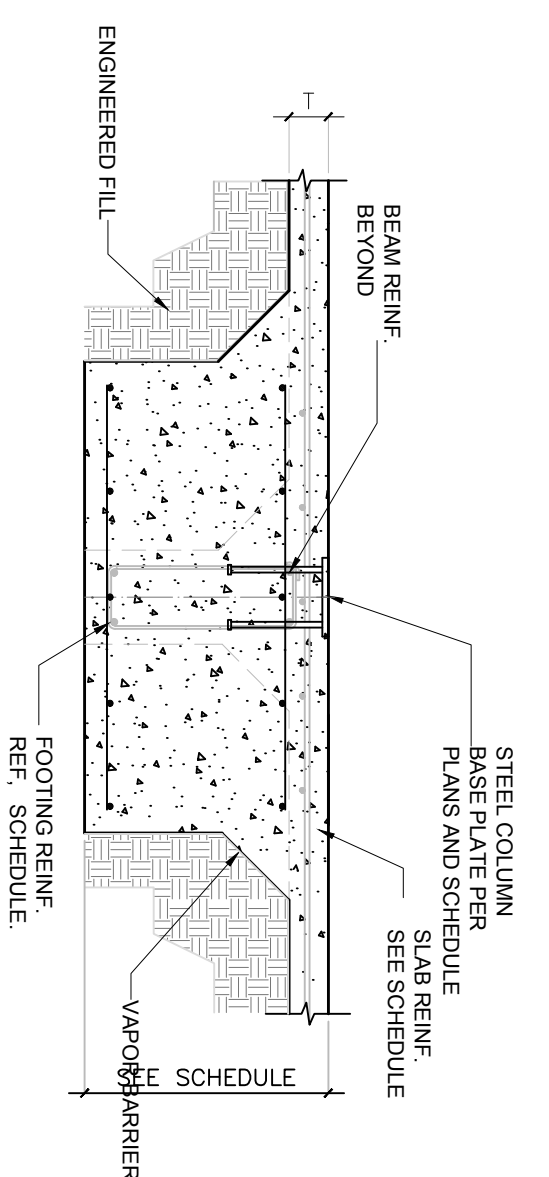


4 EXTERIOR BEAM DETAIL

3 EXTERIOR BEAM & FOOTING DETAIL

2 EXTERIOR BEAM DETAIL

1 INTERIOR BEAM DETAIL

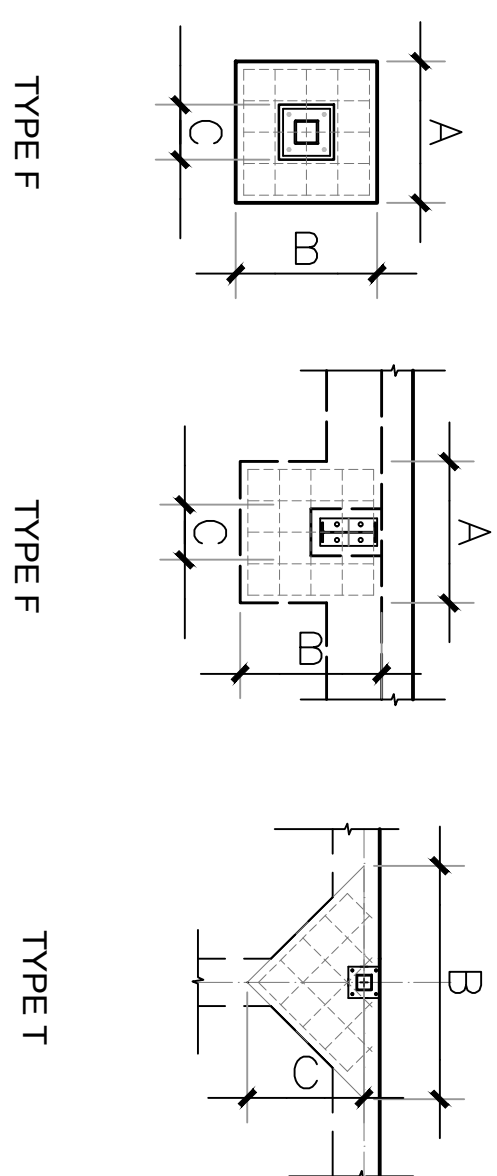


7 ISOLATED FOOTING DETAIL

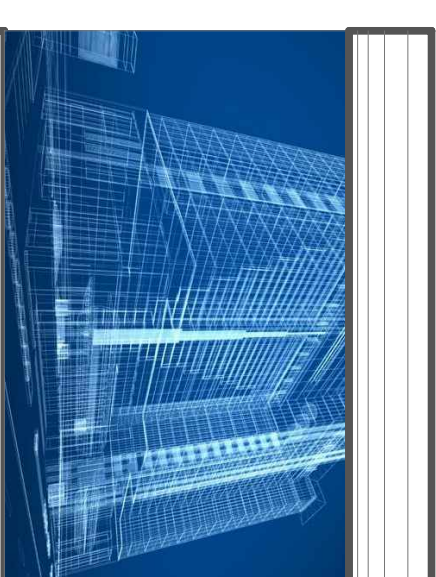
6 RETAINING WALL DETAIL

5 EXTERIOR BEAM & FOOTING DETAIL

FOOTING SCHEDULE				
TYPE	A	B	D	REINFORCING
T1	4'-0"	2'-0"	3'-0"	4 #5 TOP & BOT EW
T2	4'-0"	2'-0"	3'-0"	4 #5 TOP & BOT EW
C1	3'-0"	3'-0"	2'-8"	3 #5 TOP & BOT EW
C2	5'-0"	5'-0"	3'-0"	3 #5 TOP & BOT EW
F1	2'-6"	2'-6"	1'-6"	3 #5 TOP & BOT EW
F2	2'-6"	2'-6"	2'-8"	3 #5 TOP & BOT EW
F3	5'-0"	5'-0"	2'-8"	5 #5 TOP & BOT EW



FOOTING SCHEDULE



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PROJECT	RANCH STORE	
PLAN NAME	FOUNDATION DETAILS	
LOCATION	LAREDO, TX	

REV#	DESCRIPTION	DATE

PROJECT:	L 19-041	SHEET:	
DATE:	10/31/19	SCALE:	XX'-1'-0"
DRAWN:	ER	REVISD:	ER
PROJECT:		SHEET:	
DATE:		SCALE:	
DRAWN:		REVISD:	
PROJECT:		SHEET:	

SD2.1

Webb CAD

Property Search Results > 176611 GAGE & ORTEGA PROPERTIES LTD for Year 2020

Tax Year:

Property

Account

Property ID:	176611	Legal Description:	LOTS 1 & 2 BLK 1278 ED @2201 LAREDO ST
Geographic ID:	549-01278-010	Zoning:	B-3
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	2201 LAREDO ST LAREDO, TX 78043	Mapsc0:	COM
Neighborhood:	GUADALUPE / D-COM P-COM	Map ID:	79
Neighborhood CD:	CD31		

Owner

Name:	GAGE & ORTEGA PROPERTIES LTD	Owner ID:	10155979
Mailing Address:	6010 MCPHERSON RD STE 2D LAREDO, TX 78041-6209	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$103,780	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$103,780	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$103,780	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$103,780	

Taxing Jurisdiction

Owner: GAGE & ORTEGA PROPERTIES LTD
 % Ownership: 100.0000000000%
 Total Value: \$103,780

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C1	CITY OF LAREDO	0.634000	\$103,780	\$103,780	\$657.97
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	\$103,780	\$103,780	\$0.00
G3	WEBB COUNTY	0.412000	\$103,780	\$103,780	\$427.57

J2	LAREDO COLLEGE	0.328643	\$103,780	\$103,780	\$341.07
S1	LAREDO ISD	1.396500	\$103,780	\$103,780	\$1,449.29
Total Tax Rate:		2.771143			
				Taxes w/Current Exemptions:	\$2,875.90
				Taxes w/o Exemptions:	\$2,875.89

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CTA7	GUAD/CHIH INT	0.2214	9645.00	69.40	138.90	\$51,890	\$0
2	CTA7	GUAD/CHIH INT	0.2214	9645.00	69.40	138.90	\$51,890	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	\$0	\$103,780	0	103,780	\$0	\$103,780
2019	\$128,770	\$103,780	0	232,550	\$0	\$232,550
2018	\$123,870	\$119,020	0	242,890	\$0	\$242,890
2017	\$119,530	\$119,020	0	238,550	\$0	\$238,550
2016	\$112,270	\$105,320	0	217,590	\$0	\$217,590
2015	\$107,360	\$105,320	0	212,680	\$0	\$212,680
2014	\$103,890	\$91,620	0	195,510	\$0	\$195,510
2013	\$132,740	\$91,620	0	224,360	\$0	\$224,360
2012	\$132,740	\$91,620	0	224,360	\$0	\$224,360
2011	\$138,510	\$91,620	0	230,130	\$0	\$230,130

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/22/2016	WD	WARRANTY DEED	CDP VENTURES INC	GAGE & ORTEGA PROPERTIES LTD	3943	740	1260205
2	3/22/2016	RESC	RESCISION OF SUBSTITUE TRUSTEES SALE	MALDONADO AGUSTIN JR REVOCABLE TRUST	CDP VENTURES INC	3943	735	1260203
3	3/22/2016	CD	CORRECTION DEED	MALDONADO AGUSTIN JR REVOCABLE TRUST	CDP VENTURES INC	3943	732	1260202

Tax Due

Property Tax Information as of 06/12/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

Website version: 1.2.2.28

Database last updated on: 6/11/2020 8:25 PM

© N. Harris Computer Corporation

Valuation		\$449,005.00
Square Footage		6736
Building Type		I-A
Uses		Business
Multiplier		96
Table Value	\$	647,000.00
Value used for Calculation		\$647,000.00
Naviline Code		B-1A
PL Fee	\$	653.50
BL Fee	\$	1,307.00
Total	\$	1,960.50

BUILDING PERMIT	\$1,960.50
ROW PERMIT	\$300.00
MECHANICAL	\$900.00
ELECTRICAL	\$850.00
PLUMBING	\$750.00
TOTAL	\$4,760.50

FALSE	FALSE
FALSE	FALSE
FALSE	FALSE

TYPE I - This concrete and steel structure, called fire resistive when first built at the turn of the century, is supposed to confine a fire by its construction. This type of construction in which the building elements listed in IBC Table 601 is of noncombustible materials such as concrete and steel. The roof is also of noncombustible material such as concrete or steel.

TYPE II - This type building has steel or concrete walls, floors and structural framework similar to a type I construction however; the roof covering material is combustible. The roof covering of a type II building can be a layer of asphalt water proofing, with a combustible felt paper covering. Another layer of asphalt may be mopped over the felt paper.

TYPE III - This type of constructed building is also called a brick and joist structure by some. It has masonry bearing walls but the floors, structural framework and roof are made of wood or other combustible material. For example; a concrete block building with wood roof and floor trusses. Fire-retardant-treated wood framing complying with IBC Sec. 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

TYPE IV - These buildings have masonry walls like Type III buildings but the interior wood consists of heavy timbers. In a heavy-timber building a wood column cannot be less than eight inches thick in any dimension and a wood girder cannot be less than six inches thick. The floor and roof are plank board. One difference between a heavy timber type IV building and type III construction is that a heavy-timber type IV building does not have plaster walls and ceilings covering the interior wood framework. The details of type IV construction shall comply with the provisions of 602.4.1 through 602.4.7. Fire-retardant-treated wood framing complying with IBC Section 2303.2 shall be permitted within exterior wall assemblies with a 2-hour rating or less.

TYPE V - Wood-frame construction is the most combustible of the five building types. The interior framing and exterior walls may be wood. A wood-frame building is the only one of the five types of construction that has combustible exterior walls. This is the typical single-family home construction method. These buildings are built with 2x4 or 2x6 studs and load bearing walls, wood floor trusses or wood floor joist and wood roof framing.

Protected "A" means that all structural members of a building or structure has additional fire rated coating or cover by means of sheetrock, spray on, or other approved method. This additional fire rated coating or cover extends the fire resistance rating of structural members at least 1 hour.

Un-protected "B" means that all structural members of a building or structure have no additional fire rated coating or cover.

RESOLUTION NO. 2020-R-096

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND GAGE & ORTEGA PROPERTIES, LTD. FOR A PROPOSED PROJECT LOCATED AT 2201 LAREDO STREET , LOT 1 AND LOT 2, BLOCK 1278, EASTERN DIVISION THAT CONSISTS OF NEW CONSTRUCTION , IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$449,004.90, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$2,846.76 AND ESTIMATED TOTAL FEE WAIVERS OF \$4,760.50. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, Gage & Ortega Properties, LTD. is proposing a project located at 2201 Laredo Street , Lot 1 and Lot 2, Block 1278, Eastern Division, located within the NEZ ONE (1), that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 2201 Laredo Street is hereby approved for fee waivers which will approximately total \$4,760.50 and tax abatement which will approximately total \$2,846.76 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2020.

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

JOSE A. VALDEZ, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: KRISTINA LAUREL HALE
CITY ATTORNEY

**TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between Gage & Ortega Properties, LTD., duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the “Neighborhood Empowerment Zone,” has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, Gage & Ortega Properties, LTD. is the owner of the land located within said Neighborhood Empowerment Zone and described as 2201 Laredo Street, (“Property”) which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and Gage & Ortega Properties, LTD. have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of ten (10) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

Gage & Ortega Properties, LTD. shall cause to be NEW CONSTRUCTION a new project located at 2201 Laredo Street, Lot 1 and Lot 2, Block 1278, Eastern Division, that consists of a new construction with an estimated value of at least \$449,004.90. Gage & Ortega Properties, LTD. agrees to limit the use of the property described herein for said mixed use development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

Gage & Ortega Properties, LTD. certifies that the mixed use project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Gage & Ortega Properties, LTD.’s reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include

construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

Gage & Ortega Properties, LTD. covenants that the project shall be new construction in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a mixed use development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to Gage & Ortega Properties, LTD. a real property tax abatement of City of Laredo imposed taxes on the Property for a period of TEN (10) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately **\$28,467.60**. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is \$113,270.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately **\$4,760.50**.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Gage & Ortega Properties, LTD. the City shall have and Gage & Ortega Properties, LTD. shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. Gage & Ortega Properties, LTD. shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

Gage & Ortega Properties, LTD. shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the Property. Gage & Ortega Properties, LTD. shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

Gage & Ortega Properties, LTD. shall be in default of this Agreement if Gage & Ortega Properties, LTD. for any reason fails to substantially comply with the development of the property, discontinues the mixed use development operations as required by the terms of this Agreement, or if any representation made by Gage & Ortega Properties, LTD. is false or misleading in any material aspect. Termination of this Agreement may be effected if default is

not cured within sixty (60) days after written notice by the Gage & Ortega Properties, LTD. If the City terminates this Agreement as a result of default by Gage & Ortega Properties, LTD., the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Gage & Ortega Properties, LTD., and Gage & Ortega Properties, LTD. hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if Gage & Ortega Properties, LTD. fails to timely pay the bill. Nothing in this Agreement shall preclude Gage & Ortega Properties, LTD. from disputing the bill.

VII. TERMINATION AT WILL

If the City and Gage & Ortega Properties, LTD. mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and Gage & Ortega Properties, LTD. may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and Gage & Ortega Properties, LTD. and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2020, by City of Laredo.

BY: _____

Robert A. Eads, City Manager

ATTEST:

Jose A Valdez, Jr.

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

Executed this the day of _____, 2020, by Gage & Ortega Properties, LTD.

BY: _____

Name: Joseph Gage

Title: Property Owner

BY: _____

Name: Fernando Ortega

Title: Property Owner

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: Riazul Mia, P.E., Assistant City Manager

Staff Source: Arturo Garcia, Building Development Services Director

SUBJECT

2020-R-105 Authoring and approving a fee waiver and a tax abatement agreement between the City of Laredo and Maria Zapata for a proposed project located at 3420 Maryland Avenue, north half of Lot 2, Block 199, Eastern Division that consists of a four-bedroom house, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$90,000.00, estimated annual tax abatement total of \$337.61 and estimated total fee waivers of \$995.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information. The application has been certified under the expedited building permit fee waiver process and is being provided for final consideration and approval by City Council.

PREVIOUS COUNCIL ACTION

On March 18, 2013, City Council establishing Neighborhood Empowerment Zone program, through resolution 2013-R-023 and then amended the program to include NEZ Zone Three (3) in September 15, 2017 which included City Council District 4 area.

BACKGROUND

The City of Laredo created the NEZ Program to stimulate investment by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

Maria Zapata has proposed a new project located at 3420 Maryland Avenue. The project will be new four-bedroom house on the property. The estimated capital investment of the project is \$90,000.00. The project is located within the NEZ three (3) and meets the zoning requirements as established by the NEZ criteria. This project is located within City Council District IV.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

The applicant has applied for an expedited process and has processed the application and is pending final approval from City Council.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The project has an estimated capital investment total of \$90,000.00, estimated annual tax abatement total of \$337.61 and estimated total fee waivers of \$995.00.

Attachments

application

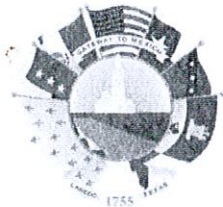
deed

cost estimate

construction plans

supporting documents

Resolution



CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM



PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- A completed application form
- Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is \$100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a \$150.00 minimum and not to exceed \$1,000.00; for residential **tax abatement** applications: \$100.00 per house.
- Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application**)
- A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- A detailed line item budget showing the cost breakdown for the project
- Appraisal Card from Webb County Appraisal District

The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney’s Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

- Are you aware of any fact(s) with regard to this application that would raise a "conflict of interest" issue under Section 2.01 of the City Ethics Code for any city official or employee. If so, please explain.

No

Answering in the affirmative to any of the questions above will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics.

Applicant's Signature: Maria Zapata Date: 12/22/19

WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. Applicant: Maria Zapata
2. Contact Person: Walter Zapata
3. Address: _____
Street City State Zip
4. Phone Number: 956 377 8596 / 956 2206211
5. Fax No.: _____
6. E-Mail: wallyzapata@gmail.com
7. Agent (if any): _____

8. Address: 3420 Maryland Laredo Tx 78040
 Street City State Zip

9. Phone No.: _____

10. Fax No.: _____

11. E-Mail: _____

PROJECT ELIGIBILITY

1. Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.	Base Year Valuation	Tax Year
3420 Maryland	78040					
417 E Montgomery	78040					
1309 Larry Ln	78045					

2. For each property listed in Table 1, please check the boxes below to indicate if:

- There are taxes past due or:
- There are City liens; or
- You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

Table 2 Property Taxes and Liens

Address	Proper ty Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolit ion Liens	Paving Liens	Order of Demol ition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. Does the proposed project conform to the City of Laredo zoning? Yes No

If no, what steps are being taken to ensure compliance?

4. Project Type:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi- Family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Community Facilities	<input type="checkbox"/> Mixed-Use
------------------	---	--	-------------------------------------	-------------------------------------	---	------------------------------------

- Owner Occupied
- Rental Property

5. Please describe the proposed residential or commercial project and provide 11 x 17 drawing: Single Family home / slated home

6. If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed: N/A

7. Is this new construction or rehabilitation project? New Construction Rehabilitation

8. How much is the total development cost of your project? 90,000

9. Will the eligible rehabilitation work equal to at least 25% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs? Yes No

- Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 25% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. How much is the total square footage of your project? 1,365 sq. ft.

11. For a single family homeownership, mixed-use, or multi-family development project, please fill out the number of residential units.

Table 3 Number of Residential Units

Number of Unites	Percentage
6 rooms	

12. For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.

Commercial	Industrial	Community Facilities

13. What is your Capital Investment***for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).

Table 4 Itemized Budget of the Project

Item	Amount	Notes
TOTAL	90,000	

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. For a mixed-use project, please indicate the percentage of all uses in the project in the following table.

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

- 5 years More than 5 years Apartments
 Residential Owner Occupied Residential Rental Property Commercial

Development Fee Waivers

- All building permit related fees (including Plans Review and Inspection)
 Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
 Zoning application fee
 Board of Adjustment Application Fee
 Demolition Fee
 Structure Moving Fee
 Street Utility Easement vacation application fee

Impact Fee Waivers

- Water (Meter Size _____) (No. of meters _____) Transportation

Release of City Liens

- Weed Liens Paving Liens Board up-open structure Liens Demolition Liens

IV. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers and other incentives shall not be deemed to be approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district.

Maria Zapata Maria Zapata 12/22/19
PRINTED OR TYPED NAME AUTHORIZED SIGNATURE DATE

Please email your application to:
Roland H. Lozano, Jr. at rlozano1@ci.laredo.tx.us
Building Development Services Department
 1120 San Bernardo, Laredo, Texas 78040
 P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at www.cityoflaredo.com/building

For Office Use Only

Application No. _____ In which NEZ? _____ Council District _____

Application Completed Date: _____ Conform with Zoning? Yes No

Type: Single Family Multi-Family Commercial Industrial
 Community Facilities Mixed Use

Construction Completion Date: before NEZ after NEZ

Ownership/Site Control Yes No

WEEBCAD Account No. _____ Consistent with the NEZ plan? Yes No

Minimum Capital Investment? Yes No

Rehabilitation at or higher than 25%? Yes No Meet Mixed-Use Definition Yes No

Tax current on this property? Yes No City liens on this property? Yes No

Tax Current on other properties Yes No City liens other properties? Yes No

This Property

Other Properties

Weed Liens Yes No Yes No

Board-up/open structure liens Yes No Yes No

Demolition liens Yes No Yes No

Paving liens Yes No Yes No

Order of Demolition Yes No Yes No

Certified? Yes No

Date certification issued? _____

If not certified, reason _____

Referred to: _____ Received by _____

BLOCK 199

LOT 3

SOUTH 1/2 LOT 2

SOUTH 1/2 LOT 1

NORTH 1/2 LOT 2

NORTH 1/2 LOT 1

WOOD & MASONRY HOUSE

MONTGOMERY ST. (55.56' R.O.W.)

MARYLAND AVE. (55.56' R.O.W.)

This survey was prepared exclusively for the following borrowers:

MARIA DEL CARMEN ZAPATA

SURVEY OF

THE NORTH 1/2 OF LOTS 1 AND 2, BLOCK 199, EASTERN DIVISION, CITY OF LAREDO, PER THE JAMES HAYNES REPLAT THEREOF RECORDED IN VOLUME 2, PAGE 102, OF THE WEBB COUNTY, TEXAS, PLAT RECORDS.

ADDRESS: 417 E. MONTOMERY ST.

LEGEND

- IP.- Iron Pin
- D.E.- Drainage easement
- P.L.- Property Line
- B.L.- Building Line
- U.E.- Utility Easement

NOTES:

1) Utilities in easements are not shown. 2) This survey has been prepared with the reasonable expectation that it will be paid within 30 days of date below. 3) This survey is copyrighted material and may not be reproduced without the written permission of the undersigned surveyor, except as necessary for the transaction for which it is intended. 4) This survey shall consist entirely of this document with the original "wet" seal and blue ink signature. 5) Properties not described as complete lots or described by Metes & Bounds may need to be platted or replatted in order to obtain utility & building permits.

Subject to recorded restrictive covenants and/or easements

as follows: Per Title Commitment 561886 Dated: 10-17-19 GPR

References: IP found at Southwest Cor. Block 399, E.D.

Fence Post in place at southwest corner Block 199, E.D.,

Nail found at centerline intersection of Ash St. & Maryland Ave.

Bearing basis: Maryland Ave. R.O.W. per subd. plat N 00°00' 00" W.

SURVEY NO. 20277

Scale: 1" = 20'

This property is is not located within a flood hazard area and is within Zone X according to Flood Insurance Rate Map No. 38379C1215C F.I.R.M. Date: APRIL 2, 2008

SURVEYOR'S CERTIFICATION

I hereby certify that this survey is true and correct and was prepared from an actual survey of the property made on the ground under my supervision, this 17 TH day of OCTOBER, 2019





CITY OF LAREDO

PLANNING DEPARTMENT

CERTIFICATE OF NO PLAT REQUIRED

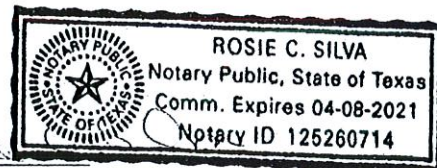
The City of Laredo, Webb County, Texas does not require the filing of a subdivision plat for the north ½ of Lot 1, Block 199 Eastern Division (Recorded under volume 376, pages 452-453, Webb County Deed Records) under the provisions of the subdivision ordinances of the City of Laredo for the following reasons:

- An amending plat authorized under Section 212.016 of the Local Government Code has been approved.
- The property is a lot of record as defined in Appendix A of the Laredo Land Development Code which does not abut any arterial or collector identified on the Major Thoroughfare Plan, and is located in the Eastern or Western Division of the City of Laredo.
- The tract is a parcel of land subdivided into two (2) or more tracts, where the smallest remaining parcel is more than forty-five (45) acres in size used for agricultural purposes.
- The boundaries of the property were established as the result of a conveyance by the City of Laredo to an abutting property formerly designated as the right-of-way of a public street.
- The boundaries of the property were established as a result of the acquisition of right-of-way or utility easements for purposes of establishing public streets or roads, or for the placement of public utilities by the City of Laredo or State of Texas.
- A permit is requested for the removal of a mobile home, or the demolition of a house, or building.
- A permit is requested for the repair or improvement of an existing single family residential structure located within the City, provided however that such repair or improvement would not further encroach in any building setback, except upon the approval of a variance from the Board of Adjustments.
- A permit is requested to remedy a residence determined unsafe as per Section 103.2, Unsafe Residential Buildings, of the Standard Housing Code by the Southern Standard Building Code Congress International, Inc.

ATTEST:

Fernando C. Morales, Jr. 11-14-19
Fernando C. Morales, Jr. Date
Planner II

Notary Public, State of Texas
Commission Expires 4-8-21.



Legal Non-conforming Use - shall mean any lawful use predating the adoption of zoning regulations and which does not conform to adopted regulations, which has not otherwise lost its legal status through discontinuation or abatement.

Levee - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Licensed Professional Engineer or P.E. - shall mean a person who has been duly licensed and registered by the State Board of Registration for Professional Engineers to engage in the practice of engineering in the State of Texas.

Local Street - shall mean a public street not designated as a collector, arterial, major thoroughfare, or a state or federal freeway or highway.

Location Map - shall mean a vicinity map indicating the location of a specific site with reference to established physical landmarks, includes streets, rivers, railroad rights-of-way, and highways.

Lot - shall mean an undivided tract or parcel of land contained within a block and designated on a subdivision plat by numerical identification, or a 'lot of record' as herein defined.

Lot Front - shall mean the side of the lot fronting on a public street or recorded, private drive easement. On corner lots it shall be the narrow lot side.

Lot Line - shall mean the property line.

Lot of Record - shall mean

(i) Any lot, the boundaries of which were established by a plat recorded in the office of the County Clerk and in compliance with State law and the governing Subdivision Ordinance of the City of Laredo;

or

(ii) Any lot, the boundaries of which was established in a conveyance executed prior to September 9, 1979. (Amended 9/19/88, Ord. No. 88-0-123)

Lounge - see Bar

Lowest Floor - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Major Thoroughfare Plan - shall mean the portion of the comprehensive plan indicating general locations recommended for arterial, collector, and local thoroughfares.

Main Stem- a single line following the bed of the creeks connecting the mouth of the Chacon and Sombretillo Creeks to the center point of the spillway of Lake Casa Blanca and the Middle Pasture Lake, respectively. (Amended 5/17/04, Ord. No. 2004-0-105)

Maintenance - shall mean any action necessary to preserve storm water management facilities in prime

NOTICE

To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements. (Rev. 7-65).

WARRANTY DEED Instrument # 164600

Book DR vol:376
pg:452-453

THE STATE OF TEXAS
COUNTY OF WEBB

} KNOW ALL MEN BY THESE PRESENTS:

That I, Inez Santos, a feme sole,

of the County of Webb State of Texas for and in
consideration of the sum of TEN AND NO/100 DOLLARS

out of her separate property and estate
to me in hand paid by the grantee herein named, the receipt of which is hereby acknowledged,

and the further consideration of the love and affection which I have and bear for grantee

herein,

FILED
MAR 21 10 30 AM '69
CLERK
WEBB COUNTY, TEXAS
DEPUTY

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY

unto Concepcion Santos Moultrup, (as part of her separate property and estate)

of the County of Bexar State of Texas, all of

the following described real property in Laredo, Webb County, Texas, to-wit:

The North one-half (N 1/2) of Lot No. One (1) in Block No. One Hundred Ninety-nine (199) in the Eastern Division of the City of Laredo, Webb County, Texas, as per the James Haynes Replat of said block, such tract of land measuring 46.3 feet by 69.44 feet.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, her heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 8th day of January, A. D. 19 69.

Inez Santos
Inez Santos
Inez Santos

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared
and his wife, both known to me to be the persons whose names are
subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and con-
sideration therein expressed. And the said wife of said
having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the
said acknowledged such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to
retract it.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19 _____

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS
COUNTY OF WSB

(Single acknowledgment)

Before me, the undersigned authority, on this day personally appeared Inez Santos, a feme sole,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 8th day of Jan., A. D. 19 69.

Oscar J. Pena, Notary Public in and for WSB County, Texas.

164600

WARRANTY DEED

Inez Santos

TO

Concepcion Santos Mendez

FILED
JAN 21 10 30 AM
F. R. REYNA CO. CLERK
WSB COUNTY, TEXAS
BY _____

PREPARED IN THE LAW OFFICE OF:

[Handwritten signature]

PLEASE RETURN TO:

Feliciter Santos
703 Brent
City

(Wife's separate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared
wife of _____ known to me to be the person whose name is subscribed to the fore-
going instrument, and having been examined by me privily and apart from her husband, and having the same by me fully
explained to her, she, the said _____ acknowledged such instrument to be her act
and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and
that she did not wish to retract it.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19 _____

Notary Public in and for _____ County, Texas.

ESTIMATE

Walter Zapata

Ekas Builder

109 Masterson
Laredo , Tx 78046

Phone: (956) 401-3809
Email: emanuel06168@gmail.com

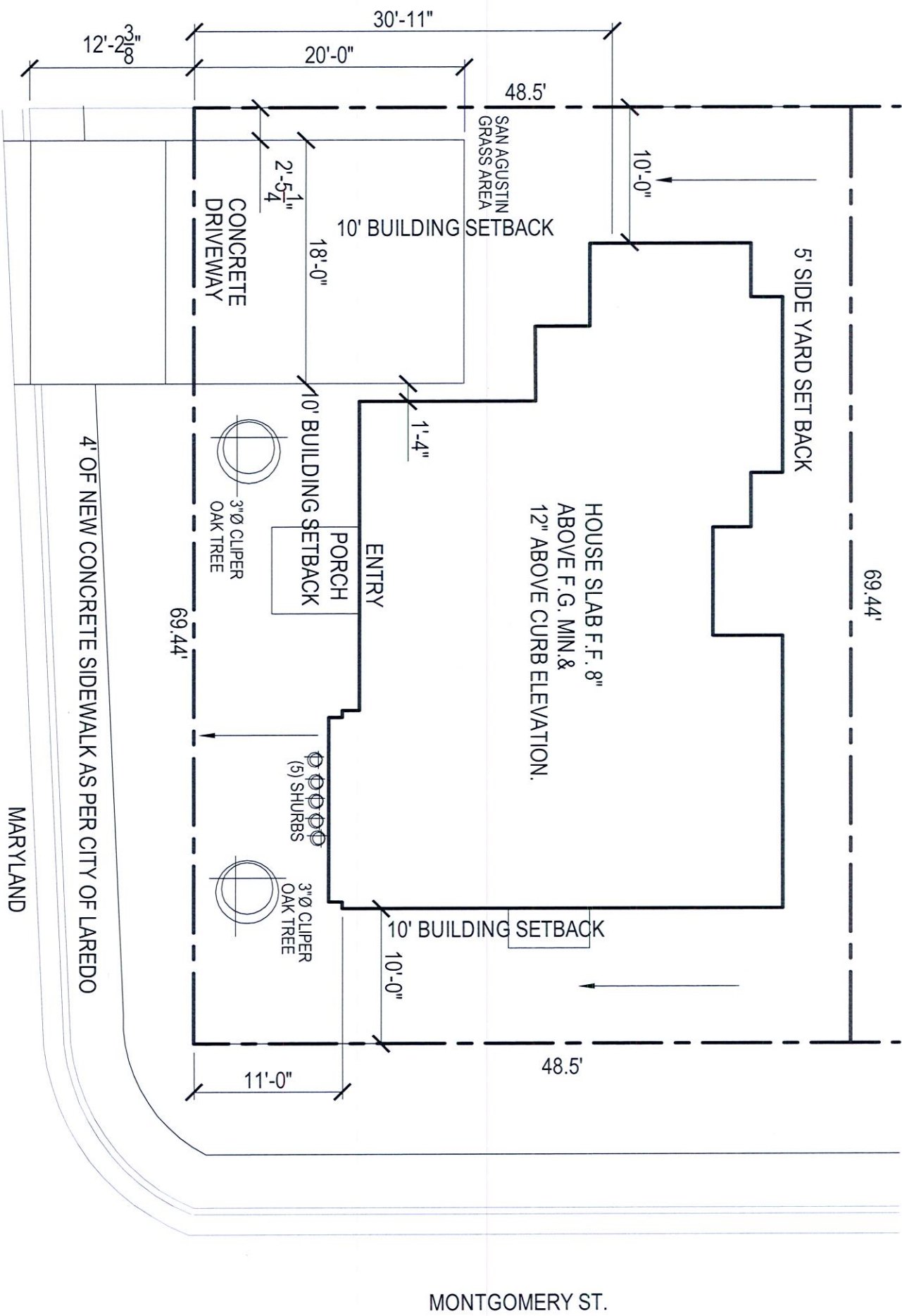
Estimate # 000044
Date 12/26/2019

Description	Total
3420 Maryland Ave	\$90,000.00
Presupuesto por casa completa 90,440 por 1,330 sqft a \$68	
1.planos \$700	
2.manual j \$300	
3.permisos \$400	
4.oconnor ingenier \$400	
5.baño portátil \$600	
6.limpiar terreno y pad \$485	
7.plomeria face 1/2/3\$6,000	
8.varrillas y materiales \$2,500	
9.cemento\$ 4,300 de pendiendo las yardas	
10.pago de fundacion \$2,185	
11. Ventanas \$1,700	
12.madera \$10,000	
13.carpintero \$2.60 sqr ft	
14.teja 2,200	
15.labor de teja \$600	
16.aire \$1,150 la tonelada	
17.electrico \$2.40 ft y \$15 c/a bote	
18.insulacion y chirroc \$2,200	
19.labor \$.80c por ft mas \$.10 c insulacion	
20.pintor \$5,000	
21.tile \$1.00 por ft mas \$400 por shower	
22.engarre \$2.60 sqft	
23.Puertas , trem y chapas\$1,800	
24.trem \$.80c por ft	
25.cosina \$5,000	
26.lamparas \$1,500	
27.Drywey cemento \$1,000	
28.Labor y emparrejado \$1,300	
29.Plantas \$1,200	
30.survey	
31.pest control	

Subtotal	\$90,000.00
Total	\$90,000.00

GENERAL NOTES

1. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE FOR A WATERTIGHT AND WEATHERPROOF BUILDING. THE CONTRACTOR SHALL REVIEW ALL DETAILS RELATING TO THIS INTENT AND BY BIDDING OR ENTERING INTO THIS CONSTRUCTION CONTRACT WARRANTS FOR ONE FULL YEAR THE ADEQUACY OF THESE DETAILS SHOULD THE CONTRACTOR TAKE EXCEPTION TO THESE DETAILS HE SHALL NOTIFY THE DESIGNER PRIOR TO BIDDING ANY DEVIATION FROM THIS GENERAL INTENT SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER FOR CLARIFICATION.
2. IT IS THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS TO PROVIDE FOR A PLUMB, TRUE LEVEL AND SQUARE STRUCTURE AND ACCESSORIES UNLESS INDICATED OTHERWISE ANY DEVIATION FROM THIS INTENT SHOULD BE BROUGHT TO THE ATTENTION OF THE DESIGNER FOR CLARIFICATION.
3. THE BUILDING SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH THE INTERNATIONAL RESIDENTIAL CODE 2012 AND ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF THE BUILDINGS ON THE SITE AND SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS ANY DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER BEFORE BIDDING THE PROJECT OR THE COMMENCEMENT OF THE WORK. THE OWNER SHALL NOT BE RESPONSIBLE FOR CHANGES TO THE WORK DUE TO THE FAILURE OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS.
5. THE DRAWINGS SHALL NOT BE SCALED. ALL DIMENSIONS HAVE PREFERENCE OVER SCALE AND SHALL BE FIELD VERIFIED AND SHALL BE COORDINATED WITH THE WORK OF ALL TRADES IF NO DIMENSIONS ARE GIVEN OR DISCREPANCIES FOUND THE CONTRACTOR SHALL NOTIFY THE DESIGNER FOR CLARIFICATION BEFORE BIDDING OR THE COMMENCEMENT OF THE WORK.
6. IT IS THE INTENT OF THESE DRAWINGS TO SHOW MANNER OF ACCOMPLISHING THE WORK. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS AND CONDITIONS AND IS INCLUDED AS PART OF THE WORK. DISCREPANCIES FOUND BY THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATION BEFORE BIDDING OR THE COMMENCEMENT OF THE WORK.
7. THE CONTRACTOR SHALL PROVIDE ALL PERMITS, INSPECTIONS AND CERTIFICATES OF OCCUPANCY NECESSARY FOR THE PROPER EXECUTION AND FINAL ACCEPTANCE OF THE WORK IN ACCORDANCE WITH ALL APPLICABLE CODES AND GOVERNING REGULATIONS.
8. THE CONTRACTOR SHALL VERIFY THE SIZES, DIMENSIONS AND LOCATIONS OF ALL MECHANICAL AND ELECTRICAL EQUIPMENT PADS, BASES AND FOUNDATIONS AS WELL AS POWER, WATER, AND DRAIN REQUIREMENTS FOR SUCH EQUIPMENT WITH EQUIPMENT MANUFACTURER.
9. THE CONTRACTOR SHALL ADVISE ALL UTILITY COMPANIES OF THE PROPOSED WORK AND SHALL COORDINATE ANY WORK REQUIRED FOR THE TIMELY CONNECTION OF THEIR SERVICES TO THE PROJECT.
10. SELECTIVE DEMOLITION WORK INCLUDES ALL CONCRETE ITEMS, POLES, TREES, FENCES AND MISC. POSTS AND SHRUBS INDICATED WITHIN THE BUILDING PAD AREA. COORDINATE WITH DESIGNER AND OWNER.



SITE PLAN

SCALE 1" = 10' - 0"

LIVING AREA 1,323.00 SF
 PORCH AREA 42.00 SF
 TOTAL SQ. FT. ±1,365.00 SF

NOTE:
 THE DRIVEWAY SHALL BE 3,000 PSI CONCRETE
 6" THK. SLAB W/ #3 REBARS @ 12" O.C.
 TYP. "A" CONCRETE CURB THE GENERAL CONTRACTOR SHALL FIELD VERIFY

Project
 Tpy. Residence
 North 1/2 Lot 1, Block 199,
 3420 Maryland Ave.
 Laredo, TX.

Structural

MEP:

Civil Engineer:

Revisions
1 December 28, 2019
2 January 7, 2020
3

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

Date: December 26, 2019
Project:
Drawn by: JF
Checked by: JF

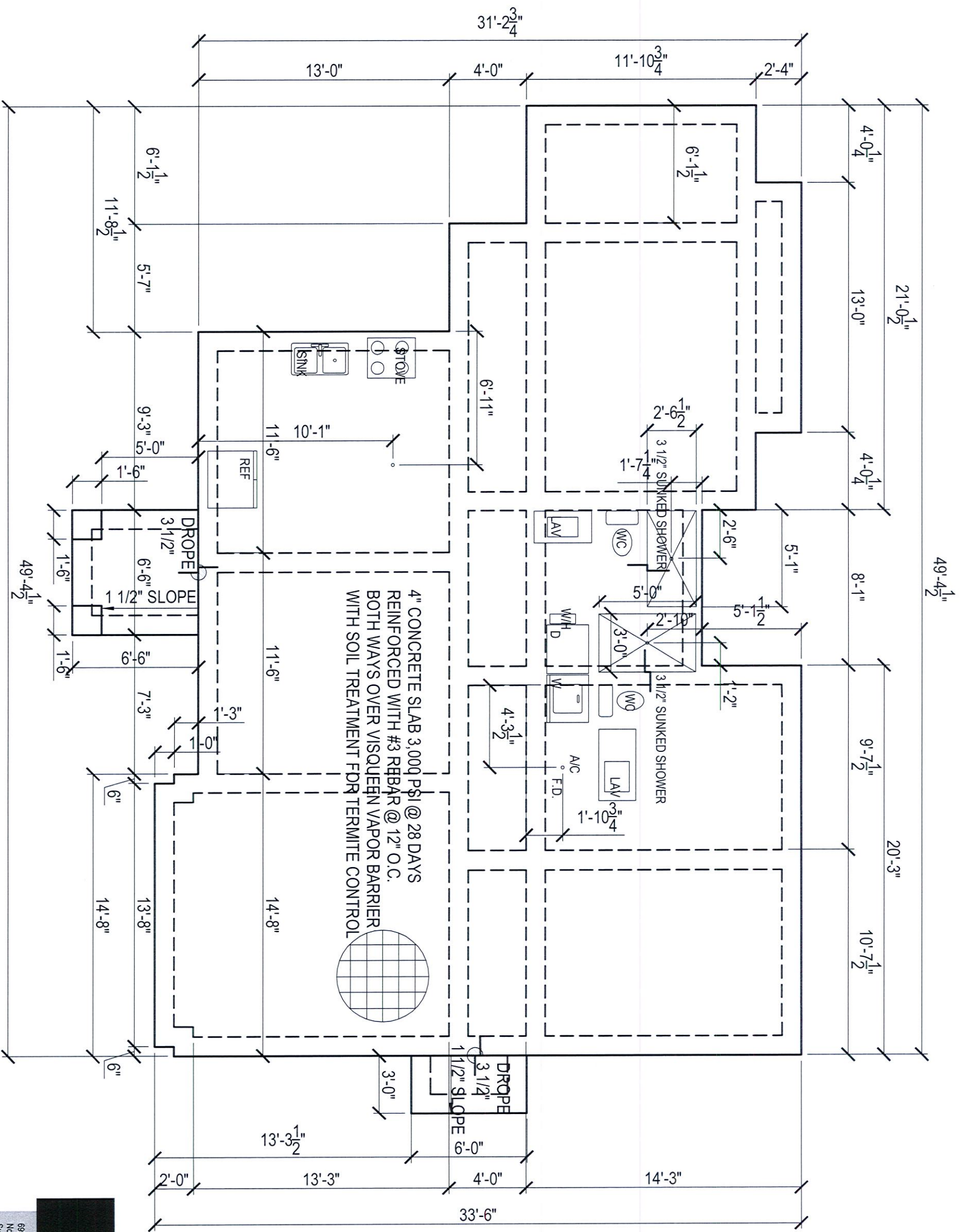


ASSOCIATE MEMBERS AMERICAN INSTITUTE OF ARCHITECTS

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 josefaia@hotmail.com

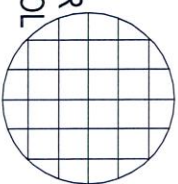
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1 FOUNDATION PLAN

SCALE 3/16" = 1' - 0"

4" CONCRETE SLAB 3,000 PSI @ 28 DAYS
 REINFORCED WITH #3 REBAR @ 12" O.C.
 BOTH WAYS OVER VISQUEEN VAPOR BARRIER
 WITH SOIL TREATMENT FOR TERMITE CONTROL



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 joseal@tdmail.com

2.0

ASSOCIATE
 MEMBERS
 AMERICAN
 INSTITUTE OF
 ARCHITECTS



Date:	December 26, 2019
Project:	
Drawn by:	JF
Checked by:	JF

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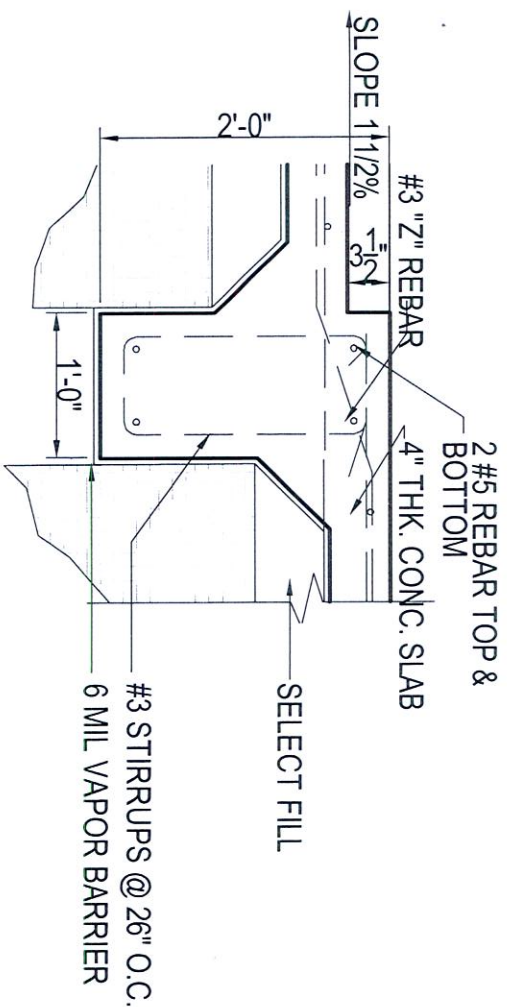
Civil Engineer:

MEP:

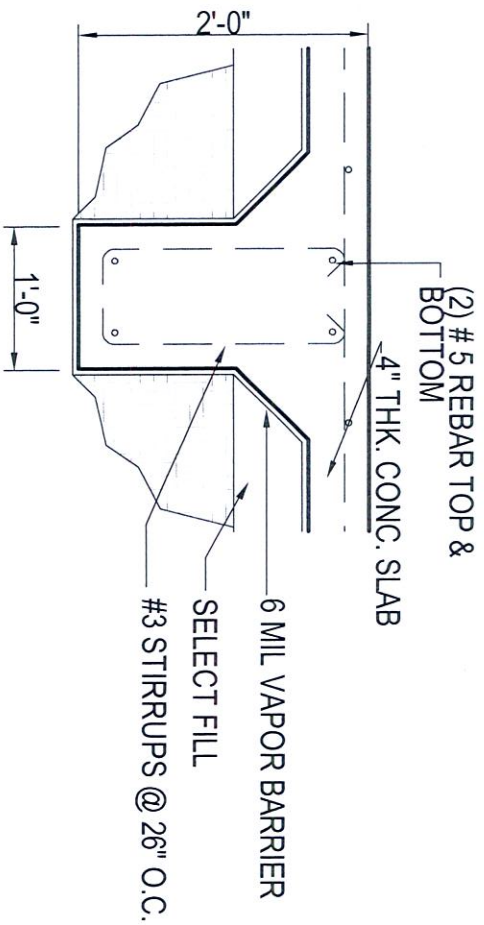
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Project:

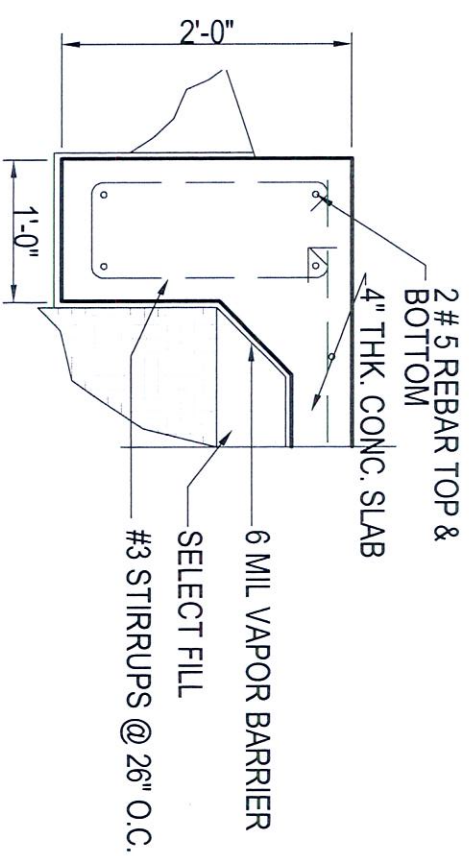
Tpy. Residence
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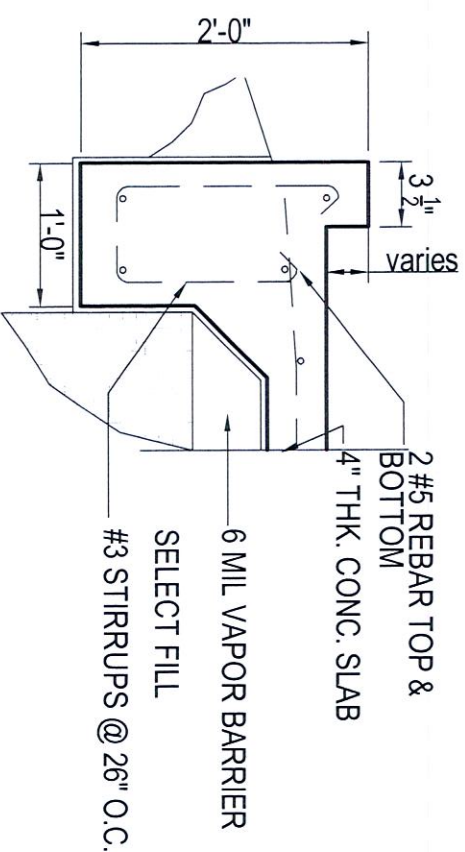
C TYP. DROP SECTION



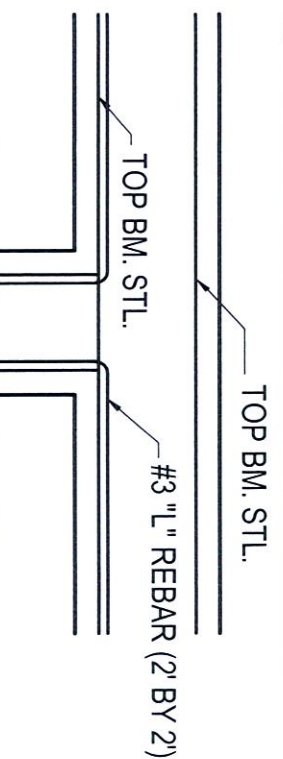
B TYP. INTERMEDIATE BM. SECTION



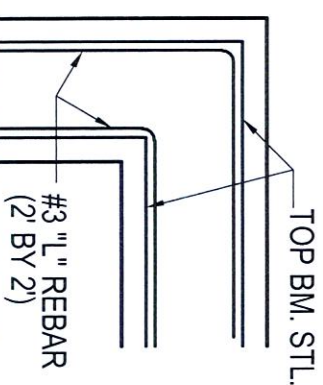
A TYP. PERIMETER BM. SECTION



D TYP. BM. SECTION - GARAGE



E TYP. INTERSECTION
PLAN DETAIL



F TYP. CORNER BM.
PLAN DETAIL

FOUNDATION DETAILS

SCALE 3/4" = 1' - 0"

GENERAL NOTES FOR CAST-IN-PLACE CONCRETE

1. VERIFY ALL DIMENSIONS. COORDINATE W/ ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION & NOTIFY DESIGNER OR ENGINEER OF ANY DISCREPANCIES.
2. ALL CONCRETE WORK SHALL BE IN ACCORDANCE W/ THE AMERICAN CONCRETE INSTITUTE SPECIFICATIONS, ACI #318 & ACI #301, LATEST EDITION.
3. ALL DETAILING, FABRICATION & ERECTION OF REINFORCING BARS, AND ALL ACCESSORIES UNLESS OTHERWISE NOTED, SHALL BE IN ACCORDANCE W/ THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE", ACI #315 LATEST EDITION.
4. ALL CONCRETE SHALL DEVELOP 3,000 PSI IN COMPRESSION IN 28 DAYS BUT NOT LESS THAN 4-1/2 SACKS OF CEMENT SHALL BE USED PER CUBIC YARD OF CONCRETE REGARDLESS OF STRENGTH OBTAINED. SLUMP SHALL NOT EXCEED 5".
5. ALL REINFORCING BARS SHALL BE NEW BILLET STEEL & SHALL CONFORM TO ASTM A-615, GRADE 60 SPECIFICATION.
6. ALL ACCESSORIES SHALL BE IN ACCORDANCE W/ ACI "MANUAL OF STRUCTURAL PRACTICE FOR DETAILING REINFORCED CONCRETE", ACI 315 LATEST EDITION.
7. ALL CONCRETE SHALL CONTAIN " ADMIX AS PER MANUFACTURER'S SPECIFICATIONS, IN ACCORDANCE W/ ASTM C494, NO CALCIUM CHLORIDE OR FLY ASH WILL BE PERMITTED IN CONCRETE.
8. NO HORIZONTAL CONSTRUCTION JOINTS WILL BE PERMITTED IN SLABS OR BEAMS.
9. PROVIDE CORNER BARS TOP & BOTTOM AT ALL BEAM CORNERS & DEAD END BEAM INTERSECTIONS. BAR TO EQUAL SIZE & QUANTITY OF THE NOTED BEAM STEEL. BARS SHALL LAP BEAM REINFORCEMENT 40 BAR DIAMETERS.
10. BAR DETAILED AS CONTINUOUS SHALL BE LAPPED 40 BAR DIAMETERS AT SPLICES.
11. EXTEND THE SLAB REINFORCING STEEL, PERPENDICULAR TO BEAM, TO THE TOP OUTSIDE REINFORCING STEEL, PARALLEL TO BEAM, NOT MORE THAN 6" FROM THE TOP INSIDE REINFORCING BAR OF PERIMETER BEAMS.
12. ALL CONDUIT OR PLUMBING LINES IN SLAB SHALL BE PLACED BELOW SLAB REINFORCING.
13. THE VAPOR BARRIER BELOW ALL SLAB AREAS SHALL BE 6" MIL POLYETHYLENE W/ ALL JOINTS LAPPED 12" CONTINUOUS AND SEALED. DROP VAPOR BARRIER DOWN THE SIDES OF ALL BEAM TRENCHES. DO NOT PLACE VAPOR BARRIER ACROSS TRENCH BOTTOM.
14. BACK FILL AROUND PERIMETER TO PROVIDE POSITIVE DRAINAGE AWAY FROM SLAB.
15. THE GENERAL CONTRACTOR SHALL PROVIDE TO OWNER THE GEO TEST REPORT FOR FINAL FOOTING DESIGN.

Project: Tpy. Residence
North 1/2 Lot 1, Block 199,
3420 Maryland Ave.
Laredo, TX.

Civil Engineer:	MEP:	Structural:
Revisions:		
1 December 28 2019		
2 January 7 2020		
3		

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Date:	December 26 2019
Project:	
Drawn by:	JF
Checked by:	JF

Fernandez Design

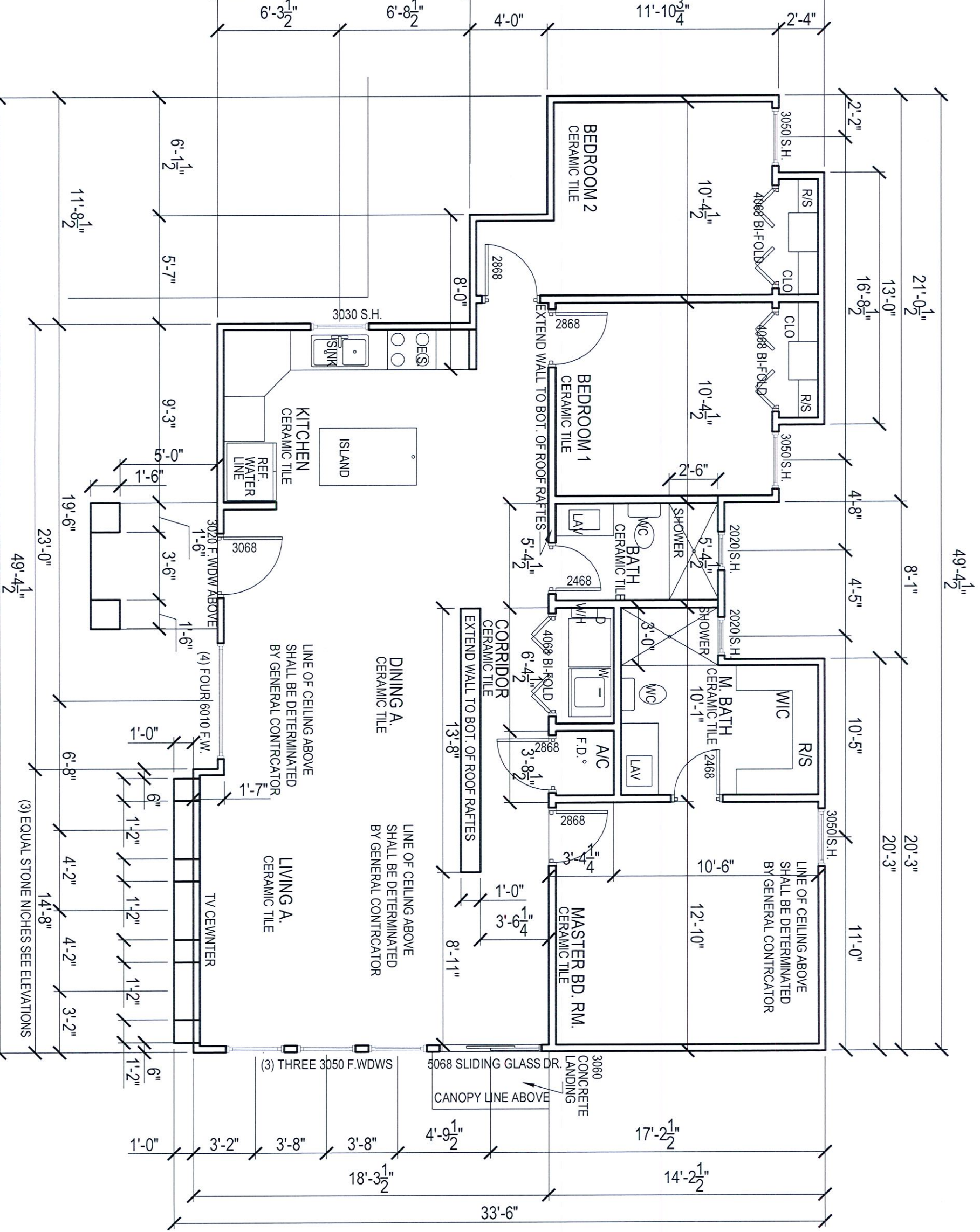


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78041
78041
T: (956) 285 7717
joseal@fernandez.com

3.0

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FLOOR PLAN

SCALE 3/16" = 1' - 0"

NOTE:
ALL FINISH OUT SHALL BE DETERMINATE BY GENERAL CONTRACTOR.

Fernandez Design

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Laredo, Texas
josef@fdnra.com
78041
T: (956) 286 7717

4.0

ASSOCIATE
MEMBERS
AMERICAN
INSTITUTE OF
ARCHITECTS



Date	December 26, 2019
Project	
Drawn by	JF
Checked by	JF

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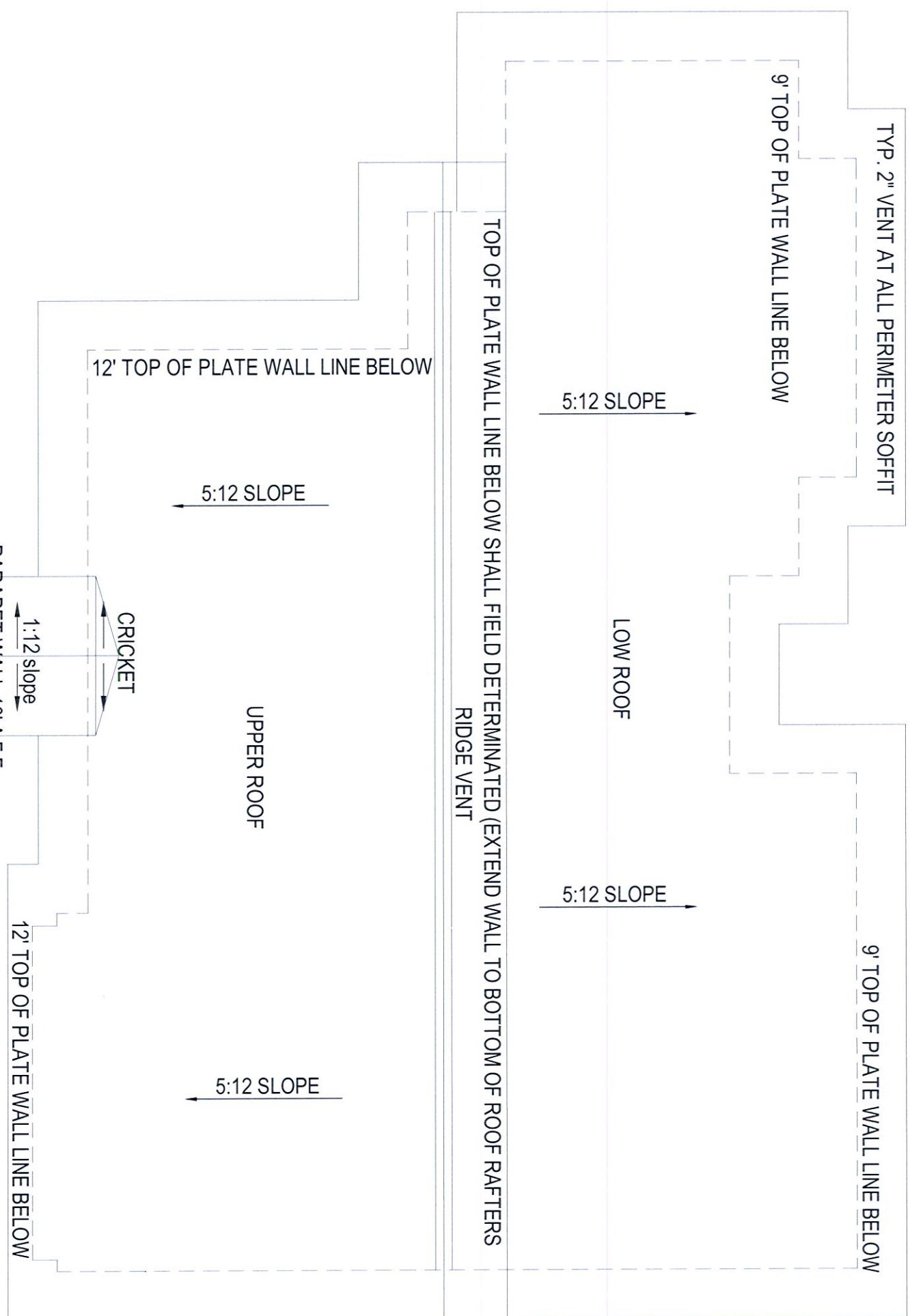
Civil Engineer.	MEP.	Structural.	Project
			Tpy. Residence North 1/2 Lot 1, Block 199, 3420 Maryland Ave. Laredo, TX.



ROOF PLAN

SCALE 3/16" = 1' - 0"

ASPHALT SHINGLES ROOFING OVER 1/2" PLYWOOD DECKING.
 PROVIDE AT ATTIC SPACE R38 BATT INSULATION
 TYP. PROVIDED BASE FLASHING AT WALL PARAPET MIN. 12"
 TYP. PROVIDE CAP FLASHING & MTL. DRIP AT ALL PARAPET WALLS



WOOD FRAMING NOTES - TYPICAL

1. ALL FRAMING LUMBER SHALL BE #2 SOUTHERN PINE OR BETTER. UNLESS OTHERWISE NOTED.
2. PROVIDE SOLID BLOCKING BETWEEN ROOF RAFTERS AT BEARING LOCATIONS AND AT 9'-0" ON CENTER. MAXIMUM SIZE TO MATCH FRAMING MEMBER.
3. LAP FRAMING MEMBERS WHICH BARE ON 2X4 STUDS TO PROVIDE FULL BEARING FOR EACH MEMBER.
4. ALL HEADERS TO BE 2-2X8 MINIMUM UNLESS NOTED OR SCHEDULED OTHERWISE ON PLANS.
5. PROVIDE JOIST OR BEAM HANGER WHERE JOISTS, RAFTERS, OR BEAMS FRAME TOGETHER OR TO EACH OTHER AT THE SAME ELEVATION. ALL HANGERS TO BE AS MANUFACTURED BY SIMPSON STRONG TIE OR REVIEWED EQUIVALENT.
6. CONNECT ROOF RAFTERS TO BEARING PLATES WITH TYPE H2, H5 OR H1 CLIP AS MANUFACTURED BY SIMPSON STRONG TIE OR A REVIEWED EQUIVALENT.
7. MULTI-MEMBER BEAMS SHALL BE ATTACHED TOGETHER BY GLUING AND NAILING WITH 16D NAILS AT 6" O.C. STAGGERED TOP AND BOTTOM.

PLYWOOD FLOOR / ROOF DECK

1. PLYWOOD FOR FLOOR DECK TO BE TYPE C-C INTERIOR APA RATED, 1 1/8" THICK (SUB-FLOORING).
1. PLYWOOD FOR ROOF DECK TO BE TYPE C-C EXTERIOR APA RATED, 5/8" THICK.
2. PLACE ROOF DECKING WITH END JOINTS STAGGERED. SECURE SHEETS OVER FIRM BEARING WITH 8D COMMON NAILS @ 6" O.C. AT PANEL EDGES. @ 10" O.C. AT INTERMEDIATE SUPPORTS. ALL PLYWOOD TO BE PLACED PERPENDICULAR TO FRAMING MEMBERS.
3. PROVIDE R-30 BATT INSULATION ALL ATTIC ROOF-WINDOW/DOOR HEADERS

MAX. SPANNO.	SIZE
3'-6"	2 2X6 ON EDGE
4'-6"	2 2X8
6'-0"	2 2X12

NOTE: ALL MAT'L. IS NO. 2 SYP.

FRAMER INSTALL ATTIC BRACING BEFORE INSTALLING DECKING

Project
 Tpy. Residence
 North 1/2 Lot 1, Block 199,
 3420 Maryland Ave.
 Laredo, TX.

Structural

MEP

Civil Engineer

Revisions

1 December 28, 2019

2 January 7, 2020

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

Date December 26, 2019
 Project
 Drawn by JF
 Checked by JF

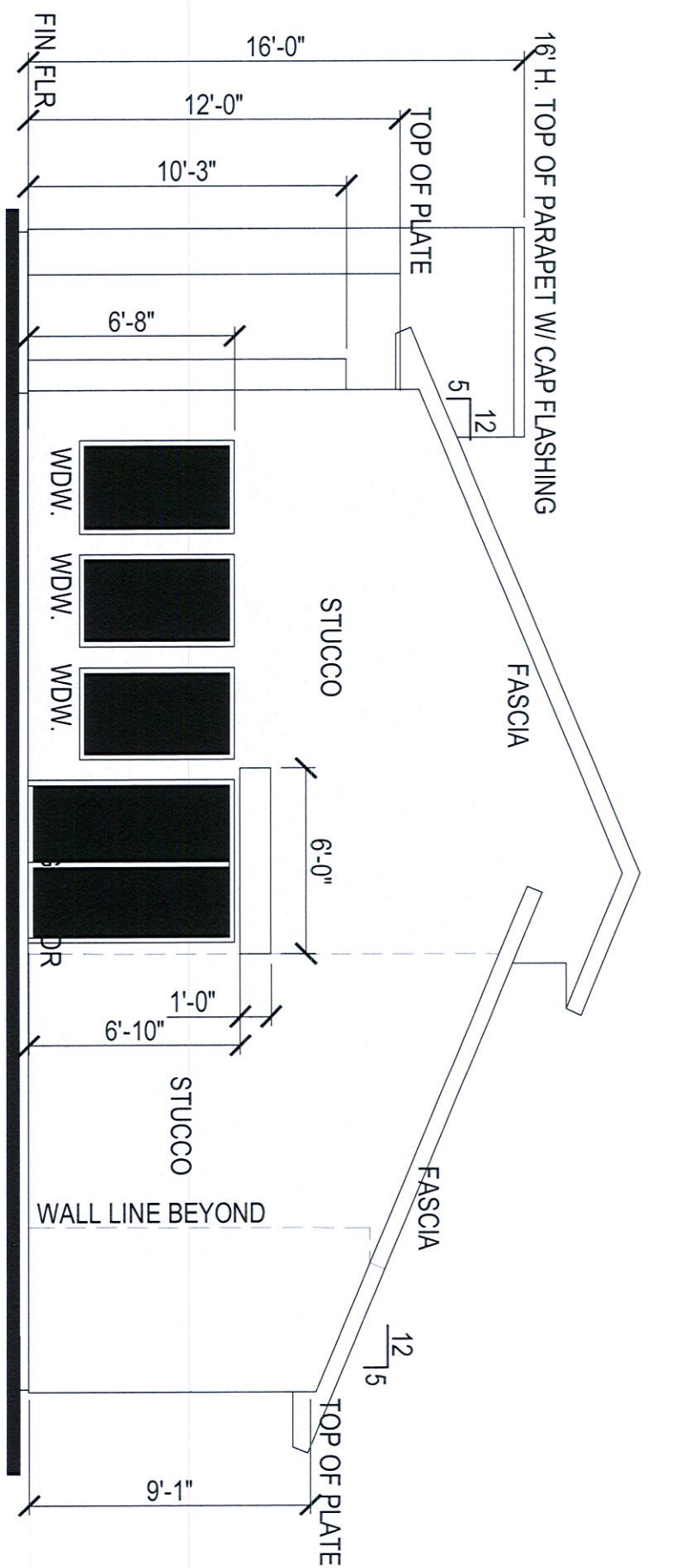
Fernandez Design

6999 McPherson
 North Professional Plaza
 Suite 321
 Laredo, Texas 78041
 T: (956) 285 7717
 jfcaesala@hotmail.com

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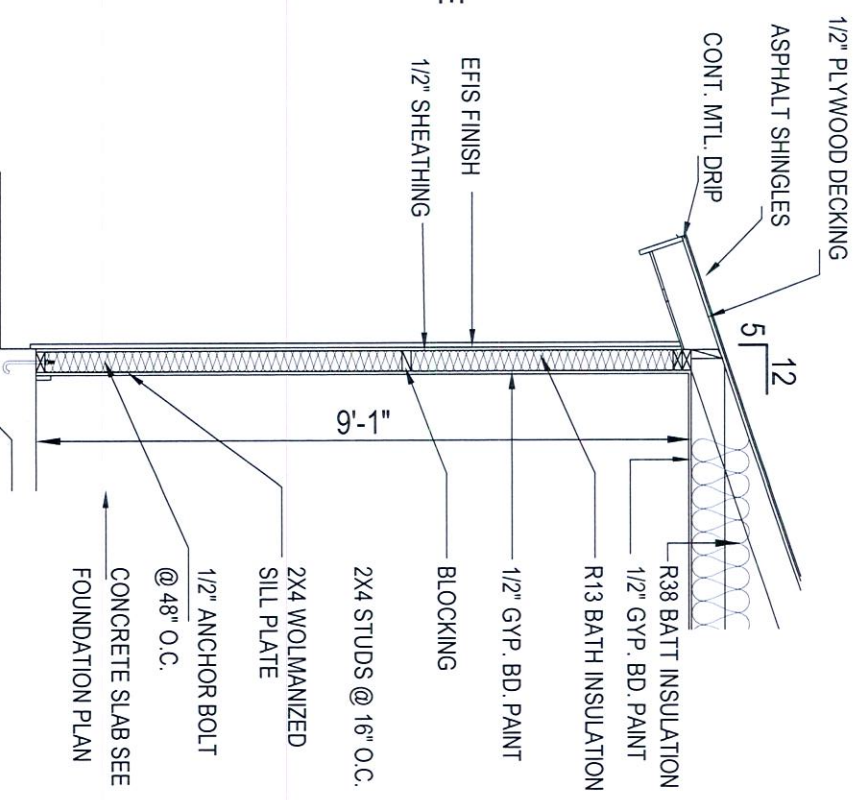
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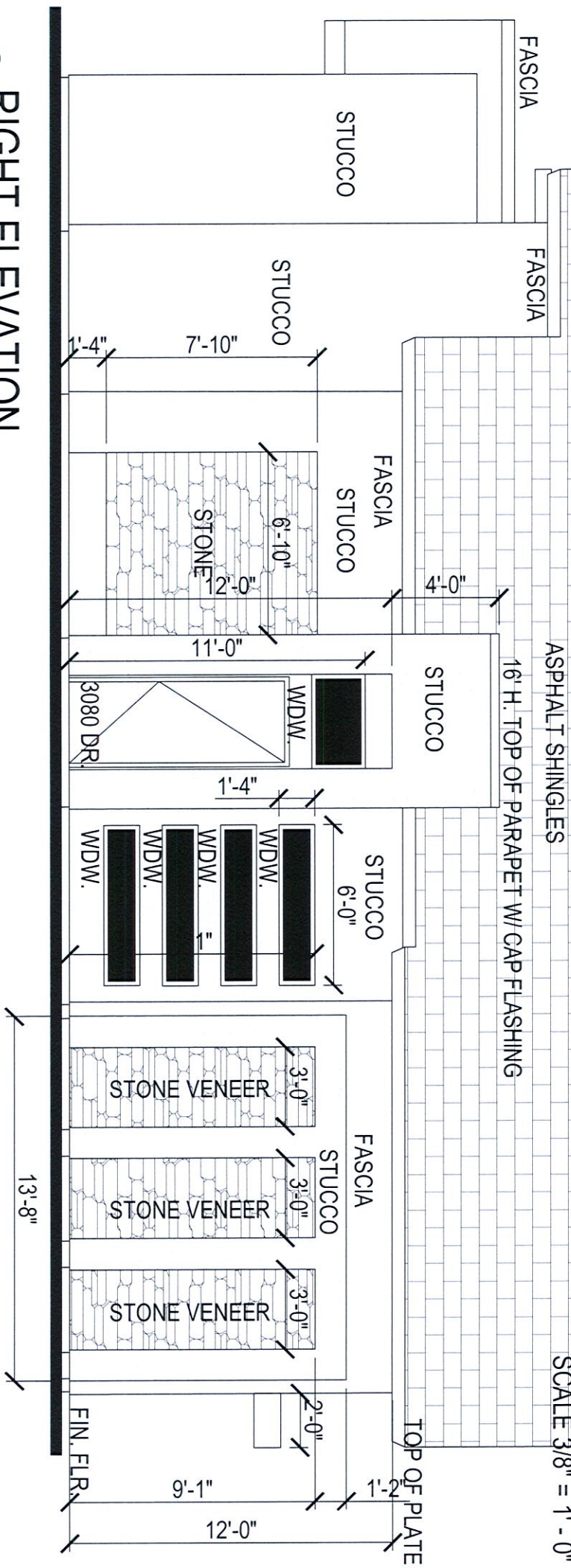
1 MAIN ELEVATION

SCALE 3/16" = 1' - 0"



3 WALL SECTION

SCALE 3/8" = 1' - 0"



2 RIGHT ELEVATION

SCALE 3/16" = 1' - 0"

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Project: Tpy. Residence
 North 1/2 Lot 1, Block 199,
 3420 Maryland Ave.
 Laredo, TX.

Civil Engineer:	MEP:	Structural:
Revisions:		
1 December 28, 2019		
2 January 7, 2020		
3		

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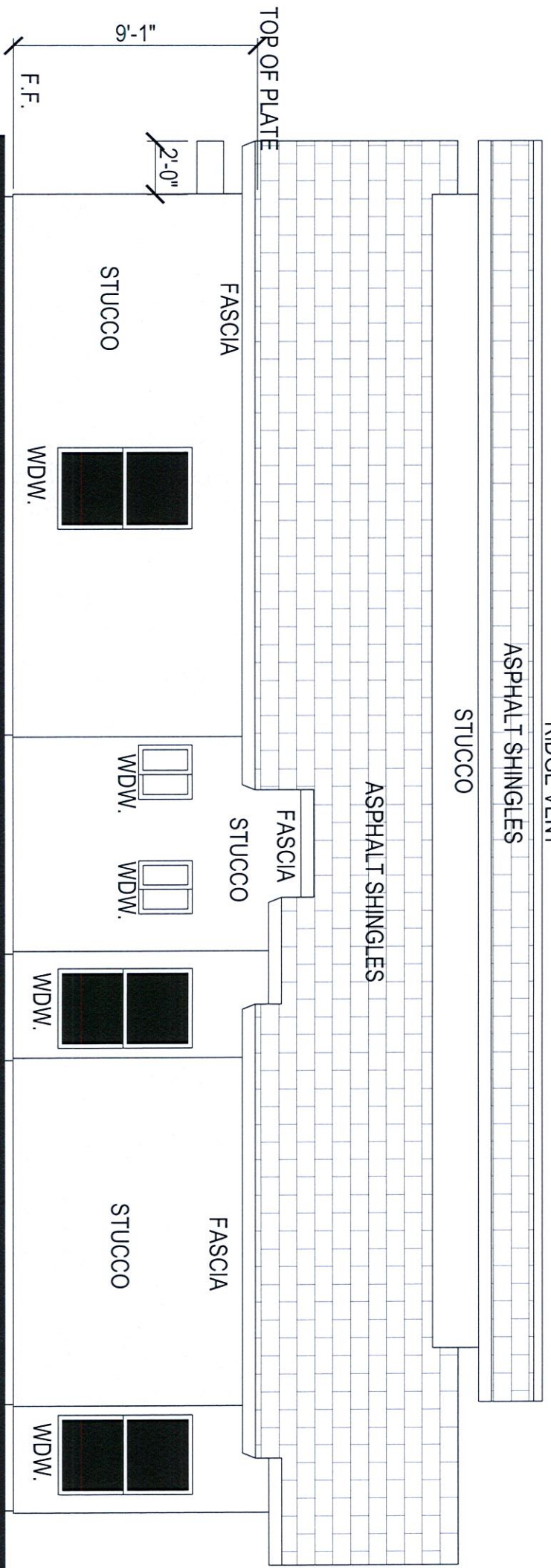
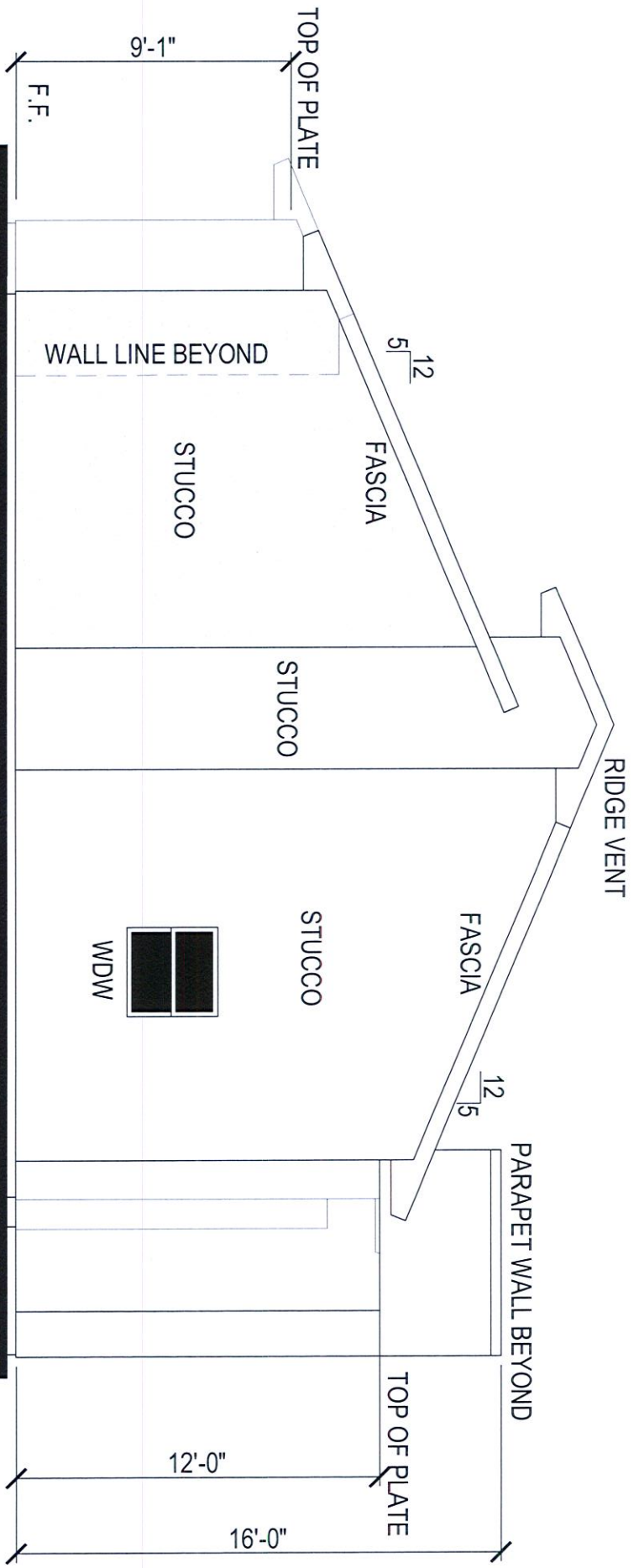
Date:	December 26, 2019
Project:	
Drawn by:	JF
Checked by:	JF

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 joseph@fdnmail.com

6.0



Project
 Tpy. Residence
 North 1/2 Lot 1, Block 199,
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Structural:

MEP:

Civil Engineer:

Revisions
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Project	
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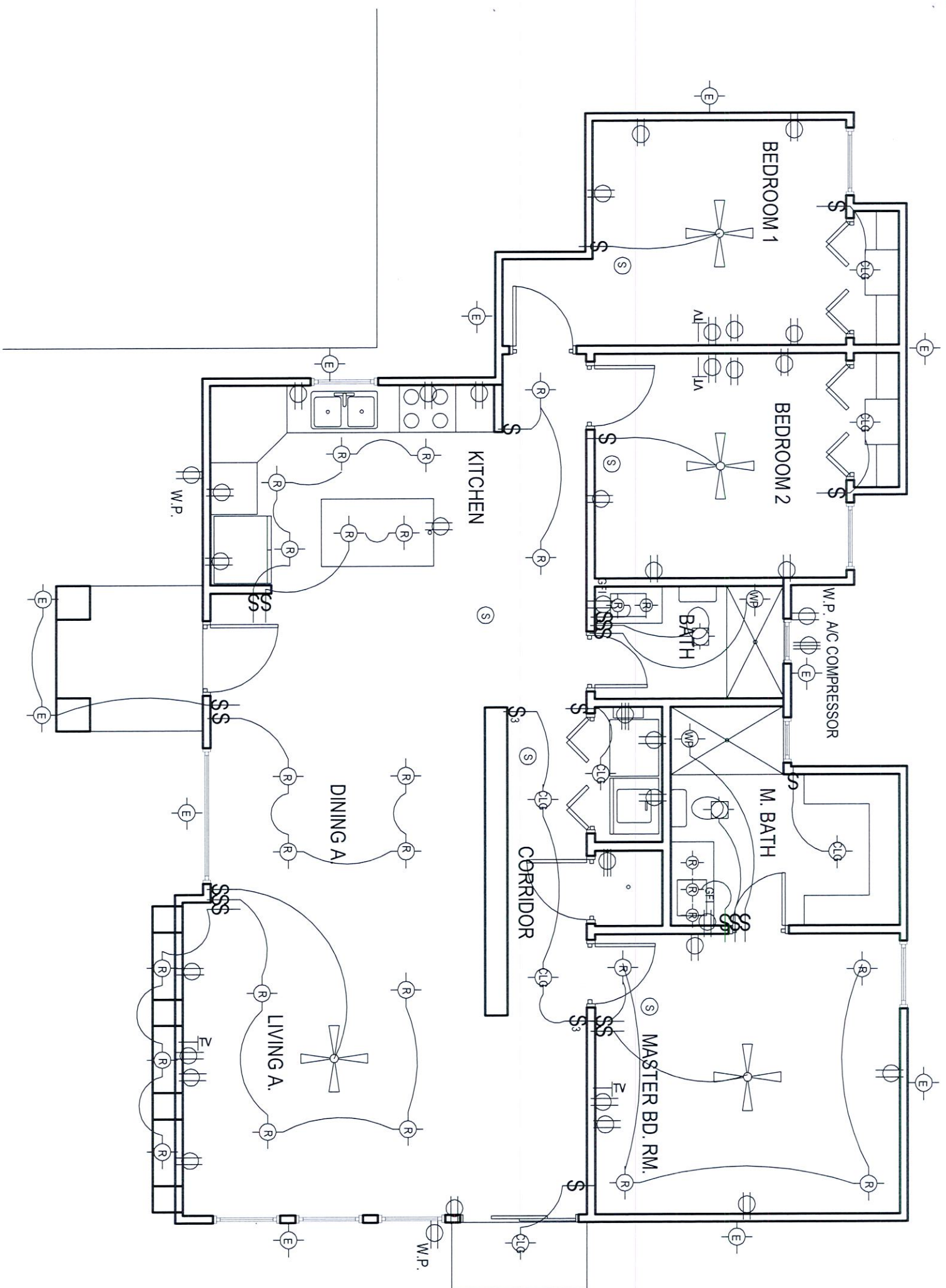
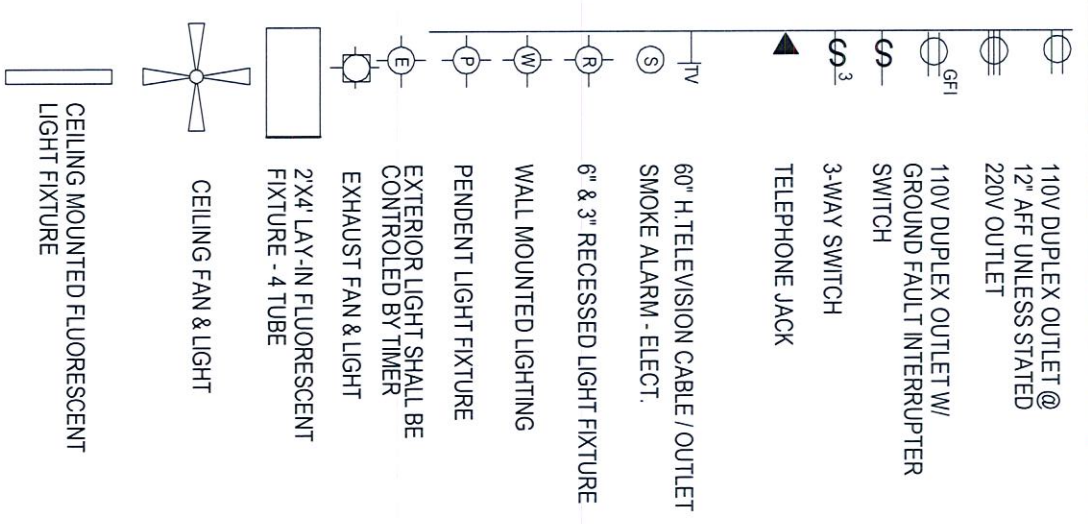
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 joseal@hdmall.com

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ELECTRICAL LEGEND



POWER / LIGHTING PLAN

SCALE 3/16" = 1' - 0"

NOTE:
THE ELECTRICAL SUBCONTRACTOR SHALL PROVIDED ON CEILING
FANS INDEPENDENT WIRE FOR FAN AND LIGHT.
ALL EXTERIOR OUTLET SHALL BE WATER PROOF

Project
Tpy. Residence
North 1/2 Lot 1, Block 199,
3420 Maryland Ave.
Laredo, TX.

Structural:

MEP:

Civil Engineer:

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Project	
Drawn by	JF
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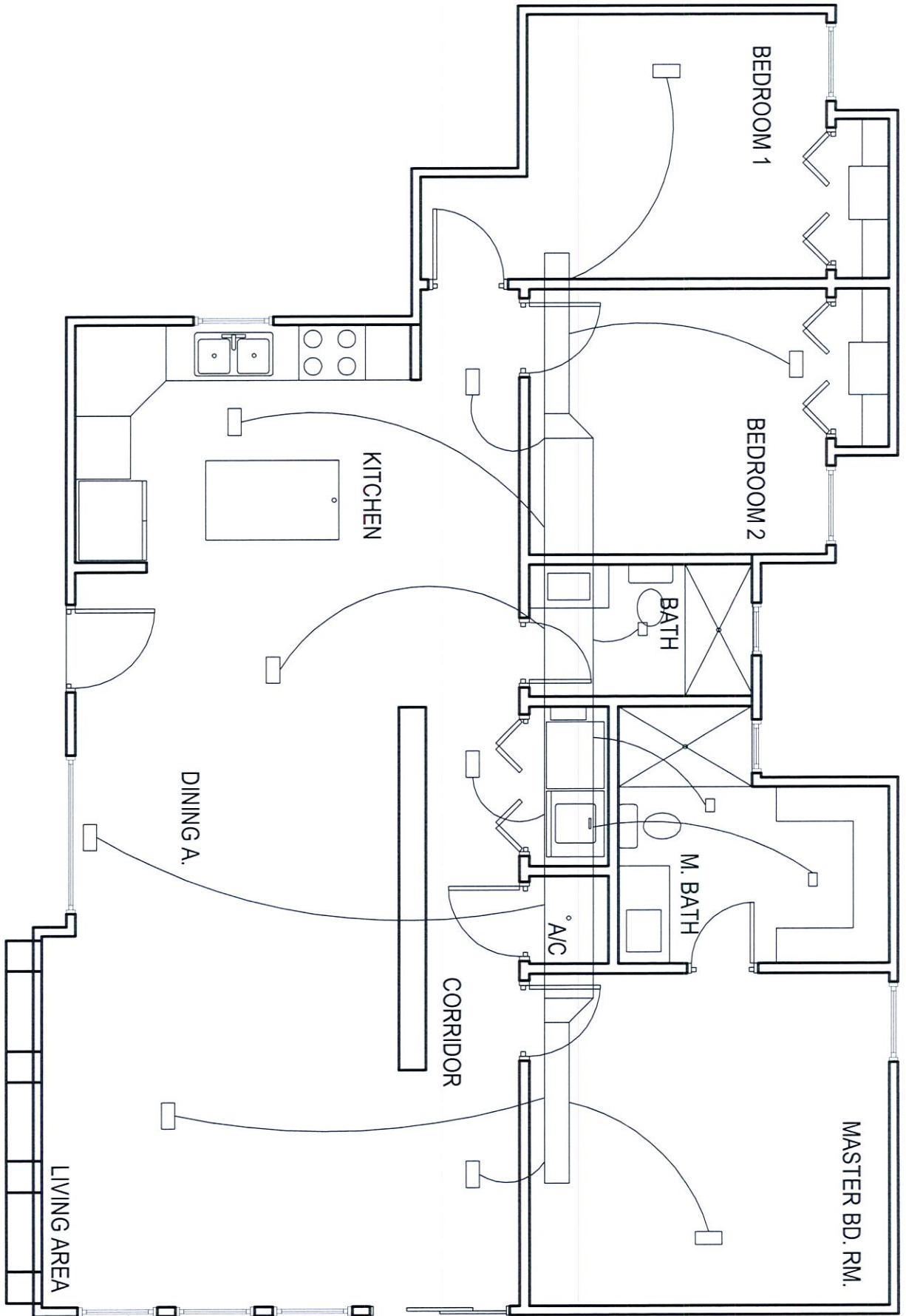
E1

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HVAC LEGEND

-  6"x4" VENT AT BATHROOM
-  6"x12" VENT
-  16"x22" MAIN 2" FIBERGLASS AC DUCT



MECHANICAL PLAN

SCALE 3/16" = 1' - 0"

Project: Tpy. Residence
 North 1/2 Lot 1, Block 199,
 3420 Maryland Ave.
 Laredo, TX.

Structural:

MEP:

Civil Engineer:

Revisions
1 December 28, 2019
2 January 7, 2020
3

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Date:	December 26, 2019
Project:	
Drawn by:	JF
Checked by:	JF

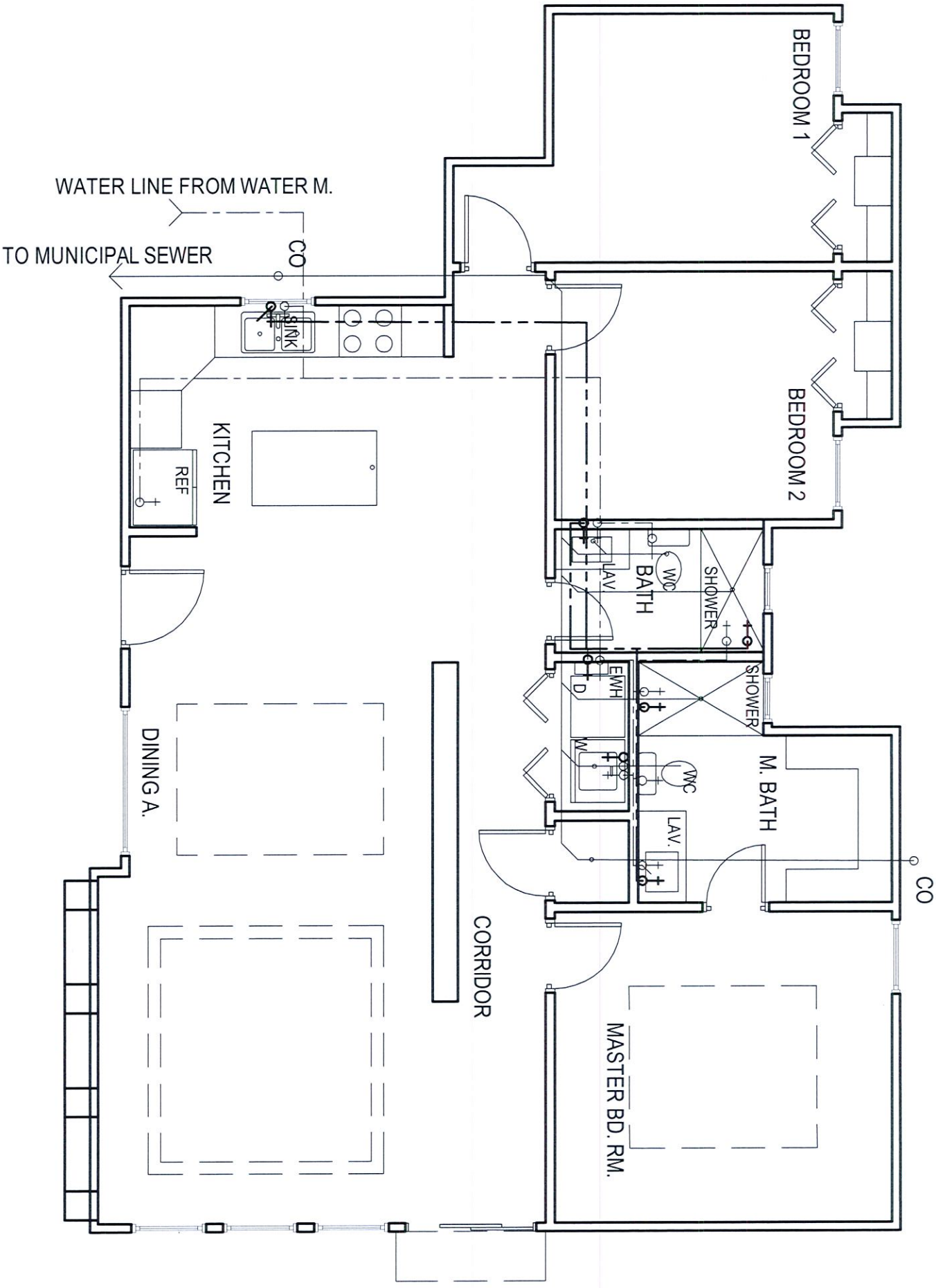
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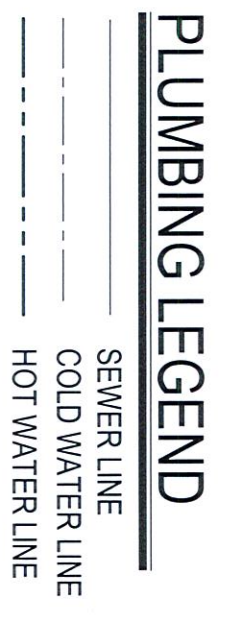
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1 PLUMBING PLAN
SCALE 3/16" = 1' - 0"



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 Laredo, TX.

Civil Engineer:	MEP:	Structural:
Revisions:		
1 December 28, 2019		
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Date: December 26, 2019		
Project:		
Drawn by: JF		
Checked by: JF		

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● Building/Zoning (W421757-011620)

> Request Location 3819 SAN BERNARDO AVE Laredo, TX 78040

▼ Building/Zoning Details

Council District:

Description of Service: According to PD Officer Chapa different cars are seen for sale in the parking lot of Los Girasoles Restaurant possibly without a Car lot Permit (CO).

Additional Information: According to PD Officer Chapa different cars are seen for sale in the parking lot of Los Girasoles Restaurant possibly without a Car lot Permit (CO).

▼ Message History

Date
On 1/16/2020 9:46:37 AM, Edgar Orozco wrote:
Request was created by staff

Reference No
W421757-011620

Created By
Edgar Orozco

Create Date
1/16/2020 9:46 AM

Original Creation Date
1/16/2020 9:46:37 AM

Update Date
1/16/2020 9:47 AM

Required Completion Date
3/24/2020

Current SLA Start Date
1/16/2020 9:46 AM

SLA Age
1 Hours

SLA Days Left
431.8 Hours

Completed/Closed
No

Status
Assigned

Priority
Medium

Assigned Dept
City-Building/Zoning

Assigned Staff
Eloy J. Uribe Jr.

Customer Name
Zoning Supervisor Edgar C

Email Address
eorozco@ci.laredo.tx.us

Phone
956-794-1625

Group
City

Source
Phone to Department

Source Mailbox
(Not Specified)

GovQA (/main/home)

← Browse

▶ Questions

▶ Answers

▶ **Requests**

- All Open Activities Assigned to Me (.../ServiceRequests/14&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests (.../ServiceRequests/16&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Assigned To Me (.../ServiceRequests/15&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Assigned To Me (.../ServiceRequests/17&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Assigned To Me (.../ServiceRequests/32&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Assigned To Me (.../ServiceRequests/54&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Assigned To Me (.../ServiceRequests/19&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Assigned To Me (.../ServiceRequests/20&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Assigned To Me (.../ServiceRequests/60&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Assigned To Me (.../ServiceRequests/58&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Assigned To Me (.../ServiceRequests/55&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])
- All Open Requests Created by Me (.../ServiceRequests/55&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBXJOWWT])

● Building/Zoning (W421757-011620)

> **Request Location** 3819 SAN BERNARDO AVE Laredo, TX 78040

▼ **Building/Zoning Details**

Council District:

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Reference No
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Created By
Edgar Orozco

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Required Completion Date
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SLA Age
1 Hours

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431.8 Hours

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Assigned Staff
Eloy J. Uribe Jr.

Customer Name
Zoning Supervisor Edgar C

Email Address
eorozco@ci.laredo.tx.us

Phone
956-794-1625

Group
City

Source
Phone to Department

Source Mailbox
(Not Specified)

GovQA (/main/home)

▲ Browse

▶ Questions

▶ Answers

▶ Requests

- All Open Activities Assigned to Me (.../ServiceRequest14&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests (.../ServiceRequest16&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Assigned To Me (.../ServiceRequest155&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Assigned To Me (.../ServiceRequest17&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Assigned To Me (.../ServiceRequest32&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Assigned To Me (.../ServiceRequest54&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Assigned To Me (.../ServiceRequest19&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Assigned To Me (.../ServiceRequest20&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Assigned To Me (.../ServiceRequest60&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Assigned To Me (.../ServiceRequest58&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Assigned To Me (.../ServiceRequest55&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])
- All Open Requests Created by Me (.../ServiceRequest19&sid=19813547250EKZYQL[YOUUNVJYRZMEBVLBJXJVVWT])

J2	LAREDO COLLEGE	0.328643	\$73,420	\$73,420	\$241.29
S1	LAREDO ISD	1.396500	\$73,420	\$73,420	\$1,025.31
Total Tax Rate:		2.771143			
				Taxes w/Current Exemptions:	\$2,034.57
				Taxes w/o Exemptions:	\$2,034.57

0.00000000

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1248.0 sqft Value: \$36,750

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	LOW	Block	1799	1248.0
OP	OPEN PORCH	LOW		1799	72.0
ASR	ATTACHED STORAGE ROOM	LOW		1799	45.0
SR	DETACHED STORAGE ROOM	SR		1799	24.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	E_REG2	EASTERN DIVISION	0.0738	3213.00	46.30	69.40	\$18,350	\$0
2	E_REG2	EASTERN DIVISION	0.0737	3209.00	46.30	69.30	\$18,320	\$0

Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$36,750	\$36,670	0	73,420	\$0	\$73,420
2018	\$33,040	\$36,670	0	69,710	\$0	\$69,710
2017	\$28,460	\$31,280	0	59,740	\$0	\$59,740
2016	\$23,510	\$31,280	0	54,790	\$0	\$54,790
2015	\$23,020	\$16,190	0	39,210	\$0	\$39,210
2014	\$27,390	\$16,190	0	43,580	\$0	\$43,580
2013	\$27,390	\$16,190	0	43,580	\$0	\$43,580
2012	\$29,720	\$16,190	0	45,910	\$4,319	\$41,591
2011	\$21,620	\$16,190	0	37,810	\$0	\$37,810

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/18/2016	QCD	QUIT CLAIM DEED	WILKINSON MARIA P	WILKINSON ANDRES	4032	165	1262278
2	12/18/2015	DG	DEED OF GIFT	WILKINSON MARIA P	WILKINSON ANDRES	3907	57	1253644
3	1/24/2008	WDVL	WARRANTY DEED/VENDER LIEN	SANTOS JOE	WILKINSON MARIA P	2521	369	992685

Tax Due

Property Tax Information as of 11/14/2019

Amount Due If Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

MONTGOMERY

AVE.

46.3	"	"	"	"	46.3
1388.9	6	5	4	3	2
			107		
1388.9	7	8	9	10	11
46.3	"	"	"	"	46.3

AVE.

46.3	"	"	"	"	46.3
1388.9	6	5	4	3	2
			199		
1388.9	7	8	9	10	11
46.3	"	"	"	"	46.3

Maryland AVE.

69.4	"	"	"	"	69.4
1388.9	6	5	4	3	2
1388.9	7	8	9	10	11
69.4	"	"	"	"	69.4

ASH

69.44	"	"	69.44
138.9	1	2	3
	SCHOOL		4
	390		
138.9	8	7	6
	TOMAS		5
	SANCHEZ		
69.44	"	"	69.44

ELM

69.44	"	"	69.44
138.9	1	2	3
	383		4
	SCHOOL		
138.9	8	7	6
			5
69.44	"	"	69.44

Springfield

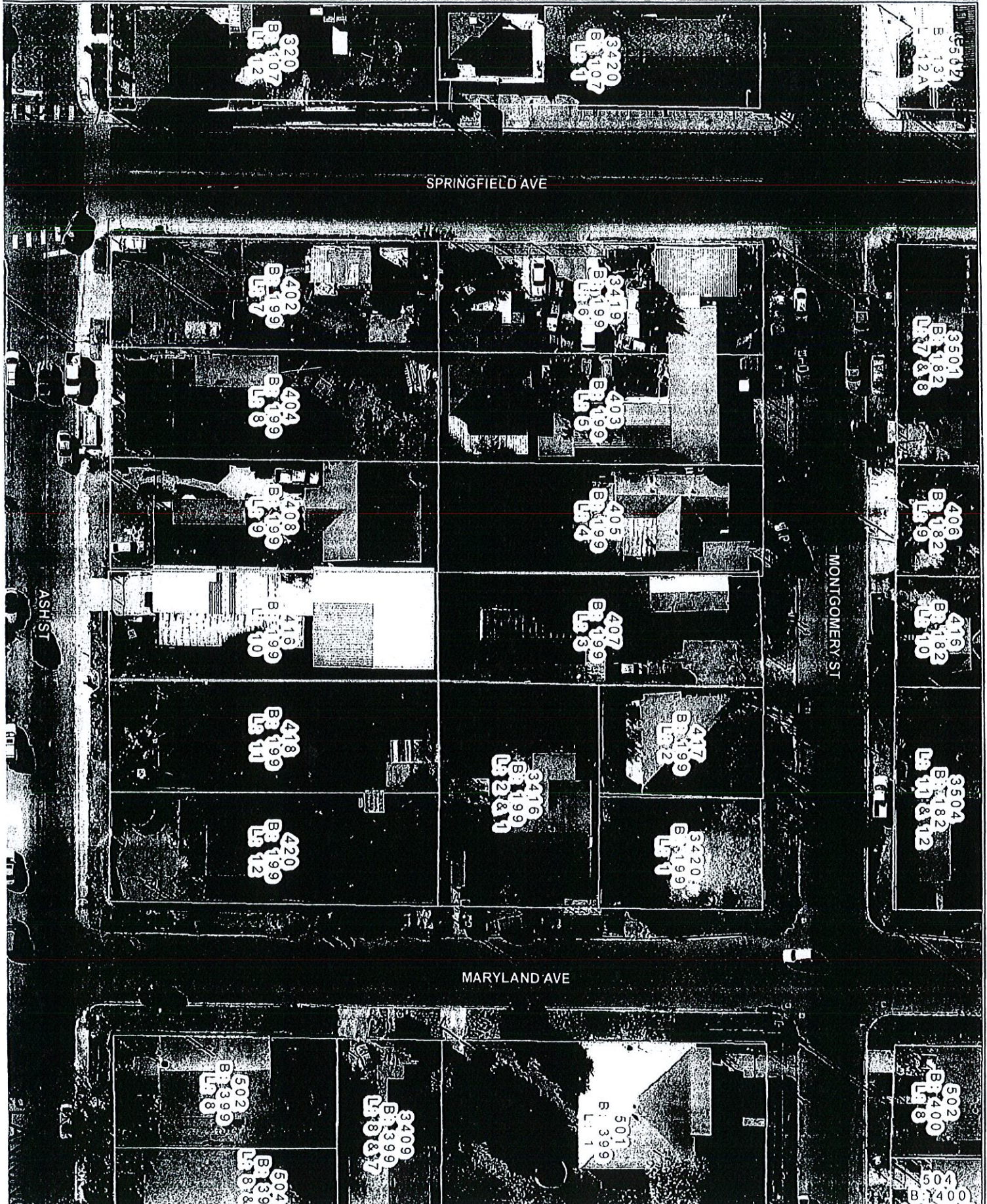
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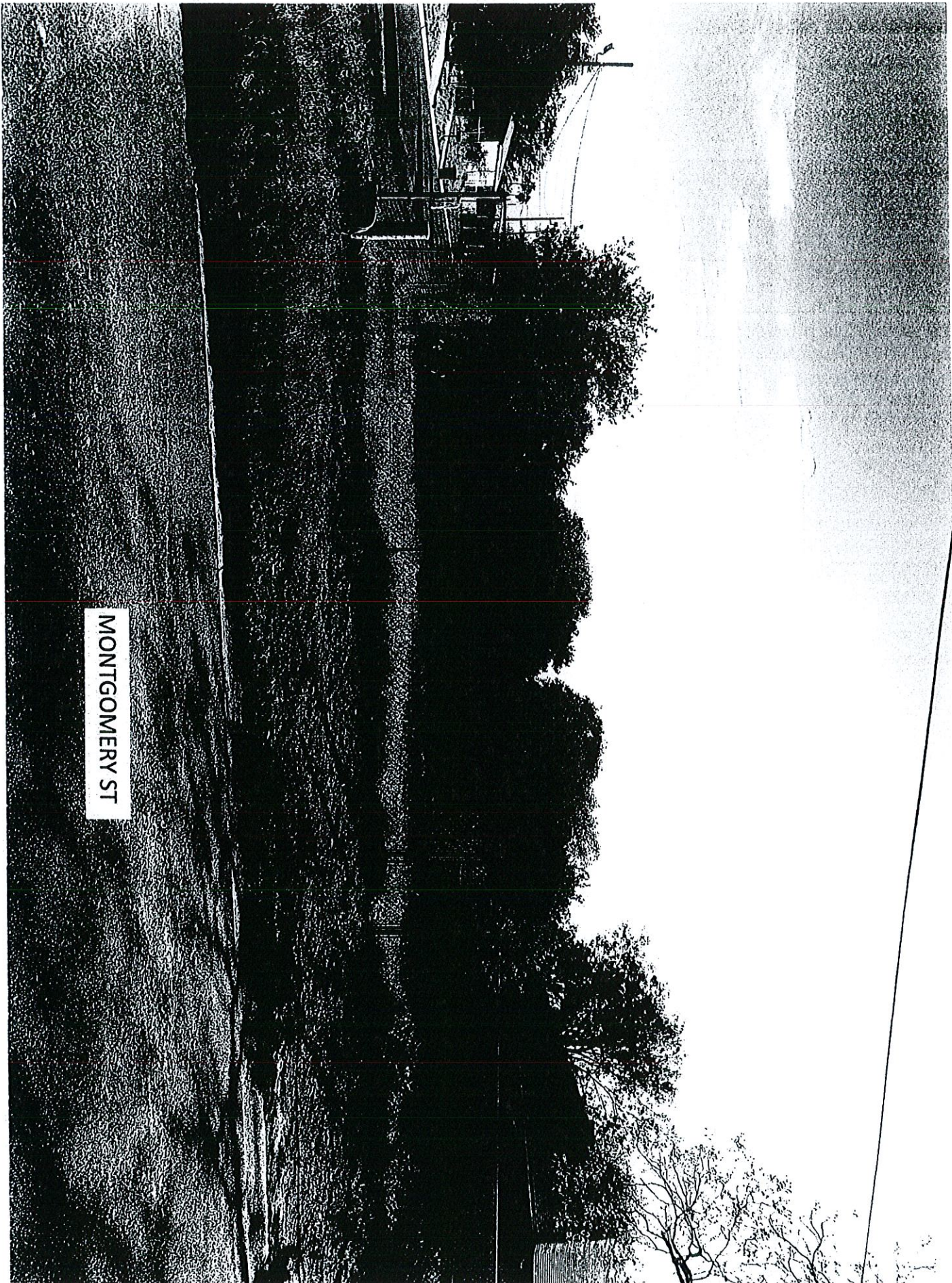
A



DISCLAIMER

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MONTGOMERY ST

**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
2 1/2	2 1/2	2	2	2	4	4	2 1/2	2 1/2	4	2	NA	NA	NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	NA	45	15	15	160	25	25	25	25	25
20	20	20	20	20	20	20	30	30	20	20	NA	24.77.2	25	30	30	10	10	10	10	10	10
10	10	10	10	10	10	10	10	25	10	10	NA	24.77.10	10	10	10	10	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	NA	24.77.2	10	10	10	10	10	20	10	10	10
35	20	20	10	20	20	20	30	20	20	20	b*	24.77.2	b*	20	20	b*	b*	b*	b*	b*	b*
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			6,000			Duplex	6,000	6,000	6,000	6,000	6,000				
					c*	c*			c*			Multi-Family residential	c*	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	
					120	100	100			85.72		Minimum Lot Depth									

KEY

a*
b*
c*
d*
e*
*
**

The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction. 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. The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom. 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. 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.

Webb CAD

Property Search Results > 168797 SANTOS JOE for Year 2019

Tax Year: 2019

Property

Account

Property ID: 168797 Legal Description: SO 1/2 OF LOTS 1-2 BLK 199 ED
 Geographic ID: 327-00199-011 Zoning: R-3
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 3416 MARYLAND AVE Mapsco:
 LAREDO, TX 78041
 Neighborhood: ED_MAP_36 / D-RES P-RES Map ID: 36
 Neighborhood CD: 2036

Owner

Name: SANTOS JOE Owner ID: 49102
 Mailing Address: 1221 SAINT MICHAEL DR % Ownership: 100.000000000000%
 LAREDO, TX 78045-7579

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$86,130	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$36,720	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$122,850	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$122,850	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$122,850	

Taxing Jurisdiction

Owner: SANTOS JOE
 % Ownership: 100.000000000000%
 Total Value: \$122,850

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C1	CITY OF LAREDO	0.634000	\$122,850	\$122,850	\$778.87
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	\$122,850	\$122,850	\$0.00
G3	WEBB COUNTY	0.412000	\$122,850	\$122,850	\$506.14

J2	LAREDO COLLEGE	0.328643	\$122,850	\$122,850	\$403.74
S1	LAREDO ISD	1.396500	\$122,850	\$122,850	\$1,715.61
Total Tax Rate:		2.771143			
				Taxes w/Current Exemptions:	\$3,404.36
				Taxes w/o Exemptions:	\$3,404.35

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 1735.0 sqft **Value:** \$86,130

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	AVG	Brick_Veneer	1978	1735.0
OP	OPEN PORCH	AVG		1978	176.0
BCP	BUILT IN CARPORT	AVG		1990	216.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	E_REG2	EASTERN DIVISION	0.1476	6431.00	69.40	92.60	\$36,720	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$86,130	\$36,720	0	122,850	\$0	\$122,850
2018	\$81,150	\$36,720	0	117,870	\$0	\$117,870
2017	\$75,420	\$31,320	0	106,740	\$0	\$106,740
2016	\$71,360	\$31,320	0	102,680	\$0	\$102,680
2015	\$69,870	\$31,320	0	101,190	\$0	\$101,190
2014	\$68,600	\$31,320	0	99,920	\$0	\$99,920
2013	\$68,600	\$31,320	0	99,920	\$0	\$99,920
2012	\$74,440	\$31,320	0	105,760	\$0	\$105,760
2011	\$74,440	\$31,320	0	105,760	\$0	\$105,760

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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Tax Due

Property Tax Information as of 01/16/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

Webb CAD

Property Search Results > 168798 WILKINSON ANDRES for Tax Year:
 Year 2019

Property

Account

Property ID: 168798 Legal Description: N1/2 OF LOT 1 & 2 BLK 199 ED
 Geographic ID: 327-00199-020 Zoning: R-3
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 417 E MONTGOMERY ST Mapsco:
 LAREDO, TX 78040
 Neighborhood: ED_MAP_36 / D-RES P-RES Map ID: 36
 Neighborhood CD: 2036

Owner

Name: WILKINSON ANDRES Owner ID: 10153116
 Mailing Address: 417 E MONTGOMERY ST % Ownership: 100.000000000000%
 LAREDO, TX 78040-1428

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$36,750	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$36,670	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$73,420	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$73,420	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$73,420	

Taxing Jurisdiction

Owner: WILKINSON ANDRES
 % Ownership: 100.000000000000%
 Total Value: \$73,420

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C1	CITY OF LAREDO	0.634000	\$73,420	\$73,420	\$465.48
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	\$73,420	\$73,420	\$0.00
G3	WEBB COUNTY	0.412000	\$73,420	\$73,420	\$302.49

J2	LAREDO COLLEGE	0.328643	\$73,420	\$73,420	\$241.29
S1	LAREDO ISD	1.396500	\$73,420	\$73,420	\$1,025.31
Total Tax Rate:		2.771143			
				Taxes w/Current Exemptions:	\$2,034.57
				Taxes w/o Exemptions:	\$2,034.57

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 1248.0 sqft **Value:** \$36,750

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	LOW	Block	1799	1248.0
OP	OPEN PORCH	LOW		1799	72.0
ASR	ATTACHED STORAGE ROOM	LOW		1799	45.0
SR	DETACHED STORAGE ROOM	SR		1799	24.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	E_REG2	EASTERN DIVISION	0.0738	3213.00	46.30	69.40	\$18,350	\$0
2	E_REG2	EASTERN DIVISION	0.0737	3209.00	46.30	69.30	\$18,320	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$36,750	\$36,670	0	73,420	\$0	\$73,420
2018	\$33,040	\$36,670	0	69,710	\$0	\$69,710
2017	\$28,460	\$31,280	0	59,740	\$0	\$59,740
2016	\$23,510	\$31,280	0	54,790	\$0	\$54,790
2015	\$23,020	\$16,190	0	39,210	\$0	\$39,210
2014	\$27,390	\$16,190	0	43,580	\$0	\$43,580
2013	\$27,390	\$16,190	0	43,580	\$0	\$43,580
2012	\$29,720	\$16,190	0	45,910	\$4,319	\$41,591
2011	\$21,620	\$16,190	0	37,810	\$0	\$37,810

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/19/2019	WDVL	WARRANTY DEED/VENDER LIEN	WILKINSON ANDRES	ZAPATA MARIA DEL CARMEN & WALTER ZAPATA	4699	0445	1377890
2	4/18/2016	QCD	QUIT CLAIM DEED	WILKINSON MARIA P	WILKINSON ANDRES	4032	165	1262278
3	12/18/2015	DG	DEED OF GIFT	WILKINSON MARIA P	WILKINSON ANDRES	3907	57	1253644

Tax Due

Property Tax Information as of 01/16/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Tax Due	Attorney Fees	Amount Due
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				Base Taxes Paid		Discount / Penalty & Interest			
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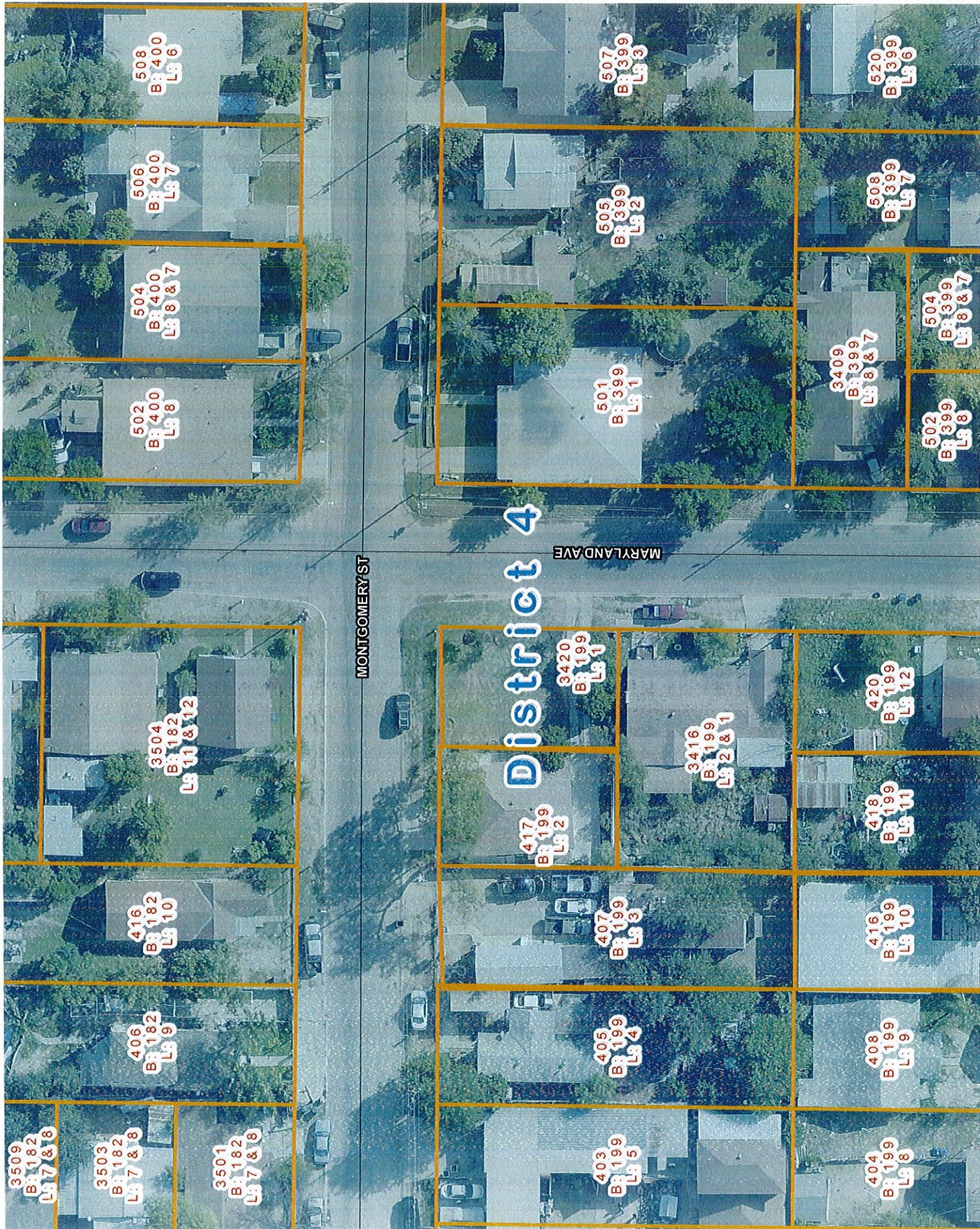
NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

Website version: 1.2.2.28

Database last updated on: 1/15/2020 8:25 PM

© N. Harris Computer Corporation



MONTGOMERY ST

MARYLAND AVE

District 4

3509
B: 182
L: 7 & 8

3503
B: 182
L: 7 & 8

3501
B: 182
L: 7 & 8

406
B: 182
L: 9

416
B: 182
L: 10

3504
B: 182
L: 11 & 12

403
B: 199
L: 5

405
B: 199
L: 4

407
B: 199
L: 3

417
B: 199
L: 2

3420
B: 199
L: 1

3416
B: 199
L: 2 & 1

404
B: 199
L: 8

408
B: 199
L: 9

416
B: 199
L: 10

418
B: 199
L: 11

420
B: 199
L: 12

502
B: 400
L: 8

504
B: 400
L: 8 & 7

506
B: 400
L: 7

508
B: 400
L: 6

501
B: 399
L: 1

505
B: 399
L: 2

507
B: 399
L: 3

502
B: 399
L: 8

504
B: 399
L: 8 & 7

508
B: 399
L: 7

520
B: 399
L: 6

RESOLUTION NO. 2020-R-105

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND MARIA ZAPATA FOR A PROPOSED PROJECT LOCATED AT 3420 MARYLAND AVENUE, NORTH HALF OF LOT 2; BLOCK 199; EASTERN DIVISION THAT CONSISTS OF FOUR BEDROOM HOUSE, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$90,000.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$337.61 AND ESTIMATED TOTAL FEE WAIVERS OF \$995.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, Maria Zapata is proposing a project located at 3420 Maryland Avenue, North half of Lot 2; Block 199; Eastern Division, located within the NEZ THREE (3), that meets the required criteria;

WHEREAS, on September 15, 2017, Resolution 2017-R-098 was approved by City Council created NEZ THREE (3) within City Council District IV;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 3420 Maryland Avenue is hereby approved for fee waivers which will approximately total \$995.00 and tax abatement which will approximately total \$337.61 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2020.

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

JOSE A. VALDEZ, JR

CITY SECRETARY

APPROVED AS TO FORM:

BY: KRISTINA LAUREL HALE

CITY ATTORNEY

**TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between Maria Zapata, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the “Neighborhood Empowerment Zone,” has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, Maria Zapata is the owner of the land located within said Neighborhood Empowerment Zone and described as 3420 Maryland Avenue, (“Property”) which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and Maria Zapata have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of five (5) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

Maria Zapata shall cause to be new construction a new project located at 3420 Maryland Avenue, North half of Lot 2; Block 199; Eastern Division, that consists of a 4bd house with an estimated value of at least \$90,000.00. Maria Zapata agrees to limit the use of the property described herein for said residential development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

Maria Zapata certifies that the residential project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Maria Zapata’s reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

Maria Zapata covenants that the project shall be new construction in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a residential development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to Maria Zapata a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately \$1,688.05. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is \$73,420.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$995.00.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Maria Zapata the City shall have and Maria Zapata shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. Maria Zapata shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

Maria Zapata shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the Property. Maria Zapata shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

Maria Zapata shall be in default of this Agreement if Maria Zapata for any reason fails to substantially comply with the development of the property, discontinues the residential development operations as required by the terms of this Agreement, or if any representation made by Maria Zapata is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to Maria Zapata. If the City terminates this Agreement as a result of default by Maria Zapata, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Maria Zapata, and Maria Zapata hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if Maria

Zapata fails to timely pay the bill. Nothing in this Agreement shall preclude Maria Zapata from disputing the bill.

VII. TERMINATION AT WILL

If the City and Maria Zapata mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and Maria Zapata may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and Maria Zapata and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2020, by City of Laredo.

BY: _____

Robert A. Eads, City Manager

ATTEST:

Jose A Valdez, Jr.

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

Executed this the day of _____, 2020, by Maria Zapata

BY: _____

BY: _____

Name: Maria Zapata

Name: _____

Title: Property Owner

Title: _____

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Kristina L. Hale, Assistant City Manager

Staff Source: Kristina Laurel Hale, Assistant City Manager and Acting City Attorney

SUBJECT

Motion to authorize the City Manager to execute an amendment to the Engagement Agreement with Lloyd Gosselink Rochelle & Townsend, P.C. legal services in relation to the City's purchase of the Ponderosa Regional Landfill by authorizing additional legal fees of \$25,000.00 for a total of \$100,000.00. Existing contract authorized amount to exceed \$75,000.00. Funds are available in the Solid Waste Fund.

PREVIOUS COUNCIL ACTION

On April, 20, 2020, Council approved a Second Addendum to amend the payment for legal services to state that payment shall not exceed \$75,000.

BACKGROUND

On October 22, 2019, the City of Laredo Office of the City Attorney Policy on Engagement of Outside Legal Counsel ("Agreement") by and between the City of Laredo and Lloyd Gosselink Rochelle & Townsend, P.C. ("the Firm") was executed for professional legal services in relation to the City's purchase of the Ponderosa Regional Landfill for an amount not to exceed \$25,000. On January 28, 2020, a First Addendum to the Agreement was executed to amend the payment for legal services to state that payment shall not exceed \$49,999. On July 9, 2020, a Second Addendum to the Agreement was executed to amend the payment for legal services to state that payment shall not exceed \$75,000. Due to the complexity of the negotiations for this purchase, the legal fees are likely to exceed this amount and Council action is required for further amendments to the Agreement in relation to payment for legal services.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

Recommends approval.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste Fund

Account #: 556 2560 533 5507

Change Order: Exceeds 25% Y/N: y

FINANCIAL IMPACT:

Attachments

Addendum

Original Agreement

**THIRD ADDENDUM TO
THE CITY OF LAREDO OFFICE OF THE CITY ATTORNEY
POLICY ON ENGAGEMENT OF OUTSIDE LEGAL COUNSEL**

This Addendum (“Addendum”) to the City of Laredo Office of the City Attorney Policy on Engagement of Outside Legal Counsel (“Original Agreement”) is entered into by and between the City of Laredo and Lloyd Gosselink Rochelle & Townsend, P.C. for legal services provided to the City in relation to the City’s purchase of the Ponderosa Regional Landfill.

This Addendum shall act as an amendment to Section II (B)(5) of the originally signed document dated October 22, 2019.

The parties hereby mutually agree to amend said Original Agreement to state the following:

II. PAYMENT

B. The Firm’s Legal Fees

- 5. Payments for legal services provided by the Firm will be made by the City of Laredo Solid Waste Department and shall not exceed \$100,000.00 or the amount submitted in the initial budget, whichever is greater.**

All other terms and conditions of the Agreement shall remain the same. This Addendum shall hereby become part of the Original Agreement.

**LLOYD GOSSELINK ROCHELLE &
TOWNSEND, P.C.**

CITY OF LAREDO

Jeffrey S. Reed

Date

Robert A. Eads
City Manager

Date

ATTESTED:

Jose Valdez
City Secretary

APPROVED AS TO FORM:

Alyssa J. Castillon
Assistant City Attorney

Mr. Reed's Direct Line: (512) 322-5835
Email: jreed@lglawfirm.com

October 15, 2019

Ms. Rosario C. Cabello
Mr. Robert A. Eads
Co-Interim City Managers
City of Laredo
1110 Houston Street
Laredo, Texas 78040

VIA ELECTRONIC TRANSMISSION

Re: Engagement Letter - City of Laredo;
Billing File Number: 2382-3

Dear Ms. Cabello and Mr. Eads:

We want to express our appreciation for the opportunity you have given our firm to work with you. As part of our routine in opening new files, and in part to comply with the provisions of Texas Local Government Code Chapter 176, we provide clients with an engagement letter. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent the City of Laredo with respect to the purchase of the Ponderosa Regional Landfill in Laredo, Texas from Regional Land Management Services, LTD and the related transfer of the permit to the City (the "Matter"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated October 2, 2018. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may call, write, or e-mail me whenever you have any questions about the Representation.

Ms. Rosario C. Cabello
Mr. Robert A. Eads
October 15, 2019
Page 2

Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation, if needed; legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, although we will make every effort to manage fees and costs by working efficiently and cost-effectively.

My time is billed at the rate of \$300 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Additionally, in order that we comply with the requirements of Chapter 176 of the Texas Local Government Code, we have performed an internal conflicts of interest inquiry. Based on the information obtained from this inquiry, we will file a completed conflict of interest questionnaire with the individual deemed as the records administrator for your entity. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based software, we

Ms. Rosario C. Cabello
Mr. Robert A. Eads
October 15, 2019
Page 3

undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

Document Retention

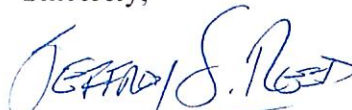
We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink Rochelle & Townsend, P.C. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C.

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you signing and returning the enclosed duplicate original of this document.

Sincerely,



Jeffrey S. Reed

JSR/ldp
7907725
ENCLOSURES

Ms. Rosario C. Cabello
Mr. Robert A. Eads
October 15, 2019
Page 4

Rosario C. Cabello
Signature *RC*

Rosario Cabello
Printed Name

10/22/19
Date

Robert A. Eads
Signature *RAE*

Robert A. Eads
Printed Name

10/22/19
Date

Additional Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

Who Will Provide the Legal Services

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or record in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Lloyd Gosselink Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Charges for Expenses and Services

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, facsimile transmissions, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

**CITY OF LAREDO OFFICE OF THE CITY ATTORNEY
POLICY ON ENGAGEMENT OF OUTSIDE LEGAL COUNSEL**

I. INTRODUCTION

This Policy on Engagement of Outside Legal Counsel is hereby made by and between the City of Laredo, Texas (“City”) and **Lloyd Gosselink Rochelle & Townsend, P.C.** (“Firm”) for its legal expertise in relation to the City’s purchase of the Ponderosa Regional Landfill from Regional Land Management Services, LTD. This Policy shall supplement the written Engagement Letter between the Firm and the City for provision of legal services to the City (“Agreement”).

The City of Laredo Legal Department expects to receive the highest caliber of professional legal services at the most reasonable price. The Firm shall comply with the provisions and directives contained in this Policy. Unless specifically agreed otherwise in writing, this Policy on Engagement of Outside Legal Counsel (“Policy”) shall supplement the Agreement between the Firm and the City. To the extent one or more provisions of the Policy are inconsistent with the Agreement, the Policy will govern as to the inconsistent Agreement provision.

II. THE FIRM’S PROVISION OF LEGAL SERVICES

A. The Firm’s Staff

1. Concurrent with execution of the Agreement, the Firm shall advise the City Attorney which lawyers in the Firm will provide such legal services. Firm shall not use or bill for additional lawyers or staff without prior approval by the City Attorney.
2. Only one attorney from the Firm shall attend meetings. The City will not pay for the participation or attendance of more than one attorney at events absent the City Attorney’s prior written approval.
3. As the Firm has been retained due to its expertise, the City will not pay and the Firm will not bill or invoice for any time spent or expenses incurred in educating Firm members or employees in procedural matters or the substantive law applicable to the legal matter the Firm is handling for the City.
4. The City acknowledges that staffing changes at the Firm may be necessary from time to time. However, once the Firm’s attorneys or legal assistants have begun handling a legal matter for the City, the City will not pay, and the Firm will not bill or invoice, for any resulting “downtime”, “learning time”, or expenses that may result from a staffing change at the Firm.

B. Coordination of Work with the City Attorney’s Office

1. The Firm shall inform the City Attorney of any significant and relevant developments relating to the legal matter being handled by the Firm.

2. If a City representative needs to be present at a meeting with the Firm, then the Firm shall schedule the meeting at a time and place convenient for the City.
3. The Firm must promptly provide documents it creates in the course of handling the legal matter for the City to the City Attorney once finalized. The City shall not pay the Firm for the fees and expenses the Firm incurs in creating such documents until the Firm provides them to the City Attorney.
4. The Firm shall ensure that the City Attorney receives copies of all relevant correspondence between the parties or their counsel in a timely manner.
5. The Firm shall not issue any press release, announcement or other release of information relating to legal matters on which it represents the City without the prior consent of the City Attorney.

C. Legal Resources

1. In order to reduce the City's legal costs where practicable, the Firm's attorneys shall make use of the legal personnel in the City Attorney's office, as well as any other personnel or facilities of the City, i.e. the City Attorney's Office will assist the Firm in coordinating and scheduling matters associated with the appearance or participation of City employees.
2. Prior approval by the City Attorney is required before the Firm undertakes a significant legal research project.
3. In some cases, the Firm's attorney and the City Attorney may share responsibilities for document retrieval.
4. The Firm shall use paralegal personnel whenever possible in order to reduce the City's overall legal costs.

III. PAYMENT

A. The Firm's Budget and Billing Policies

1. The Firm shall provide to the City Attorney an initial budget which shall include, at a minimum, a list of each specific legal service the Firm shall perform for the City and include:
 - a. A detailed estimate of all fees, expenses, and costs the Firm shall charge for each legal service to be performed by the Firm;
 - b. The identity and billing rate of each of the Firm's attorneys and paralegals who are to perform each legal services;
 - c. The amount of time the Firm expects to take to perform each legal service.

2. The Firm shall update its budget every six months or more frequently as requested by the City Attorney. The Firm shall provide a copy of each revised budget to the City Attorney, and shall point out and explain each material modification or change from previous budgets.
3. *If it becomes apparent to the Firm that it will exceed its budget, the Firm must promptly notify the City Attorney in writing, describing in detail the reason(s) why the Firm expects to or has overrun its budget.*
4. The City will not pay any amount in excess of the Firm's budget without the prior written approval of the City Attorney and, where appropriate, the City Council.
5. Failure to timely submit invoices each month, that is on or before the first business day of the month following the month in which services are rendered or expenses incurred, may result in the City denying or reducing payment for the invoiced amounts to the extent the invoiced amounts are unverifiable or disputed by the City Attorney, or otherwise prohibited or restricted as described in Section IV. Monitoring Contract Funds.

B. The Firm's Legal Fees

1. The Firm shall bill the City on a monthly basis as follows:
 - a. The Firm shall identify the total amount to be charged to the City for all legal services provided by the Firm.
 - b. The Firm shall provide a billing report for each specific legal service performed by the Firm as identified in the Firm's budget. For each such legal service, the billing report shall include:
 - 1) each date on which the legal service was performed;
 - 2) the time expended performing legal services on each date;
 - 3) each member of the Firm who performed the legal service on each date;
 - 4) the billing rate of each member of the Firm so identified;
 - 5) the total charge for performance of the legal service by each Firm member during this day and time;
 - 6) the then-current maximum allocation and the cumulative total of all charges billed to date to the City under this Agreement.

2. All time billed by the Firm shall be in increments of 6 minutes (1/10 of an hour) and shall specifically identify the legal service performed by the Firm's personnel during that time, in accordance with the list of legal services identified in the Firm's budget.
3. Block billing is unacceptable. Each task and its corresponding time entry shall be identified separately.

JSR
2

~~4. If the Firm expects to be compensated for a conference between two or more of the Firm's personnel without any participants from outside the Firm, then:~~

~~a. The Firm employees shall not each charge the City for their time spent participating in the conference at their individual hourly billing rates. Instead, the Firm shall be compensated for the conference at an amount that is equal to a "special conference hourly billing rate" multiplied by the length of the conference (in hours). The "special conference hourly billing rate" shall not exceed 150% of the highest billing rate associated with the conference, which the Firm may determine in either of the two following ways:~~

~~1) As equal to the per-hour billing rate of the Firm employee participating in the conference with the highest per-hour billing rate, or~~

~~2) As equal to the pro rata billing rate for the conference, which shall be calculated as follows:~~

~~i. Each member's hourly billing rate is multiplied by the number of hours that member participated in the conference;~~

~~ii. Each member's individual per-hour billing rate charge is added together to arrive at the total amount of charges associated with the conference; and~~

~~iii. The total amount of charges associated with the conference is divided by the number of Firm members participating in the conference.~~

~~b. The Firm must justify such an expense in writing at the time the bill for such a meeting is presented to the City, including a description of how the Firm arrived at the "special conference hourly billing rate" charged to the City for this conference.~~

5. Payments for legal services provided by the Firm will be made by the City of Laredo Solid Waste Department and shall not exceed \$25,000 or the amount submitted in the initial budget, whichever is greater.

C. The Firm's Expenses

1. The City shall reimburse the Firm for the actual cost of out-of-pocket expenses incurred by the Firm which are related to the legal matter the Firm handles for the City, as follows:
2. Specific Expense Provisions:
 - a. Photocopy Expenses.
 - 1) Any photocopy expenses incurred by the Firm at a cost of more than 10 cents per page must be approved in advance by the City Attorney.
 - 2) Any photocopy costs in excess of \$500 for a single job must be authorized in advance by the City Attorney. The Firm's request for approval of such photocopy costs must be accompanied by cost estimates provided by at least three (3) photocopy vendors, one of which may be the Firm itself.
 - b. Travel Expenses.
 - 1) The Firm shall exercise prudence in incurring travel expenses. Travel expenses for lodging, meals, and out-of-town transportation shall be at reasonable rates and consistent with the City's travel policies. It shall be the Firm's responsibility to apprise itself of the City's travel policies; if clarification of such policies is required, the Firm may contact the City Attorney for such clarification.
 - 2) The Firm shall not charge for any time a Firm member spends traveling or providing legal services during travel, unless otherwise approved in advance by the City Attorney.
 - 3) Whenever the Firm wishes to have more than one Firm member incur travel expenses related to the legal matter the Firm is handling for the City, the Firm must request and obtain advance approval from the City Attorney for such travel expenses. This requirement applies regardless of whether the different Firm members incur travel expenses at the same time or at different times.
 - 4) The Firm shall not charge for time or mileage while traveling within the City limits.
 - c. Telephone/Telecommunications Expenses.
 - 1) The City shall not pay for any of the Firm's local telephone expenses.

- 2) The maximum time the City shall pay for the Firm's long-distance phone calls related to the legal matter the Firm is handling for the City (whether incurred for voice or data transmission) is 15 minutes, unless the Firm provides a detailed explanation justifying payment for a longer period.
 - 3) The City shall not pay for the following unless agreed to in advance and in writing by the City Attorney: Fax charges for local numbers and for long distance numbers at more than the cost of the call.
 - d. The City shall not pay any of the following out-of-pocket expenses incurred by the Firm unless such payment is agreed to in advance by the City Attorney:
 - 1) Secretarial or word processing services (normal, temporary, or overtime);
 - 2) Any staff service charges, regardless of when such charges are incurred, such as meals, filing, or proofreading.
 - e. The following Firm expenses shall not be paid for by the City in any event:
 - 1) Office supplies;
 - 2) Firm time spent responding to the City's billing inquiries or preparing bills, billing estimates, expense reports, budgets or status reports;
 - 3) Overhead, including but not limited to, after-hours air conditioning or heating and online legal research service fees (including but not limited to any Westlaw or Lexis charges or fees), however characterized.
3. The Firm shall bill the City for its expenses by submitting invoices detailing the following for each expense for which the Firm wishes to be reimbursed:
 - a. Identification of the legal service performed for the City in which the Firm incurred the expense;
 - b. Identification of the specific expense incurred by the Firm, including but not limited to:
 - 1) Long distance calls to the extent permitted under Section C(2)(c) as reimbursable travel expenses;
 - 2) Photocopying.
 - c. If the expense is a travel expense, then the Firm shall itemize such expenses separately on an attached form and describe in specific detail the type of expense incurred and where applicable, the person incurring the charge or participating in the event. Allowable costs are:

- 1) Travel;
 - 2) Lodging;
 - 3) Business meetings;
 - 4) Meals (**alcoholic beverages are not allowable costs**);
 - 5) Taxis and similar ride-sharing or transportation network vehicles (e.g. Uber, Get Me, or Lyft); and
 - 6) Long distance telephone or fax charges related to the legal matter being handled by the Firm.
4. In addition to the above invoices, the Firm must also submit receipts or other documentation verifying each expense for which the Firm expects to be reimbursed by the City.

D. Audits and Reviews

1. At any time, representatives of the City may audit the Firm's invoices, billings, and invoicing and billing practices in respect to the legal services the Firm provides to the City.
2. The City Attorney shall review all bills and invoices and may request that the Firm reasonably adjust such bills and invoices to comply with the provisions and directives contained in this Policy.

IV. MONITORING CONTRACT FUNDS

It is the Firm's responsibility to closely monitor expenditures under the Agreement and to notify the City Attorney, in writing, when fees and expenses equal to 80% of the total budgeted amount that have been accrued or committed, even if they have not yet been billed. At this point, the Firm shall stop providing services, unless instructed otherwise by the City Attorney, until notified in writing that the City has allocated additional funding. The City has no obligation to pay for invoiced amounts in excess of the 80% allocation in the absence of prior, written approval from the City Attorney. **THE CITY SHALL NOT HAVE ANY OBLIGATION TO PAY AND SHALL NOT PAY FOR SERVICES RENDERED OR EXPENSES INCURRED AFTER ALLOCATED FUNDS ARE EXHAUSTED.**

V. TERMINATION

Despite the termination provisions set out in the Agreement between the City and the Firm, the Firm shall not terminate the agreement and stop providing legal services to the City in the following situations: (a) within 60 days of an administrative hearing or any applicable deadline; or (b) in any other situation in which the Firm's termination of legal services would result in substantial prejudice to the City's rights.

The Firm may withdraw in accordance with the Texas Disciplinary Rules of Professional Conduct.

THIS PROHIBITION OF TERMINATION OF THE AGREEMENT UNDER CERTAIN CIRCUMSTANCES DOES NOT AFFECT THE FIRM'S OBLIGATION TO SUSPEND THE PROVISION OF SERVICES UNDER SECTION IV ABOVE.



Jeffrey S. Reed

_____ Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lloyd Gosselink Rochelle & Townsend, P.C.
Austin, TX United States

Certificate Number:
2019-551660

Date Filed:
10/15/2019

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

Date Acknowledged:

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.
20191015--2382-3
Legal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Reed, Jeffrey	Austin, TX United States		X
Kalisek, Lauren	Austin, TX United States	X	
Gay, Geoffrey	Austin, TX United States	X	
Crump, Georgia	Austin, TX United States	X	
Townsend, Lambeth	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jeffrey S. Reed and my date of birth is 9/14/65.

My address is 8116 Congress Ave., Ste. 1900 Austin TX 78701 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 15th day of Oct., 2019.
(month) (year)

Jeffrey S. Reed
Signature of authorized agent of contracting business entity
(Declarant)

**FIRST ADDENDUM TO
CITY OF LAREDO OFFICE OF THE CITY ATTORNEY
POLICY ON ENGAGEMENT OF OUTSIDE LEGAL COUNSEL**

This Addendum ("Addendum") to the City of Laredo Office of the City Attorney Policy on Engagement of Outside Legal Counsel ("Original Agreement") is entered into by and between the City of Laredo and Lloyd Gosselink Rochelle & Townsend, P.C. for legal services provided to the City in relation to the City's purchase of the Ponderosa Regional Landfill.

This Addendum shall act as an amendment to Section II (B)(5) of the originally signed document dated October 22, 2019.

The parties hereby mutually agree to amend said Original Agreement to state the following:

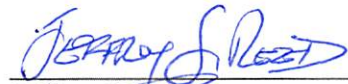
II. PAYMENT

B. The Firm's Legal Fees

5. Payments for legal services provided by the Firm will be made by the City of Laredo Solid Waste Department and shall not exceed \$49,999 or the amount submitted in the initial budget, whichever is greater.

All other terms and conditions of the Agreement shall remain the same. This Addendum shall hereby become part of the Original Agreement.

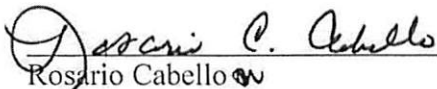
LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C



Jeffrey S. Reed

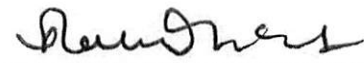
Date

CITY OF LAREDO:



Rosario Cabello
Co-Interim City Manager

1/28/20
Date



Robert A. Eads
Co-Interim City Manager

1/28/2020
Date

City Council-Regular

33.

Meeting Date: 07/27/2020
Initiated By: Jose A. Valdez Jr., City Secretary
Agenda Category: City Secretary's Office
Staff Source: Jose A. Valdez Jr.

SUBJECT

Discussion with possible action on the up coming November 3, 2020 General City Elections relating to election calender, voting sites and any other matters incident thereto.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, CD Director; Juan Gomez, Parks Director; Ramon Chavez, City Engineer

SUBJECT

2020-R-106 Authorizing the City Manager to execute legal documents conveying a 6' perpetual easement and right of way at Las Misiones Park to AEP Texas, Inc. over, under, across, and upon a 689.09 sq. ft. tract of land out of a 10.4393 Acre tract as recorded in Volume 2503, Pages 16-20, W.C.O.P.R; Laredo, Webb County, Texas.; said 689.09 sq. ft. tract is more particularly described by metes and bounds in attached "Exhibit A" and boundary survey in attached "Exhibit B"; and providing for an effective date.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

AEP Texas, Inc. has requested that the City of Laredo grant them a perpetual easement and right of way with the right of ingress and egress over, under, across, and upon the easement area for the purpose of constructing, operating, reconstructing on poles or burying and replacing, 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.

The conveyance of this easement is needed for the electrical modifications occurring at Las Misiones Park.

It is in the best interest of the City of Laredo to convey the above referenced easement to AEP Texas, Inc., as described by both Exhibits A & B.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval of the passage of this Resolution as presented.

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?: N

Source of Funds: NA

Account #: NA

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact. Will be recorded in the Fixed Asset System.

Attachments

Resolution 2020-R-106

AEP Easement 689.09 sq ft

Exhibit A Survey metes and bounds

RESOLUTION NO. 2020-R-106

AUTHORIZING THE CITY MANAGER TO EXECUTE LEGAL DOCUMENTS CONVEYING A 6' PERPETUAL EASEMENT AND RIGHT OF WAY TO AEP TEXAS, INC. OVER, UNDER, ACROSS, AND UPON A 689.09 SQ. FT. TRACT OF LAND OUT OF A 10.4393 ACRE TRACT AS RECORDED IN VOLUME 2503, PAGES 16-20, W.C.O.P.R; LAREDO, WEBB COUNTY, TEXAS; SAID 689.09 SQ. FT. TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A" AND BOUNDARY SURVEY IN ATTACHED "EXHIBIT B"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AEP Texas, Inc. has asked the City of Laredo to grant them a perpetual easement and right of way with the right of ingress and egress over, under, across, and upon the easement area for the purposes of modifying electrical infrastructure at Las Misiones Park, and

WHEREAS, said easement will be utilized for the purposes of constructing, operating, reconstructing and installing of electrical facilities which include but are not limited to, distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables, conduits, communication circuits, metering equipment and all necessary or desirable appurtenances, and

WHEREAS, the City Council finds that it is necessary and in the best interest of the City of Laredo to grant said easement and right of way to AEP, Texas Inc., as described in Exhibits "A" and "B".

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

- A. It authorizes Authorizing the City Manager to execute legal documents conveying a 6' perpetual easement and right of way to AEP Texas, Inc. over, under, across, and upon a 689.09 sq. ft. tract of land out of a 10.4393 Acre tract as recorded in Volume 2503, Pages 16-20, W.C.O.P.R; Laredo, Webb County, Texas.; said 689.09 sq. ft. tract is more particularly described by metes and bounds in attached "Exhibit A" and boundary survey in attached "Exhibit B"; and providing for an effective date.
- B. Said easement will be utilized for the modification and instillation of electrical facilities to serve Las Misiones Park.
- C. This ordinance shall become effective upon passage thereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS _____ DAY OF _____, 2020.**

**PETE SAENZ
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**KRISTINA L. HALE
CITY ATTORNEY**

**BY: RICARDO BENAVIDES
ASSISTANT CITY ATTORNEY**

CP 460-OH/UG Rev (04/18)
Town: Laredo
Submitted by: FEG/GO

WR# 74243052B

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:

SEE EXHIBIT "A" AND "B", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (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 _____, 2020.

[Rest of this page intentionally left blank-Signature page follows]

CITY OF LAREDO,
A MUNICIPAL CORPORATION

By: _____
Robert A. Eads, City Manager

APPROVED AS TO FORM

By: _____
Ricardo Benavides, III, Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WEBB

This instrument was acknowledged before me on this _____ day of _____,
2020, by Robert A. Eads, City Manager of the City of Laredo.

Notary Public, State of Texas

(Seal)

**Legal Description for 6' AEP Easement
A 0.0158 Acre (689.09 SF) Tract Out Of
A 10.4393 Acre City of Laredo Tract
City of Laredo, Webb County, Texas**

A tract of land containing 0.0158 acres (689.09 SF), more or less, out of Porcion 32, and out of a 10.4393 acre tract of land conveyed in a deed to the City of Laredo, as recorded in Volume 2503 Pages 16-20, Webb County Official Public Records; this 0.0158 acre tract is more particularly described in metes and bounds as follows:

COMMENCING at a found ½" diameter iron rod at the northeast corner of the Lago Del Valle, Phase IV plat recorded in Volume 35, Pages 54-55, Webb County Plat Records, same point being the northwest corner of a 7.9060 acre tract deed conveyed to Santa Fe Webb, L.L.C. Tract II, recorded in Volume 3137, Pages 660-668, Webb County Official Public Records, and a point along the south boundary line of the 10.4393 acre City of Laredo Tract, same line being the common boundary line of Porcion 32 and Porcion 33;

THENCE N 84° 38' 04" W, through the interior of the 10.4393 acre City of Laredo Tract, a distance of 60.31 feet to a set ½" diameter iron rod for the **POINT OF BEGINNING** and exterior corner hereof;

THENCE S 00° 09' 49" E, through the interior of the 10.4393 acre City of Laredo Tract, a distance of 6.00 feet to a set ½" diameter iron rod along the common boundary line of the aforementioned Tract and the Lago Del Valle Phase IV plat, and exterior corner hereof;

THENCE S 89° 50' 11" W, continuing along the aforementioned common boundary, a distance of 115.00 feet to a set ½" diameter iron rod, same point being the southwest corner of the 10.4393 acre City of Laredo Tract and southeast corner of an A.R. Sanchez, JR. tract recorded in Volume 497, Pages 999-1001, Webb County Deed Records, and exterior corner hereof;

THENCE N 02° 44' 25" E, continuing along common boundary line of the A.R. Sanchez, JR. tract and the 10.4393 acre City of Laredo Tract, 6.01 feet to a set ½" diameter iron rod, and exterior hereof;

THENCE N 89° 50' 11" E, through the interior of the 10.4393 acre City of Laredo Tract, a distance of 114.70 feet to the **POINT OF BEGINNING**, containing within these metes and bounds, 0.0158 acres (689.09 SF), more or less.

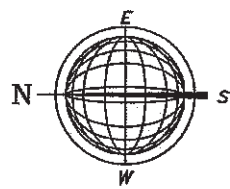
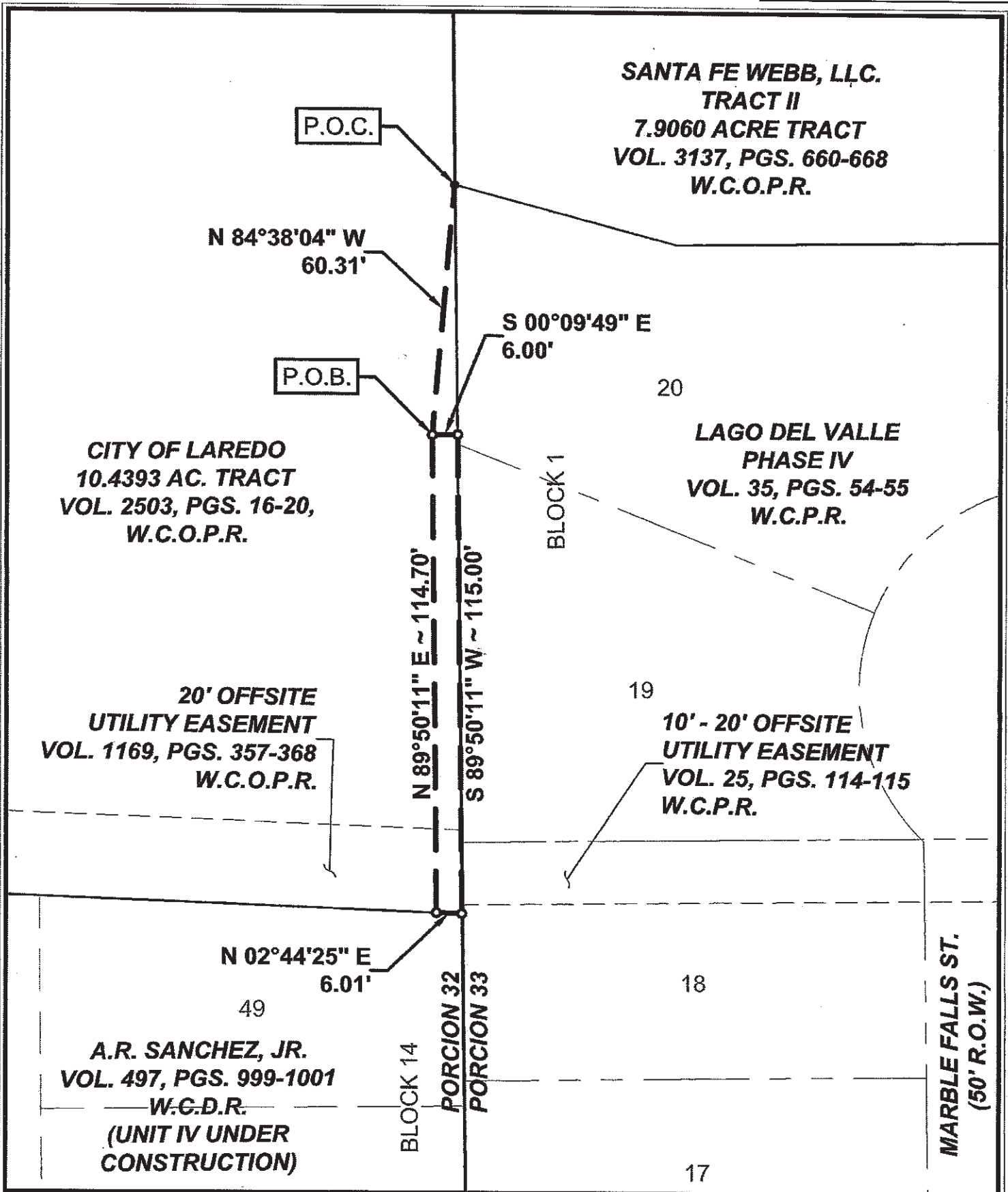


Ruben Fletes, R.P.L.S.
TX # 1998

02/05/20
Date



BASIS OF BEARINGS:
City of Laredo
10.4393 Acre Tract
Volume 2503, Page 16-20
W.C.O.P.R.



SCALE 1" = 30'

LEGEND
● - 1/2" Ø I.R. FOUND
○ - 1/2" Ø I.R. SET

BASIS OF BEARINGS
CITY OF LAREDO
10.4393 AC. TRACT
VOLUME 2503, PAGES 16-20
W.C.O.P.R.

Survey of a 6' AEP Easement being a 689.09 SF tract out of the City of Laredo 10.4393 acre tract as recorded in Volume 2503, Pages 16-20, W.C.O.P.R., Laredo, Webb County, Texas

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.

Rubén Fletes
RUBEN FLETES, R.P.L.S. No. 1998
02/05/20
DATE

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE
LAREDO, TX 78041
FIRM REGISTRATION NO. F-3953
IN ASSOCIATION WITH
FLETES SURVEY COMPANY
Ruben Fletes, R.P.L.S.
P.O. Box 216
Kemp, Texas 76143
SUITE B
956-712-1996

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

2020-R-107 Amending the Citizen Participation Plan required by the U.S. Department of Housing and Urban Development (HUD) in the administration of federal funds. The amendments will include additional language for processes to be followed in case of a local and/or national emergency. These amendments will address a shorter comment period, the waiver for citizen participation requirement for Emergency Solutions Grant (ESG) funds, the ESG substantial amendment threshold, the reduction in amount of public hearings and public notification time, as well as the use of all applicable waivers provided by HUD.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

4/6/2020 – Council moved to amend the Citizen Participation Plan to allow for flexibility in the way public hearings, public meetings and other consultation are done for the One Year Action Plan, the Consolidated Plan and other U.S. Department of Housing and Urban Development (HUD) required plans and/or reports in case of a local and/or national emergency or in case the current set processes are not feasible.

BACKGROUND

The City of Laredo is required to amend its 2019-2020 One Year Action Plan and Citizen Participation Plan as per the guidelines provided by HUD for the Coronavirus Aid, Relief, and Economic Security (CARES) Act in order to receive funding via the city's Community Development Block Grant (CDBG) and the Emergency Solutions Grant (ESG) to prevent, prepare for, and respond to the Coronavirus (COVID-19) pandemic.

During the amendment process of the plan, the City must consult with citizens, as stipulated in the Citizen Participation Plan in order to assess community needs and to determine the best use of program funds.

In 1995, the City of Laredo prepared and adopted the Citizen Participation Plan which outlined how it would involve its citizens in the preparation of the plans. The City has taken all appropriate actions to encourage the participation of all of its citizens, and as

such, will amend its Citizen Participation Plan to include additional specific language for processes to be followed in case of a local and/or National Emergency.

In case of a local and/or national emergency these amendments will be followed:

- The City will conduct a five day comment period;
- Emergency Solutions Grant (ESG) funds will not be subject to the citizen participation requirement but utilization of funds will be published on the City's website;
- ESG funds threshold for substantial amendments must equal or exceed \$500,000;
- Only one public hearing for amendments will be conducted followed by a motion to approve the emergency item if no substantial comments are received;
- A notification of no less than three days will be provided to neighborhood residents;
- The City will utilize waivers provided by HUD as applicable.

City staff is charged with the responsibility to fully implement the Citizen Participation Plan as amended.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of Resolution.

Attachments

Resolution
Amended Citizen Participation Plan

RESOLUTION 2020-R-107

AMENDING THE CITIZEN PARTICIPATION PLAN REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) IN THE ADMINISTRATION OF FEDERAL FUNDS. THE AMENDMENTS WILL INCLUDE ADDITIONAL LANGUAGE FOR PROCESSES TO BE FOLLOWED IN CASE OF A LOCAL AND/OR NATIONAL EMERGENCY. THESE AMENDMENTS WILL ADDRESS A SHORTER COMMENT PERIOD, THE WAIVER FOR CITIZEN PARTICIPATION REQUIREMENT FOR EMERGENCY SOLUTIONS GRANT (ESG) FUNDS, THE ESG SUBSTANTIAL AMENDMENT THRESHOLD, THE REDUCTION IN AMOUNT OF PUBLIC HEARINGS AND PUBLIC NOTIFICATION TIME, AS WELL AS THE USE OF ALL APPLICABLE WAIVERS PROVIDED BY HUD.

WHEREAS, the City of Laredo is charged with the responsibility of consulting with local citizens, community service organizations, and others as applicable in assessing needs and determining the best use of HUD program funds in developing the plans; and

WHEREAS, the Citizen Participation Plan outlines the processes followed by the City to encourage and allow for citizen participation in the development and submission of a Consolidated Plan, as well as any substantial amendments to the plan, and reports of performance; and

WHEREAS, the City of Laredo's current Citizen Participation Plan will be amended to address HUD's guidelines of not less than a five day comment period in case of a local and/or national emergency; and

WHEREAS, the City of Laredo's current Citizen Participation Plan will be amended to mention that Emergency Solutions Grant (ESG) funds will not be subject to the citizen participation requirement, when stated by HUD in each situation. However, the City will publish the utilization of the funds on its website; and

WHEREAS, the City of Laredo's current Citizen Participation Plan will be amended to address an ESG funds threshold for substantial amendments in case of a local and/or national emergency; and

WHEREAS, the City of Laredo's current Citizen Participation Plan will be amended to address the reduction in amount of public hearings to be held and the process to be followed for it in case of a local and/or national emergency to expedite the process; and

WHEREAS, the City of Laredo's current Citizen Participation Plan will be amended to address the public notification time reduction of no less than three days in case of a local and/or national emergency to expedite the process; and

WHEREAS, the City of Laredo's current Citizen Participation Plan will be amended to address the use of waivers provided by HUD for each grant in case of a local and/or national emergency.

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

1. In case of a local and/or national emergency, these amendments will be followed:
 - A. The City will conduct a five day comment period;
 - B. Emergency Solutions Grant (ESG) funds will not be subject to the citizen participation requirement but utilization of funds will be published on the City's website;
 - C. ESG funds threshold for substantial amendments must equal or exceed \$500,000;
 - D. Only one public hearing for amendments will be conducted followed by a motion to approve the emergency item if no substantial comments are received;
 - E. A notification of no less than three days will be provided to neighborhood residents;
 - F. The City will utilize waivers provided by HUD as applicable.

2. City staff is charged with the responsibility to fully implement the Citizen Participation Plan as amended.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the _____ day of _____, 2020.

PETE SAENZ
Mayor

ATTEST:

JOSE A. VALDEZ, JR.
City Secretary

APPROVED AS TO FORM

KRISTINA L. HALE
City Attorney

City of Laredo, Texas

Citizen Participation Plan- Amended

CITY OF LAREDO

CITIZEN PARTICIPATION PLAN

The City of Laredo is identified as an Entitlement City by the U.S. Department of Housing and Urban Development (HUD), and consequently, receives funding annually through the Community Development Block Grant (CDBG), the HOME Investment Partnership Program and the Emergency Shelter/Solutions Grant (ESG). The amount of each CDBG, HOME, and ESG entitlement is determined by statutory formula. Within the statutory constraints of each of the HUD programs, the City of Laredo is able to develop its own programs and funding priorities.

It is the policy of City of Laredo to ensure adequate citizen involvement in the planning, implementation, and evaluation of its housing and community development programs. The City of Laredo has developed this Citizen Participation Plan in an effort to encourage citizen participation ~~*in the Community Development Block Grant (CDBG) for its HUD programs,*~~ specifically in the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan and Consolidated Annual Performance and Evaluation Report.

In application for funding through these programs, the City of Laredo is required to develop and submit to the U.S. Department of Housing and Urban Development, Assessment of Fair Housing, Consolidated Plan, Annual Action Plan which identifies the housing and non-housing funding priorities of the community and the specific activities to be carried out with CDBG, HOME, and ESG funds. In developing the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, the City is charged with the responsibility of consulting with local citizens, community service organizations, and others as applicable in assessing needs and determining the best use of program funds.

The City of Laredo has amended its Citizen Participation Plan to adhere with 24 CFR Part 91.105 (pertaining to the Consolidated Submission for Community Planning and Development Programs) and 24 CFR Part 5 (the grantee's obligation to Affirmatively Further Fair Housing (AFFH)). Also, in accordance with 24 CFR Part 91.103 (3), the City will provide this Plan in a format that is accessible to persons with disabilities, upon request. The City's policies and procedures to encourage and allow for citizen participation in the development and submission of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, any substantial amendments to the plans and the performance report.

I. ENCOURAGEMENT OF CITIZEN PARTICIPATION

- A. The City of Laredo shall take appropriate action to encourage the participation of all its citizens in the development of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, and any substantial amendments to the plans, and on the performance report.

- B. Particular emphasis will be placed on encouraging the participation of protected classes, low-and moderate-income persons, and particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used. The City of Laredo will take whatever action is appropriate in the encouragement of the participation of all its citizens, including minorities and non-English speaking persons as well as persons with disabilities.

Consultations, direct mailings/emails and or other contact will be made with local and regional organizations that serve those in protected classes, or that provide assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons.

- C. The City shall encourage, in conjunction with consultation with the Laredo Housing Authority, the participation of residents of public and assisted housing developments, in the process of developing and implementing the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, along with other low-income residents of targeted revitalization areas in which the developments are located. During the consultation process, coordinated emphasis will be made to achieve comprehensive community development goals and ensure strategies and actions are taken to affirmatively further fair housing. Moreover, local and regional fair housing organizations and enforcement agencies will be consulted with.
- D. The City shall provide citizens with a reasonable opportunity to comment on the development and submission of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, any substantial amendments to the plans and the performance report. The citizen participation plan shall be in a format accessible to persons with disabilities, upon request.
- E. In the event of a local or national emergency, the City will undertake other steps feasible in order to encourage citizen participation.

F. In the event of a local or national emergency, only if stated by HUD in each situation, ESG funds will not be subject to the citizen participation requirement. However, the City will publish on its website how the ESG funds will be utilized.

II. DEVELOPMENT OF THE ASSESSMENT OF FAIR HOUSING, CONSOLIDATED PLAN, ANNUAL ACTION PLAN

- A. Before adopting the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City is expected to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low-and moderate income.

- B. City staff charged with the responsibility of preparing the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan will meet and request input from local citizens, service organizations, the Public Housing Authority, and other interested parties, when feasible, through:
1. Neighborhood meetings held in each of the City's regions (North, South, East, and West), will be schedules in a timely fashion to allow for sufficient time for preparation of the plan. Social Media sources and/or online platforms may be used when necessary.
 2. At least one public hearing will be held at a location easily accessible to all, prior to the development of the plan in order to obtain the views of citizens on housing and community development needs, including priority non-housing community development needs. Social Media sources and/or online platforms may be used when necessary.
 3. Scheduled meetings with service organizations, the Public Housing Authority, and others as necessary. Social Media sources and/or online platforms may be used when necessary.

In case of a local and/or national emergency, the City will undertake other feasible steps to encourage citizen participation. These steps could include but are not subject to or limited to:

1. Online live meetings such as City Council meetings and/or department organized meetings, through social media or other online platforms.
 2. Availability of an office land line and/or City e-mail account.
 3. Availability of a Community Needs Survey via de City of Laredo website
 4. Availability of receiving oral and/or written comments at the City of Laredo Community Development Department physical office located at:
1301 Farragut, Transit Center Building, 3rd Floor, East Wing
Laredo, TX 78042
- C. At the time the proposed plan is made available for public comment, a summary of the proposed Assessment of Fair Housing, Consolidated Plan, Annual Action Plan will be published in the Laredo Morning Times or other local newspaper which maintains the greatest circulation.
- D. Paper copies of the complete Assessment of Fair Housing, Consolidated Plan, Annual Action Plan will be made available at City Offices and local libraries, for public review for a 30 day period. **In case of a local and/or national emergency, the comment period is reduced to not less than 5 days or as directed by HUD in each**

situation. Notice will be given through the Laredo Morning Times or other newspaper of greatest circulation; the Public Access Channel, and/or TV regarding the comment period.

- E. A reasonable number of copies of the proposed Assessment of Fair Housing, Consolidated Plan, Annual Action Plan will be made available free of charge to citizens and groups who request it.
- F. A public hearing noting the proposed activities to be carried out with CDBG, HOME, and ESG funds will be held before a request is made for City Council authorization to submit the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan to HUD.
- G. In preparing the final Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, City staff will consider any comments or views of citizens received in writing or orally at public hearings/meetings. A summary of these comments or views, and a summary of any comments or views and the reasons therefore, shall be made part of the final Assessment of Fair Housing, Consolidated Plan, Annual Action Plan.

III. DISPLACEMENT OF PERSONS

The City of Laredo does not anticipate any displacement to occur as a result of any HUD funded activities. All programs will be carried out in such a manner as to safeguard that no displacement occurs. However, in the event that a project involving displacement is mandated in order to address a concern for the general public's health and welfare, the City will take the following steps:

- A. A public hearing will be held to allow interested citizens an opportunity to comment on the proposed project and voice any concerns regarding possible relocation. Notice of the public hearing/meeting will be made as per the procedure noted in a separate section of the Citizen Participation Plan.
- B. In the event that a project involving displacement is pursued, the Community Development or other City staff will contact each person/household/business in the project area and/or hold block meetings, depending on the project size; inform persons of the project and their rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and respond to any questions or concerns.
- C. Relocation assistance will be provided in adherence with the City's Project Relocation Plan and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

IV. SUBSTANTIAL AMENDMENTS

In the event that substantial amendments to the Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan are found necessary a notice will be published by the same procedures indicated above for a thirty (30) day comment period and a public hearing. **In case of a local and/or national emergency, the comment period is reduced to not less than 5 days or as directed by HUD in each situation.** Any written or oral comments received will be considered and a summary will be attached to the substantial amendment of the Assessment of Fair Housing, Consolidated Plan/ and or Annual Action Plan.

A substantial amendment shall be defined as any one or more of the following:

1. A change in the fair housing goals in the Assessment of Fair Housing Plan,
 2. Any addition or deletion of the established priorities or activities described in the Consolidated Plan/ and or Annual Action Plan,
 3. Any change in the purpose, location or beneficiaries of an identified CDBG, HOME, and ESG funds project or activity providing for the addition/deletion of a project including the purpose, scope, location or beneficiary of an activity,
 4. A change in the scope of an activity, such that an increase **or transfer** in the funding of a previously disclosed CDBG or HOME activity, if the additional allocation, **increase or transfer** equals or exceeds \$500,000; for ESG **activities when increase or transfer** equals or exceeds \$50,000. **In case of a local and/or national emergency, the ESG allocation, increase or transfer must equal or exceed \$500,000 to trigger a substantial amendment.**
 5. A change in allocation priorities or a change in the method of distribution of funds.
- A. City staff will insure that citizens and interested groups have an opportunity to comment on any substantial amendments to the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan.
1. Notice of the proposed substantial amendment and request for comment will be made through the Laredo Morning Times or other newspaper of greatest circulation.
 2. Citizens will be provided a 30 day comment period to express views regarding the substantial amendment before the amendment is implemented. **In case of a local and/or national emergency, the comment period is reduced to not less than 5 days or as directed by HUD in each situation.** Copies of the substantial amendment will be made available at the Dept. of Community Development, the office of the City Secretary, and at the public library.
 3. In preparing the substantial amendment, City staff will consider any comments or views of citizens received in writing or orally. Comments can be addressed to :

Director:
Department of Community Development
1301 Farragut, Transit Center Building, 3rd Floor, East Wing
Laredo, TX 78042

Or be mailed to:
P.O. Box 1276
Laredo, TX 78042

4. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be made part of the substantial amendment to the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan.

V. PERFORMANCE REPORTS

The City will also will prepare a performance report for submission to HUD on an annual basis which is due within ninety (90) days of the close of the program year. This report, called the Consolidated Annual Performance and Evaluation Report (CAPER), shall be made available at the Community Development Department, on the City's web page at www.ci.laredo.tx.us, and made available at public buildings for review by the public for no less than fifteen (15) days before the City submits the report to HUD.

- A. Notice of each annual performance report and request for comment shall be made through the Laredo Morning Times or other newspaper of greatest circulation.
- B. Citizens will be provided a 15 day comment period to express views regarding the performance report before the report is submitted to the U.S. Department of Housing and Urban Development. Copies of the performance report will be made available at the Department of Community Development, at the office of the City Secretary, and at the Laredo Public Library.
- B. In preparing the performance report, City staff shall consider any comments or views of citizens received in writing or orally. Comments can be addressed to:

Director
Department of Community Development
1301 Farragut, Transit Center Building, 3rd Floor, East Wing
Laredo, TX 78042

Or be mailed to:
P.O. Box 1276
Laredo, TX 78042

VI. PUBLIC HEARINGS/MEETINGS

Public hearings will be held at least twice per year at key stages of the process to obtain the public's views and to provide the public, to the greatest extent possible, with responses to their questions and comments. The City holds public hearings to obtain input regarding community needs during the development of the Assessment of Fair Housing and Consolidated Plan; to review proposed uses of the funds in each Annual Action Plan; and to review program performance in the Consolidated Annual Performance and Evaluation Report.

The City will hold at least two public hearings prior to the submission of the Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan to HUD.

The initial public hearing will be held before the Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan is published for comment. This will be both an informational session and an opportunity for citizens to comment on the housing and community development needs in the City.

In case of a local and/or national emergency, only one public hearing for amendments will be conducted to expedite the process.

Citizens will be provided with reasonable and timely access to local meetings, information, and records relating to the Assessment of Fair Housing and Consolidated Plan, and Annual Action Plan, with the City's proposed and actual use of Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Shelter/Solutions Grant funds, through the following actions:

A. Schedule of Public Hearings/Meetings

1. The City will hold at least 2 public hearings each fiscal year to obtain citizens' views and to respond to proposals and questions to be conducted at a minimum of two different stages of the program year. **In case of a local and/or national emergency, only one public hearing will be conducted to expedite the process.**
The hearings shall address:
 - a. Housing and community development needs. In order for the City to obtain views of citizens on housing and community development needs, including priority non-housing community development needs, the at least one of these hearings must be held before the proposed Assessment of Fair Housing, Consolidated Plan, Annual Action Plan is published for comment.
 - b. Development of proposed projects, and
 - c. Review of program performance.
2. If a hearing is scheduled as part of a City Council meeting, a notice of the public hearing will be included in the City Council agenda which will also be posted by the City Secretary 72 hours prior to the meeting date.

3. **When feasible**, public hearings will be held at times and location convenient to potential and actual beneficiaries, and with accommodation for persons with disabilities.
 - a. The City will insure that meeting locations are centrally located, accessible by both private and public transportation, and present no barriers to persons with disabilities.
 - b. Upon timely notice (at least 72 hours), City staff will make special arrangements for persons who are hearing impaired or have a special need.
 - c. The City shall ensure that non-English speaking residents be presented with an opportunity to participate and comment in public hearings by conducting, upon request, the hearing in Spanish.
 4. Additional public hearings can and will be held upon the request of City Council and/or concerned citizen requests to City Council.
 5. When feasible, the City shall ensure that public meetings be held in neighborhoods that are in CDBG target areas in order to obtain citizen's views and to respond to proposals and questions.
 6. Advertisement of public meetings shall be made both in English and Spanish in order to afford non-English speakers an opportunity to be aware of public meetings. When feasible, advertisements will be in the local newspaper of greatest circulation at least 2 weeks prior to the date of the meeting in order to provide timely notice to neighborhood residents. **In case of a local and/or national emergency, a notification of no less than three days will be provided to neighborhood residents in order to expedite the process.**
 7. As appropriate, press releases will be issued through TV, to announce special scheduled meetings.
 8. As appropriate, flyers noting a neighborhood meeting's purpose and scheduled time shall be distributed at locations frequented by affected residents (i.e. neighborhood schools, recreation centers, housing authority, etc...)
 9. The Public Access Channel shall be utilized to broadcast information about the Assessment of Fair Housing, Consolidated Plan and Annual Action Plan meetings, etc... in both English and Spanish.
- B. When feasible, the intended use of the Community Development Block Grant Program, the HOME Investment Partnership Program, and the Emergency Shelter/Solutions Grant and other applicable HUD program funds will be publicized by and through:

1. Public Hearing. Prior to the request by staff that City Council approve the proposed Consolidated Plan, a hearing will be held, and the specific projects proposed to be carried out will be identified.
2. Neighborhood meetings. Residents will be encouraged to attend and learn of the proposed and ongoing activities of the City, including the projects/programs funded and proposed to be funded through CDBG, HOME, and ESG programs, at neighborhood meetings held prior to the start of the fiscal year.
3. City Council Budget Hearings. Proposed CDBG, ESG, and HOME budgets are discussed at City Council Budget Hearings, which are held approximately 60 days prior to the start of the new fiscal year. They are open to the public.

C. In case of a local and/or national emergency, or in the case where health authorities recommend social distancing and/or limit public gatherings for public health reasons, the City will undertake other feasible steps to conduct a public hearing and/or meeting.

These steps could include but are not subject to or limited to:

1. Online live **(real-time) public hearings and/or** meetings such as City Council meetings and/or department organized meetings, through social media or other online platforms.
2. **Hosting only one public hearing at a City Council meeting and conducting a motion to approve the emergency item after the public hearing is closed if no substantial comments are received during the public hearing on that same day.**

If online hearings and/or meetings are conducted, real-time responses and accommodations for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible.

VII. PUBLIC COMMENT/AVAILABILITY TO THE PUBLIC

The draft Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan will be made available for public comment for a minimum of thirty (30) days. **In case of a local and/or national emergency, the comment period is reduced to not less than 5 days or as directed by HUD in each situation.** A notice of the public comment period, the locations where the plan is available for review, and a summary of the plan will be published in a newspaper of general circulation and will also be posted at the City Office Building and in other places frequented by the public, especially low- and moderate-income persons and persons benefiting from or affected by proposed CDBG activities. The notice of the public comment period, as well as the draft, will be posted on the City's website at www.ci.laredo.tx.us. Additionally, direct outreach to local and regional organizations that serve those in protected classes, assisted housing providers, public housing agencies, social service agencies, and advocacy groups, as well as their beneficiaries, will be utilized to broaden the efforts to notify all.

A reasonable number of free copies of the plan will be available upon request by calling or visiting the City's Community Development Department during regular business hours. During the comment period, at least one public hearing will be held. **In case of a local and/or national emergency, the public hearing does not need to be held during the comment period; it can be held after the comment period is over.**

A summary of the written and/or oral comments and the response to those comments will be included in the Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan.

A. Plan Approval:

The draft Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan will be presented to the City Council for approval before it is submitted to HUD. The presentations will be made during regularly scheduled Board meetings which are open public meetings and broadcast live.

B. Substantial Amendments Approval: In case of a local and/or national emergency, a public hearing followed by an approval motion for submission to HUD will occur on the same day during the City Council meeting

City Council meetings will be aired through the Public Access Channel for the purpose of allowing all residents of the community to be informed of City Council Action.

1. The Assessment of Fair Housing, Consolidated Plan, and Annual Action Plan, as adopted, substantial amendments, and the annual performance report, shall be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request, at the offices of the Department of Community Development.
2. It is the City's policy that all information required to be made public by the Texas Open Records Act, be made available for public review in accordance with Chapter 552 of the Texas Government Code. The City of Laredo will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, and the City's use of assistance under the programs covered by 24 CFR 91 during the preceding 5 years.

IX. TECHNICAL ASSISTANCE

Technical Assistance shall be provided to groups representing persons of low and moderate income that request assistance in developing proposals, be it for CDBG, HOME, ESG or other projects covered under the Assessment of Fair Housing, Consolidated Plan and Annual Action Plan.

- A City staff shall meet with group representatives informally as well as formally, to discuss program needs and provide guidance as applicable.

B. City staff shall coordinate with other City Departments to ascertain information needed and/or requested by group representatives.

X. COMPLAINTS

- A. The City of Laredo maintains an Open Door Policy and encourages citizens to express their needs and issues of concern. All grievances shall be addressed in a courteous and timely manner.
- B. Oral complaints will be addressed by the staff person receiving the complaint. If the complaint is not addressed to the satisfaction of the complainant, then the concern will be referred to the staff person's supervisor. If the complainant is still not satisfied, then the concern will be addressed by the Community Development Director. The nature of the complaint will be documented for further reference in the 311 Customer Service system or other complaint documentation system, as appropriate.
- C. Written complaints will be addressed through a formal written response for the Assessment of Fair Housing, Consolidated Plan, and Annual Action Plan, any amendments and the Consolidated Annual Performance and Evaluation Report. Staff will respond to such complaints in writing within 15 working days after having received the complaint.

XI. NEEDS OF NON-ENGLISH SPEAKING RESIDENTS

City staff will accommodate the needs of non-English speaking residents to insure their participation. If non-English speaking or hearing impaired residents request assistance to participate in a public hearing, the City will make arrangements to have an interpreter present given reasonable advanced notice. Instructions for making such request will be outlined in the public notice.

- A. Newspaper notices regarding all HUD funded activities administered by the City, substantial amendments, and performance reports will be published both in English and in Spanish.
- B. Depending on the needs of the residents in attendance, staff will insure that public hearings are conducted in English and/or Spanish, as appropriate.
- C. Public comments will be received both in English and in Spanish during City Council meetings where the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, substantial amendments, and the performance report are discussed.

XI. OTHER

- A. The City of Laredo reserves the right to amend its Citizen Participation Plan as it relates to ~~the Community Development Block Grant Program~~ **its HUD grants**, as necessary, in order to meet the needs of citizens of the community and changes in program requirements.
- B. Following City Council's approval of the amended Citizen Participation Plan, the City of Laredo is responsible for adhering, to the greatest extent feasible, to the citizen participation policies and procedures, as noted, in regard to the development and submission of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, Substantial Amendments, and Performance Report.
- C. **In case of a local and/or national emergency, the City of Laredo will abide by the regulations provided by HUD and may utilize the waivers provided by HUD for each grant.**
- D. The Citizen Participation Plan, as amended, does not restrict the responsibility or authority of the jurisdiction for the development and execution of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Approving the submission of the amended 2019-2020 Action Plan and Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD), contingent on the lack of substantial comments opposing the use of the funds as proposed earlier during this City Council meeting.

The City anticipates receiving funding in the amounts of **\$2,264,939.00** in Community Development Block Grant - Coronavirus (CDBG-CV) funds, **\$1,130,386.00** through the first allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds and **\$2,552,555.00** through the second allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds for a total funding amount of **\$5,947,880.00**.

This motion also authorizes the City Manager to execute all necessary documents related to the CARES Act Funding. The amended plan identifies the projects proposed to be funded, which are as follows:

Community Development Block Grant - Coronavirus (CDBG-CV)		
1	COVID-19 Community Development Administration	\$314,939
2	COVID-19 Mortgage/Rental Assistance Program	\$550,000
3	COVID-19 Public Health Program	\$900,000
4	COVID-19 Quarantine Motel Voucher Program	\$500,000
	TOTAL	\$2,264,939

Emergency Solutions Grant – Coronavirus (ESG-CV)		First Allocation	Second Allocation
1	COVID-19 ESG Program Administration	\$100,386	\$250,500
2	COVID-19 Emergency Shelter - Shelter Operations	\$365,000	\$500,000
3	COVID-19 Emergency Shelter - Essential Services	\$ 30,000	\$250,000
4	COVID-19 Street Outreach	\$ 30,000	\$100,000
5	COVID-19 Rapid Rehousing (Rental assistance)	\$275,000	\$350,000
6	COVID-19 Homelessness Prevention (Rental assistance)	\$275,000	\$0
7	COVID-19 HMIS	\$ 55,000	\$100,000

8	COVID-19 COL- Homelessness Prevention (Rental assistance)		\$1,002,055
	TOTAL	\$1,130,386	\$2,552,555
ESG ALLOCATIONS TOTAL		\$3,682,941	

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

A public hearing was held earlier today to provide interested citizens an opportunity to review proposed uses of funds and changes to the Citizen Participation plan.

BACKGROUND

The City of Laredo is recognized as an entitlement city by HUD and has been allocated CARES Act funding for its CDBG and ESG Programs. The award of these funds is contingent on the submission and approval of the amended 2019-2020 Action Plan which specifically details the projects to be funded with HUD CARES Act funds. The process requires that citizens be provided an opportunity to comment on the proposed use of funds. As such, the citizen participation process included a survey, a public notice in the newspaper, a public hearing, and citizen inquiries. The amendments to the 2019-2020 Action Plan and Citizen Participation Plan were available for public review and comment for a period of 5 days beginning July 20, 2020 and ending July 24, 2020. The documents could be viewed by visiting the Community Development Department website at <https://www.cityoflaredo.com/CommDev/Index.htm>

As a point of reference, CDBG-CV and ESG-CV funds are intended to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic. All CDBG-CV assisted activities must either benefit low and moderate-income persons, aid in the prevention or elimination of slums and blight; and/or address other community development needs that present a serious and immediate threat to the health or welfare of the community. ESG-CV funds are intended to provide shelter, supportive services and other assistance to homeless persons and persons on the verge of becoming homeless.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be approved.

Fiscal Impact

Fiscal Year: 2019-2020
Budgeted Y/N?: Y

Source of Funds: CDBG-CV

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City anticipates receiving **\$2,264,939** in Community Development Block Grant - Coronavirus (CDBG-CV) funds.

Fiscal Year: 2019-2020

Budgeted Y/N?: Y

Source of Funds: ESG-CV1

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City anticipates receiving **\$1,130,386** through the first allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV1) funds.

Fiscal Year: 2019-2020

Budgeted Y/N?: Y

Source of Funds: ESG-CV2

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The City anticipates receiving **\$2,552,555** through the second allocation of the Emergency Solutions Grant - Coronavirus (ESG-CV2) funds.

Community Development 37.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Approving the submission of the 2020-2024 Consolidated Plan and 2020-2021 Action Plan to the U.S. Department of Housing and Urban Development (HUD) as a request for funding in the amounts of \$3,850,188.00 in 46th Action Year Community Development Block Grant (CDBG) funds, \$1,167,858.00 through the HOME Investment Partnership Program, and \$327,812.00 through the Emergency Solutions Grant (ESG). An additional \$2,800.00 is anticipated to be received through CDBG program income, \$72,000.00 in Housing Rehabilitation Revolving Loan funds, and \$260,000.00 in HOME program income. Also authorizing the City Manager to execute all documents as a result of the Plans' submission. The 2020-2021 plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

46th AY Community Development Block Grant		
1	Community Development Administration	\$762,000
2	Housing Rehabilitation Administration	\$317,710
3	Housing Rehabilitation Loan Program	\$600,000
4	Code Enforcement	\$508,107
5	Graffiti Removal Program	\$ 31,511
6	Downtown Senior Recreational Program	\$165,160
7	Downtown Rental Rehabilitation Program	\$436,000
8	Park Improvements in District I	\$ 73,750
9	Sidewalks in District I	\$ 73,750
10	Park Improvements in District II	\$ 47,500
11	Park Improvements in District III	\$127,500
12	Sidewalks in District III	\$120,000
13	Park Improvements in District IV	\$100,000
14	Sidewalks in District IV	\$ 47,500
15	De Llano Park Improvements in District V	\$147,500
16	Bike Lanes in District VII	\$147,500
17	Sidewalks in District VIII	\$147,500
	TOTAL	\$3,852,988

	Revolving Loan	
18	Housing Rehabilitation Revolving Loan Administration	\$ 7,027
19	Housing Rehabilitation Revolving Loan Program	\$64,973
	TOTAL	\$72,000

	HOME Investment Partnership Grant	
20	HOME Program Administration	\$116,000
21	Down Payment Assistance Program (PI)	\$260,000
22	Tenant-Based Rental Assistance	\$400,000
23	Community Housing Development Organization (CHDO)	\$200,000
24	Homeowner Reconstruction Program	\$451,858
	TOTAL	\$1,427,858

	Emergency Solutions Grant	
25	ESG Program Administration	\$16,258
26	Emergency Shelter – Shelter Operations	\$106,318
27	Emergency Shelter – Essential Services	\$45,000
28	Street Outreach	\$ 9,884
29	Rapid Re-Housing	\$82,352
30	Homelessness Prevention	\$60,000
31	Homeless Management Information System (HMIS)	\$ 8,000
	TOTAL	\$327,812

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On 4/6/20, a public hearing was held to allow the public and City Council to submit any recommendations for projects for the 2020-2021 One Year Action Plan. No comments were received.

5/18/20, a second public hearing was held to allow the public and City Council to comment on proposed projects for the 2019-2020 One Year Action Plan and 2020-2024 Consolidated Plan. No comments were received.

BACKGROUND

The City of Laredo is recognized as an entitlement city by HUD and is eligible in the next fiscal year to receive 46th Action Year CDBG, HOME, and ESG program funds. The award of funds is contingent on the submission and approval of the Consolidated Plan and Action Plan which specifically details the activities/projects to be funded with HUD Program funds. The process requires that citizens be provided an opportunity to

comment on the proposed use of funds and that a public hearing be held to receive comments. As such, the citizen participation process included a series of public notices, virtual public meetings and public hearings, and citizen inquiries. As a point of reference, CDBG funds are intended to assist in the development of viable urban communities, by providing decent housing, creating a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. All CDBG assisted activities must either benefit low and moderate-income persons, aid in the prevention or elimination of slums and blight; and/or address other community development needs that present a serious and immediate threat to the health or welfare of the community. HOME funds are intended to expand the supply of affordable housing for very low income and low-income persons. ESG funds are intended to provide shelter, supportive services and other assistance to homeless persons and persons on the verge of becoming homeless. The plans were available for public review and comment for a period of 30 days beginning May 18, 2020 and ending June 16, 2020 at the Department of Community Development offices an online at <https://www.cityoflaredo.com/CommDev/Index.htm>

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be approved in order to submit a timely Consolidated Plan and Annual Action Plan.

Fiscal Impact

Fiscal Year: 2020-2021
Budgeted Y/N?: Y
Source of Funds: CDBG
Account #:
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

46th Action Year CDBG Grant: \$3,850,188
Program Income: \$2,800.00
Housing Rehabilitation Revolving Loan Program: \$72,000.00

Fiscal Year: 2020-2021
Budgeted Y/N?: Y
Source of Funds: HOME
Account #:
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

2020-2021 HOME Grant: \$1,167,858

Program Income: \$260,000.00

Fiscal Year: 2020-2021

Budgeted Y/N?: Y

Source of Funds: ESG

Account #:

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

2020-2021 ESG Grant: \$327,812

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Authorizing the City Manager to amend the 2016 HOME Investment Partnership Program (HOME) contract with Habitat for Humanity of Laredo by increasing the total amount awarded by an additional \$63,000.00 in funding and extending the contract deadline to June 30, 2021. The additional funds will be utilize to complete the construction of three homes to benefit low to moderate income households. Funding is available in the HOME Investment Partnership Fund Program Income.

PREVIOUS COUNCIL ACTION

09/04/2018 - Council approved the award of the 2016 HOME Investment Partnership Program funds to Habitat for Humanity of Laredo in the amount of \$258,403 to assist with the purchase of lots and construction of three (3) homes.

BACKGROUND

Habitat for Humanity of Laredo was awarded \$258,403 in 2016 HOME Investment Partnership Program (HOME) funds for the purpose of acquiring three (3) residential lots and the construction of a home on each lot. Habitat is requesting an additional \$63,000.00 in order to complete the construction of these three (3) homes due to the increase of construction costs and a private foundation grant that is no longer available.

COMMITTEE RECOMMENDATION

N|A

STAFF RECOMMENDATION

Staff recommends for this motion be approved.

Fiscal Impact

Fiscal Year: 2020
Bugeted Y/N?: Y

Source of Funds: HOME Grant Program Inc.

Account #: 217-6911-563-7537

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Arnoldo Lozano

SUBJECT

Authorizing the City Manager to ratify and approve the agreements between Lift Fund, Laredo College and Workforce Solutions in the total amount of \$3,137,000.00 as it relates to workforce training expenses and small business assistance under the CARES Act plan approved by the Laredo City Council on June 23, 2020.

These entities will provide small business assistance and workforce training to those impacted by COVID-19 in accordance with federal and state guidelines.

1. Laredo College for providing workforce skills programs and certification courses for \$700,000.00;
2. Workforce Solutions for South Texas for providing workforce and employment skills training for \$200,000.00;
3. LiftFund for developing, administering and executing a small business grant program for local businesses for \$2,237,000.00.

PREVIOUS COUNCIL ACTION

City Council motioned to approve authorizing the City Manager to enter into MOUs with Laredo College and Workforce Solutions on June 23, 2020.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in General Fund COVID 19 expense account.

Attachments

Laredo College MOU

Workforce Solutions MOU

**MEMORANDUM OF
UNDERSTANDING (MOU)
between
Laredo College and City of Laredo**

This Memorandum of Understanding (MOU) is made and entered into by and between The City of Laredo (also referred to herein as "City") and Laredo College (also referred to herein as "LC"), by and through their respective governing bodies as indicated hererin, and serves as an agreement between the two entities.

Purpose:

To provide workforce skills training to individuals that have been laid-off, furloughed or under-employed due to the COVID-19 pandemic. Neither the City nor LC is responsible for job placement or job retention.

Laredo College agrees to the following responsibilities and obligations:

- **Provide curriculum and instructional materials for courses or programs as stipulated on attachment A to this MOU**
- **Provide quality instructors to deliver curriculum and course materials through virtual, remote, on-line or when feasible face-to-face instruction**
- **Provide the City with an invoice(s) for all students that are enrolled after the 3rd day of the commencement of the workforce training program**
- **Provide a tracking mechanism and support documentation for all transactions**
- **Collect student information through an application, including self-attestation of being laid-off, furloughed, or underemployed**
- **Provide administrative and marketing support, along with recruitment efforts**

City of Laredo agrees to the following responsibilities and obligations:

- **Refers potential workforce skills participants to LC**
- **Provide marketing support and recruitment efforts**
- **Provide full payment to LC on a net 30 basis upon receipt of LC's invoice**
- **Pay LC a fee of \$49,000 - which represents 7% of the total \$700,000 grant funds available to LC for workforce training services - on or before July 15, 2020 to be used for administrative, marketing, and advertising purposes.**

Contact Person:

Each party hereto will appoint a contact person to serve as the entity's point of contact. These individuals may communicate as needed and/or call meetings between the entities for any purpose. Additionally, they may propose amendments to this Agreement and to Attachment A as necessary to meet industry demand and to respond accordingly by abiding to national, state and local governmental edicts in order to maintain the health and safety of students, faculty and staff.

The contact person for the City is Teclo Garcia, Director of Economic Development, who may be reached at 956-791-7384. The contact person for LC is Sandra Cortez, Dean of Community Education, who may be reached at 956-721-5374.

Terms of MOU:

- A. This MOU shall be in effect from the date of Execution indicated below through December 31, 2020, unless terminated sooner under the provisions stated below and may be renewable upon the written agreement signed by duly authorized representatives of both parties.
- B. Either party may terminate this Agreement, without cause, upon thirty (30) days prior written notice to the other party. In the event of termination, all courses and activities in progress will be completed as agreed upon.
- C. This MOU and Attachment A may be modified or supplemented only by a written document signed by the duly authorized representatives of both parties hereto.
- D. This MOU contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no effect. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing and signed by both parties.
- E. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this MOU shall be in Webb County, Texas.
- F. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by LC and the City without the prior written acknowledgment and authorization of both parties. Any attempted assignment in violation of this provision shall be void.
- G. Legal Authority. The person signing this MOU on behalf of LC does warrant and represent that Board of Trustees of LC has delegated authority to the College President or his designee authority to execute this MOU on behalf of the Board of Trustees in accordance with a resolution adopted by the Board of Trustees related to COVID 19. The person signing this MOU on behalf of City does warrant and represent that City of

Laredo City Council has delegated authority to the undersigned signatory to execute this MOU on behalf of the City of Laredo.

- H. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed or (c) if facsimile or email upon the date of the receipt all such notices or communications shall be addressed as follows:

Laredo College
Name: Dr. Ricardo J. Solis
Title: President, Laredo College
One West End Washington Street
Laredo, Texas 78040
Telephone: (956) 721-5101
Facsimile: (956) 721-5381

City of Laredo
Name: Robert A. Eads
Title: City Manager, City of Laredo
1110 Houston St. Laredo, Texas 78042-0579
Telephone: (956) 791-1002
Facsimile: (956) 791-7498

- I. This MOU becomes effective on the Effect Date.

Executed this 8 day of July, 2020 (Effective Date).

Laredo College

City of Laredo

By: 
7-8-2020
Dr. Ricardo J. Solis

By: 
7-8-2020

Program Descriptions

Truck Driving Program Course Description

The truck driver program is designed to provide the essentials of tractor-trailer driving to students who have minimal or no truck driving experience. The program objective is to provide students with basic knowledge and practical skills as an entry-level over-the-road and in-town driver of tractor trailers. The student will learn and develop skills, to prepare them to successfully pass the Class A Commercial Driver's License driving and written examinations. Students will have received an overview and preparation for the State of Texas Class A Commercial Driver's Test. The students will master the skills necessary to successfully pass the required exams: Special Requirements-Texas Commercial Vehicles, Air Brakes, Combination Vehicles, Pre-Trip Vehicle Inspection and General Knowledge. They will also receive instruction to proficiently receive endorsements for: Tank Vehicles, Doubles & Triples, and Hazardous Materials. The student will also demonstrate skills in the maneuvering of the vehicle in various traffic conditions, and will attain job search and employment skills required to obtain and maintain employment.

Real Estate Sales Agent - Virtual Classes

A sales agent is a person who is licensed by the Texas Real Estate Commission (TREC) to act as an agent on behalf of a real estate broker and their clients. A sales agent must be sponsored by a licensed Broker in order to perform any act of real estate services. Participants must comply with TREC requirements for a license: Must be Citizen of the United States or legally eligible to work in the US, be 18 years of age or older and meet TREC's qualifications for honesty, trustworthiness and integrity. In addition to comply with TREC requirements, participants must file an application, pass a background check, complete 180 classroom hours of qualifying real estate courses:

- Principles of Real Estate I (30 classroom hours)
- Principles of Real Estate II (30 classroom hours)
- Law of Agency (30 classroom hours)
- Law of Contracts (30 classroom hours)
- **Promulgated Contract Forms (30 classroom hours)**
- **Real Estate Finance (30 classroom hours)**

Child Development Associate

The Child Development Associate program is designed to provide students with a working knowledge of early childhood education. This program prepares students for employment in a child care/early education setting. This is a study of the principles of normal child growth and development from birth through age five. The focus will be on cognitive, physical, emotional and social development.

QuickBooks Certified User

QuickBooks is a highly effective yet simple-to-operate accounting package that's perfect for emerging and mid-size companies. This comprehensive course teaches you how to set up and

track accounts payable and receivable and balance sheets. Examine how to forecast cash flow, produce profit and loss statements, and track income and expenses by jobs or departments. Continue with this step-by-step, hands-on, skills-based approach to learn how the more advanced application of QuickBooks can be practically applied to your business or daily work activities. This course will prepare you for the QuickBooks Certified User Exam.

Bookkeeping/ Payroll Certification

The Accounting Fundamentals program is dedicated to an emphasis on the significance of accounting as the true groundwork for the participant's professional, educational, vocational, and business objectives. The program develops the participant's understanding of bookkeeping and accounting, the basic bookkeeping functions, analyzing business transactions, the general journal and ledger, accounting adjustments, the monthly and annual closing process, and preparing financial statements. The Payroll Fundamentals program addresses the latest laws and up-to-the-minute updates regarding payroll. This training focuses on application rather than theory. Examples and real business applications enliven this training and demonstrate the relevance of what you are learning. This training helps you prepare for career success with first-hand knowledge of calculating payroll, completing payroll taxes, and preparing payroll records and reports.

CompTIA IT Fundamentals

The CompTIA IT Fundamentals is designed to help you learn more about the world of information technology (IT). It's ideal if you're considering a career in IT or if you work in an allied field that requires a broad understanding of IT. CompTIA IT Fundamentals can also be a stepping stone to more advanced certifications such as CompTIA A+, and, with specialized experience, CompTIA Network+ and CompTIA Security+. In the fundamentals class the student will learn to identify and understand the purpose of computer components, compare and contrast different connector types, and compare and contrast Operating Systems and their functions and features. The student will also define and identify basic security threats and understand how to implement the best IT and security practices.

Certified Forklift Operator and CV19 Warehouse Safety

The Certified Forklift Operator and CV19 Warehouse Safety prepares the student to meet the training requirements specified by OSHA for individuals working with industrial equipment. The class covers an Introduction to OSHA requirements, forklift class types, pre-inspection, stability, lifting/traveling/depositing loads, forklift and warehouse safety as described in 29 CFR 1910.178. In addition, participants will learn information about their rights, employer responsibilities, and how to file a complaint as well as how to identify, abate, avoid and prevent job related hazards on a job site. The training covers a variety of general industry safety and health hazards, which a worker may encounter. The program also provides instruction in the transport of hazardous materials and dangerous goods to meet the requirements of the Department of Transportation Title 49 CFR, Sub Part H, Sections 172.700-172.704 commonly referred to as Docket HM-126f. This docket sets the training requirements for employees and employers involved in all modes of transportation. After successfully completing the program, students will obtain a Certificate of Completion, a Forklift Operator Certification card, a

HAZMAT Transport Training Certificate and a 10-hr OSHA General Industry training card. *Must have a minimum of 6 months of Forklift driving experience.

Certified Office Manager

The Certified Office Manager course focuses on preparing participants for positions in an office setting. The course focuses on the necessary skills that range from using email and the Internet to the use of integrated applications and office suites. It also covers the soft skills including customer satisfaction, ethics, and telephone manners, leadership & roles, along with information systems.

Certified Logistics Associate (CLA)

The Course provides students with the foundational broad knowledge they will need to understand the world of supply chain and related core competencies. Learning materials include PDF textbook and e-learning modules. The Course includes modules on the global supply chain, the logistics environment, safety, safe equipment operation, material handling equipment, quality control, workplace communication, teamwork and problem solving and using computers.

Certified Logistics Technician (CLT)

This program will prepare students for employment with companies that have implemented team-oriented design, supply chain logistics, quality, and sustainable practices within the manufacturing environment. The goal of the CLT certification program is to raise the level of performance of logistics workers both to assist the individuals in finding higher-wage jobs and to help employers ensure their workforce increases the company's productivity and competitiveness. The CLT program consists of two parts: The foundational-level Certified Logistics Associate (CLA) Certificate and the mid-level technical CLT Certification. Before sitting for the CLT assessment, candidates must have a CLA Certificate. Certification Exam cost included. Topics presented include: Global supply chain logistics life cycle; Logistics environment; Safety principles; Material handling and equipment operation; Quality control principles; Product receiving and storage; Order processing; Packaging and shipment; Inventory control; Safe handling of hazmat materials; Evaluation of transportation modes; Dispatch and tracking.

Certified Customs Specialist (CCS)

The NCBFAA's Certified Customs Specialist (CCS) Certification Program is designed to assist trade professionals involved in the import industry to become experts in the current import regulations. Whether you have a broker's license or you have just a year or two of related experience, this course will provide you with a solid foundation for you to increase your industry knowledge. The CCS course will review fundamental points relevant to the importation process while delving into practical, relevant subject matter not generally tested on the formal Customs licensing exam. Each topic will help you grow and develop as an import professional. You will find that participating in the CCS program will provide you numerous venues for honing your professional skills while continuing to stay up with the rapidly changing marketplace within import industry.

Certified Export Specialist (CES)

The NCBFAA's Certified Export Specialist (CES) certification program is designed to help trade professionals involved in the export industry to become competent and knowledgeable in the current export regulations. You will find that participation in the CES program will provide you numerous venues for honing your professional skills while continuing to keep up with the rapidly changing marketplace within which OTI/Freight Forwarders function. The coursework that will be available is varied and wide ranging, encompassing all aspects of the trade.

Substitute Teacher Academy for Readiness (STAR)

The STAR program course is designed to prepare the participant with the skills necessary to serve school districts in the very important role of managing the classroom and students in a seamless manner in the temporary absence of the teacher. In this program, you will learn to identify the student's needs, behavior modifications and classroom management. You will learn different teaching methodologies and mandated state standards required to enhance growth and the development of students. This course is 18 contact hours in duration.

Pharmacy Tech Program

The Pharmacy Technician Program is designed to prepare the participant for eligibility to become a Pharmacy Technician. Students will be qualified to apply for certification by the Pharmacy Technician Certification Board (PTCB) and other similar certification examinations, meeting the training requirements of the State Board of Pharmacy. Course content includes: pharmacy medical terminology, the history of pharmacy, the pharmacy practice in multiple environments, pharmacy calculations and measurements, reading and interpreting prescriptions and defining drugs by generic and brand names. Through classroom lecture and hands on labs, students will review dosage calculations, drug classifications, the "top 200 drugs", I.V. flow rates, sterile compounding, dose conversions, aseptic technique, the handling of sterile products, total parenteral nutrition (TPN), dispensing of prescriptions, inventory control and billing and reimbursement. In this 70 contact hour course, you will learn topics essential to the delivery of service, including assisting the Pharmacist in serving patients, receiving and screen prescription/medication orders for completeness and authenticity, preparing medications for distribution, compounding a prescription/medication order and controlling the inventory of medications, equipment and devices according to an established plan.

Certified Medical Administrative Assistant CMAA

Clinical medical assistants are skilled multi-taskers who help to maximize the productivity of the healthcare team. Medical assistants enable a healthcare facility to operate more efficiently, which increases revenue and provides a positive experience for patients. In this course, the student will learn medical terminology, medical law and ethics, HIPAA rules, scheduling systems, patient check-in and check-out, contents of a medical record, anatomy, pathophysiology, pharmacology, nutrition, phlebotomy theory, injections, and routine treatment and laboratory duties. They will also learn medical terms and their application by learning the origins of medical words and how to recognize prefixes and suffixes used in medical terminology. Will also learn about the body as a whole and how to differentiate cells,

tissues, organs, systems, and cavities. This knowledge will help the student take the next step in their medical career or education. The student will be also able to take the Certified Clinical Medical Assistant (CCMA) national certification exam offered by National Healthcareer Association (NHA).

ICD-10 Medical Coding

ICD-10 is an upgraded diagnostic and procedural medical coding system that, by law, must be implemented throughout the healthcare industry. This new coding system is radically different from the version currently in use, so it's important to start preparing for and implementing the massive changes to the existing coding system. This online course offers you comprehensive, robust training in diagnostic and procedural coding, using the ICD-10-CM (diagnostic) and ICD-10-PCS (procedural) coding manuals. This training includes detailed instructions for using the coding manuals, understanding the coding guidelines, and accurately applying the ICD-10 coding steps. There are more than 40 quizzes and exams for diagnoses and procedures by body system to test your knowledge and understanding. In addition, you will find information on the impact of the coding changes on medical coders, healthcare staff, physicians, software systems, documentation, and information technology.

Dental Assisting Program

The Dental Assisting Program prepares students for entry-level positions in one of the fastest growing health care occupations. Students will learn dental assisting techniques with the emphasis on four-handed dentistry and utilization of tray setups for general practice and specialty procedures. Clinical rotations are scheduled throughout the tenure of the program. Upon successful completion of this 100-contact hour course, students will also earn CPR certification from the American Heart Association and will be authorized to take the Dental Assistant state certification exam from the Texas State Board of Dental Examiners. The classroom instruction reviews the necessary anatomy, terminology, legal and ethical issues as well as the policy and guidelines necessary to understanding the scope of practice and the practical aspects of dental assisting. Topics include instrument identification, equipment maintenance, tooth structure and oral cavity anatomy, dental anesthesia, sterilization, and charting. The student will learn the steps necessary to assisting the dentist while providing quality dental care within the community. Program includes review of tooth charting, restorations, bridge implants, bitewing, panoramic, and periapical x-ray and the mixing of dental cements.

Program	length	weeks	Method of Instruction	cost	Continuing Ed credential	Industry recognized credential	proposed enrollment	Total
Truck Driving	175 hours	5	face-to-face	\$ 3,620.00	Occupational Skills Award	Texas Dept of Public Safety Class A Drivers License	60	\$ 217,200.00
Real Estate	180 hours	12	on-line/virtual	\$ 1,800.00	Occupational Skills Award	Real Estate Sales Agent License	35	\$ 63,000.00
Child Development Associate	144 hours		on-line/virtual	\$ 1,295.00	Occupational Skills Award		30	\$ 38,850.00
Quickbooks Certification	75 hours		on-line/virtual	\$ 875.00		Quickbooks Certification National	30	\$ 26,250.00
Bookkeeping/Payroll Certification	144 hours		on-line/virtual	\$ 1,436.00	Occupational Skills Award	Bookkeepers Association Certification.	25	\$ 35,900.00
Patient Care Aide (Palomita)	144 hours		on-line/virtual	\$ 1,095.00	Occupational Skills Award		35	\$ 38,325.00
Comptia IT Fundamentals	100 hours	6 months	on-line/virtual	\$ 1,295.00	CEU's	Comptia Certification	30	\$ 38,850.00
Forklift and CV19 Warehouse Safety	33 hours	4	face-to-face	\$ 360.00	Forklift Operator Certification	OSHA Training Card	40	\$ 15,200.00
Certified Office Manager	80 hours		on-line	\$ 870.00	CEU's	National Bookkeepers Association Certification	30	\$ 26,100.00
Certified Logistics Associate	30 hours	5	on-line/virtual	\$ 675.00		CLA Certificate by MSSC	30	\$ 20,250.00
Certified Logistics Technician	60 hours	10	on-line/virtual	\$ 925.00		CLT Certificate, NAM logo (NAM-endorsed Skills Certification)Ref. ISO 17024	30	\$ 27,750.00
NEI Certified Customs Specialist	35 hours		on-line	\$ 650.00			25	\$ 16,250.00
NEI Certified Export Specialist	127 hours		on-line	\$ 650.00			25	\$ 16,250.00
Substitute Teacher	18 hours		on-line	\$ 129.00	CEU's		28	\$ 3,612.00
Pharmacy Technician	70 hours	8 weeks	face-to-face	\$ 1,887.00		State License	9	\$ 16,983.00
Certified Medical Administrative Assistant	160 hours		on-line	\$ 1,595.00		National Certification-NHA	11	\$ 17,545.00
ICD-10 Medical Coding	200 hours		on-line	\$ 1,895.00			11	\$ 20,845.00
Dental Assisting	100 hours	10 weeks	face-to-face	\$ 1,324.00		State License	9	\$ 11,916.00

**Memorandum of Understanding (MOU)
Between
Workforce Solutions for South Texas and City of Laredo**

The following Memorandum of Understanding sets forth the terms of agreement for collaboration between Workforce Solutions for South Texas (WSST) and the City of Laredo, a Home-Rule Municipality in the State of Texas.

(1) Purpose of the Memorandum of Understanding

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to providing workforce services to better address the employment skills needs of current employees, jobseekers and employers so the delivery of workforce services to populations served by both entities be optimized.

(2) Duration of MOU Agreement

The MOU Agreement will commence as of the date of the last signature set forth on the signature page below, and shall terminate on December 31, 2020, unless the MOU Agreement is cancelled prior to that date by either party in accordance with the terms set forth herein. The parties to this agreement reserve the right to modify the scope, direction, structure and content of this agreement based upon legislative changes, local board directives, availability of funding, or other circumstance as warranted and agreed upon by the parties.

(3) Responsibilities of the Parties under this MOU Agreement

In consideration of the mutual aims and objectives of the parties to this agreement and in recognition of the public benefit to be derived from effective implementation of the services involved, the parties agree that their responsibilities under this agreement are as follows:

Both Parties Agree to the Following Responsibilities and Obligations:

- Participate in joint planning to identify opportunities for collaboration, coordination and to eliminate barriers to cooperation;
- Coordinate to create, maintain and promote a strong referral process of individuals;
- Maintain a commitment to provide quality customer service with a customer-centered focus;
- Share relevant information and data between parties consistent with each party's individual reporting time frames.
- Maintain the necessary security for the confidentiality of all records and other customer information in accordance with state and federal law;
- Coordinate and collaborate to develop strategies that ensure individuals with disabilities or barriers to employment are provided appropriate services;
- Comply with Americans with Disabilities Act 2008

WSST Agrees to the Following Responsibilities and Obligations:

- Designate a point of contact to ensure a strong WSST/City of Laredo referral process;
- Coordinate financial resources between programs to ensure sufficient funds are available;

- Promote joint planning to streamline for efficiency and to avoid duplication.
- Provide appropriate marketing and public outreach efforts to promote programs.
- Include City of Laredo programs and services in the list of consumer services and provide outreach materials in the WSST Workforce Centers.
- Provide adaptive equipment including, but not limited to, computer hardware, software, and readers, zoom text, TDD/TTY's to provide success to data and information for people who have disabilities and who are using the services of the WSST Workforce Centers.

City of Laredo Agrees to the Following Responsibilities and Obligations:

- Deliver City of Laredo services to eligible persons consistent with the rules governing the delivery of services.
- Coordinate with WSST to provide information concerning eligibility for City of Laredo programs;
- Designate a point of contact for interaction and coordination with the WSST Workforce Center staff to maintain a strong referral process;
- Coordinate with local agencies to make appropriate referrals that may be able to provide assistance to participants.
- Provide appropriate outreach support to WSST workforce center staff to effectuate program

Non-Discrimination and Equal Opportunity

The parties to this Agreement shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment or applicant on the basis of: race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, veteran's status, or on the basis of any other classification protected under state or federal law.

(4) Allocation of Costs

WSST and the City of Laredo agree to assume financial responsibility for respective costs associated with their programs. The WSST Board and City of Laredo ensure that infrastructure funding for each respective partner is done in compliance with applicable infrastructure funding guidance provided by Texas Workforce Commission. WSST workforce system and City of Laredo will be funded as follows:

- 1) WSST and the City of Laredo will each provide the necessary personnel, and resources to maintain a strong referral system between the WSST Workforce Center and the City of Laredo that aligns resources and facilitates enrollment of customers.
- 2) WSST and the City of Laredo staff will participate in joint service delivery planning to ensure mutually beneficial program design that helps reduce waste and duplication of services, minimizes the participation burden for customers and creates seamless transitions between programs for referrals and mutual customers.
- 3) WSST and the City of Laredo will provide cross-training to ensure understanding of respective programs and resources.
- 4) WSST will use skills development funds to sponsor eligible individuals for short term skills training programs. The City of Laredo will contribute CARES Act funding, in an amount not to exceed

\$200,000, to WSST's skill development funds.

(5) Reporting Requirements

WSST will provide status reports on Fridays at 11:00 a.m. to the City of Laredo Economic Development department until funds are fully allocated or through the end of the Term, in a mutually-acceptable format that details WSST's efforts.

In addition, at the option of and on request of the City, representatives of the WSST must provide a briefing to City Council during a scheduled public meeting to report on WSST's efforts.

(6) Indemnification

TO THE EXTENT ALLOWED BY LAW, THE WSST WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE RELATED TO THE WSST AND/OR WSST'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS CONTRACT.

WSST shall make the indemnity requirement of this Article a requirement of any subcontracts where the subcontractor is providing any of the services required under this Agreement. In any such subcontract, in addition to the City of Laredo being an indemnitee, WSST shall also be named as an indemnitee.

(7) Disputes

The parties agree to cooperate with each other in good faith to resolve all disputes arising under the Agreement.

(8) General Provisions

The parties understand that they must be able to fulfill its responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities and programs. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their respective performance under the terms of this Agreement.

If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

Upon termination of this Agreement, any CARES Act funds that have not been utilized before the date of completion or termination must immediately be returned to the City of Laredo.

(9) Amendment or Cancellation of the Agreement

The MOU Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by either party upon 60 days written notice, except where cancellation is for

cause that includes, but is not limited to, a material and significant breach of any provisions of this Agreement, when it may be cancelled upon delivery of written notice to the other party.

(10) Contact Persons

Each respective entity will appoint a contact person to serve as the point of contact. These individuals may communicate as needed and/or call meetings for any purpose. Additionally, the contract persons may propose amendments to this MOU Agreement as appropriate.

The contact person for WSST is Sandra R. Barrera, Deputy Director, and may be reached at (956)722-3973 ext. 230 or via e-mail sandra.barrera@southtexasworkforce.org and the contact person for the City of Laredo is Tecló J. Garcia, Economic Development Director, and may be reached at (956)791-7384 or via e-mail tgarcia@ci.laredo.tx.us.

(11) WSST Service Area

This MOU Agreement is performable in Webb County (s). The validity of this MOU and all matters pertaining to the MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation of construction, shall be governed and determined by the constitution and the laws of the State of Texas.

(12) Force Majeure

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonable within the control of such party and which by due diligence it is unable to prevent or overcome.

(13) Notices

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the US Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, e-mail or other commercially reasonable means and will be effective when actually received. Each party can its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

WSST: Workforce Solutions for South Texas
Attn: Mr. Rogelio Trevino, Executive Director
500 E. Mann Road, Suite B5
Laredo, Texas 78041
(956) 722-3973
rogelio.trevino@southtexasworkforce.org

City of Laredo: City of Laredo
Attn: Robert A. Eads, City Manager
Address: 1110 Houston Street
Laredo, TX 78040
(56)791-7302
reads@ci.laredo.tx.us

(14) No Waiver of Immunity

Neither party waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of the MOU and performance of the functions or obligations described herein.

(15) No Waiver

No waiver of a breach of any provision of this MOU shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

(16) No Assignment

No assignment of the MOU or of any duty or obligation of performance hereunder shall be made in whole or in part by any party without the prior written consent of all parties hereto.

(17) Section Headings

The headings of sections contained in this MOU are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this MOU Agreement.

(18) Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action brought hereunder (including any action in federal court) will be exclusively. The parties consent irrevocably to the sole and exclusive jurisdiction and venue of the courts of Webb County, Texas for any action under this MOU Agreement.

(19) Signatory Authority:

The parties agree this MOU Agreement constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them.

The undersigned parties bind themselves to faithful performance of this Agreement. It is mutually understood that this Agreement shall become effective July 14, 2020, or upon approval by both parties, whichever is later.

WSST



Rogelio Trevino, Executive Director

Attest:

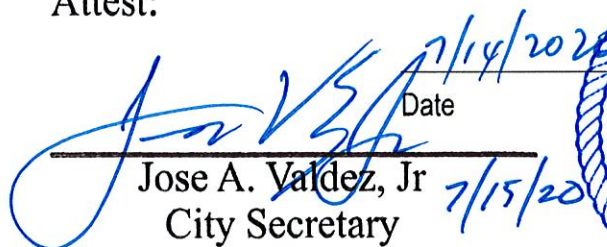
7-13-2020

Date

City of Laredo



Robert A. Eads, City Manager


Date 7/14/2020
7/15/20
Jose A. Valdez, Jr
City Secretary



City Council-Regular**Meeting Date:** 07/27/2020**Initiated By:** Robert A. Eads, City Manager**Staff Source:** Ramon E. Chavez, P.E., City Engineer**SUBJECT**

Consideration for approval to award a construction contract to the lowest responsible responsive bidder ALC Construction Co., Inc., Laredo, Texas, in the base bid amount of \$103,070.00 for the Michigan Ave. Sidewalk Project from Springfield Ave. to International Blvd. – District VII with a construction contract time of ninety (90) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for October 2020. Funding is available in the 2015 CO Bond and 2017 CO Bond - Project Number D71909.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of 6,300 sf. 4" reinforced concrete sidewalk, 2,450 sf. of concrete driveway, 10 ea. ADA reinforced concrete ramp, 1 LS of excavated material, disposal, and haul off, 300 lf. of retaining wall, 1 traffic control.

Plans and specifications were prepared in-house by the Engineering Department.

Four (4) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, July 9, 2020, and publicly opened, read, and taken under advisement on Friday, July 10, 2020, at 10:00 A.M. as follows:

Contractor (s)	Base Bid
Artillery, L.L.C. Edinburg, Texas	\$151,100.00
Romo Contractors, LLC. Laredo, Texas	\$140,000.00
ALC Construction Co., Inc. Laredo, Texas	\$103,070.00
RRR Sealcoat & Stripping, LLC. Laredo, Texas	\$137,090.00

The bid and bid bonds for ALC Construction Co., Inc., Laredo, Texas, were checked and found to be in order. Staff therefore recommends award in the base bid amount of \$103,070.00 to ALC Construction Co., Inc., Laredo, Texas.

Construction contract time is ninety (90) working days after notice to proceed is issued. Completion date for the project is scheduled for October 2020.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: 2015 CO Bond
Account #: 469-2790-535-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available as follows:

2015 CO Bond – Project Number D71909 – Account No. 469-2790-535-9301
2017 CO Bond – Project Number D71909 – Account No. 471-2790-535-9301

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: 2017 CO Bond
Account #: 471-2790-535-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available as follows:

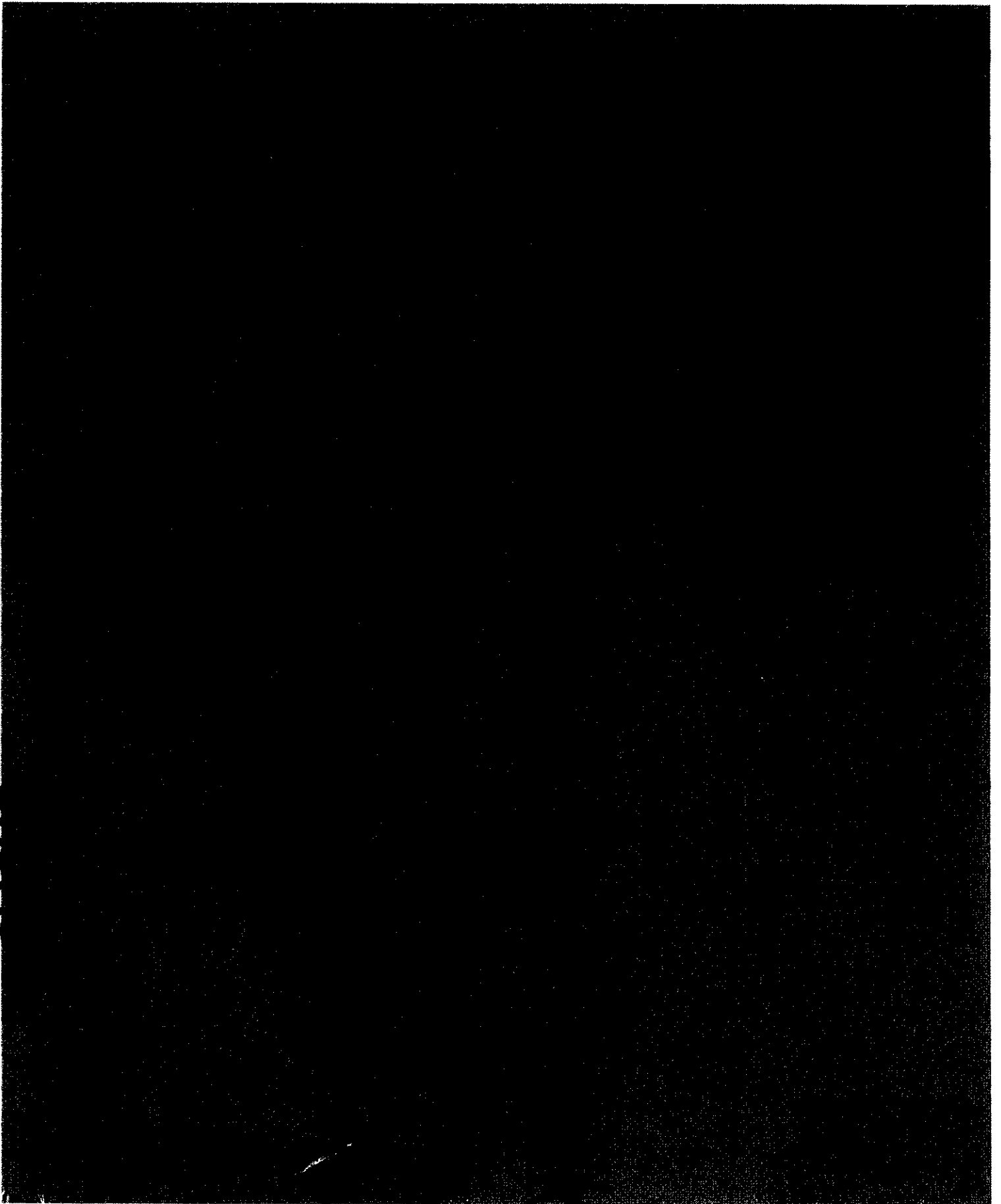
2015 CO Bond – Project Number D71909 – Account No. 469-2790-535-9301
2017 CO Bond – Project Number D71909 – Account No. 471-2790-535-9301

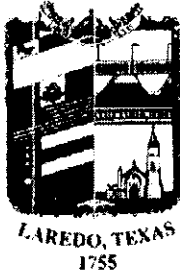
Attachments

Letter of recommendation

Bid submitted by ALC Construction Co., Inc.







CITY OF LAREDO

ENGINEERING DEPARTMENT

ADDENDUM NO. 1

June 30, 2020

Project: Michigan Ave. Sidewalk Project from Springfield Ave. to International Blvd. District VII

All contractors, holders of plans and specifications, plan rooms and all interested parties on the above identified project are hereby notified of the following revisions to the plans and specification, same taking precedence over all previous declarations and notes made on the plans and specifications.

UPDATED - Bid Due Date: July 9, 2020 at 4:00 PM
UPDATED - Bid Opening Date: July 10, 2020 at 10:00 AM

CLARIFICATION: The following are responses to questions asked during and after the project pre-bid meeting conducted on June 24, 2020 at 9:00 A.M.

- 1) Question: Should Detail A.4 read 5 feet transition instead of 4 feet transition? Answer: Yes, the plans (sheet 16, Detail A.4) have been updated to read 5 feet transition.
- 2) Question: Is Detail B.1 a driveway approach or ADA corner ramp detail? Answer: The title for Detail B.1 should represent an ADA corner ramp detail, and the title of Detail B.1 has been updated to read Double Accessible Ramp Corner Detail.
- 3) Question: Could you itemize the demolition of existing driveway and existing curb, adjusting of manholes, remove and replace inlet top and cover, and remove/replace/relocation of trees? Answer: Yes, the table at page 3 in the construction plans and the bid schedule of the spec book have been updated.
- 4) Question: Could you itemize the remove and/or replace existing irrigation system? Answer: The removal and replacing of existing irrigation system is subsidiary to the construction of the sidewalk. The data gathered from the surveyors is the best representation of the existing improvements, and the existing residents' irrigation system cannot be fully quantified until construction starts. The contractor is encouraged to visit the site to provide the best bid for the project.

No more questions will be accepted after this addendum is issued.

This addendum is being submitted to all contractors, holders of plans and/or specifications, plan rooms, and all interested parties to the project and acknowledgement of same is required by inserting its number and date in the proposal form.

City of Laredo Engineering Department

Favio R. Rodriguez, P.E.

Attachments:

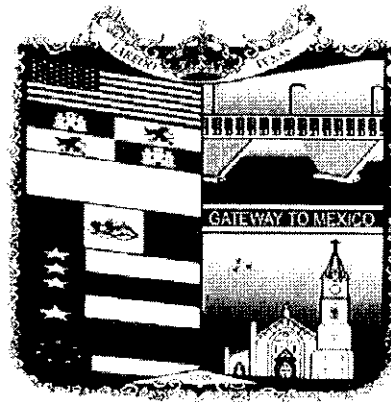
Bid Schedule - Addendum #1, Plan Sheets #3 and #16 - Addendum #1

1110 HOUSTON ST. P.O. BOX 579 LAREDO, TEXAS 78040-0579(956) 791-7346 FAX (956) 791-7496



[Handwritten signature]
6/30/20

[Handwritten signature] 7/09/2020



CITY OF LAREDO

**MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII**

**Required Submission of one original of the bid package
sheets from Section A-5.1 (10 pages)**

Initial & date acknowledgement of:

**Addenda if any, Wage
Determination, Labor Provisions, and
Affirmative Actions Programs**

**COVER PAGE FOR BID
PROPOSAL**

SECTION A-5

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: ALC Construction Co., Inc.
Contractor

Address: 3706 Flores Ave.

Phone: (956)237-2369

Fax: N/A

Project:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII

pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: DA (Please initial and date): 07/09/20

Addendum No. 1: DA 07/09/20

Addendum No. 2: SS

Addendum No. 3: SS

Addendum No. 4: SS

Addendum No. 5: SS

Acknowledgment of other documents: DA (Please initial and date): 07/09/20

Wage Determination: DA 07/09/20

Labor Provisions: DA 07/09/20

Affirmative Action Program: DA 07/09/20

Project:

MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII

Form of Non-Collusive Affidavit

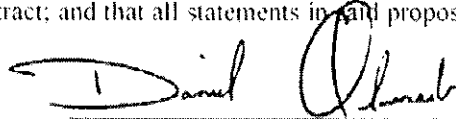
AFFIDAVIT

STATE OF TEXAS ;;
COUNTY OF WEBB ;;

Daniel Alvarado
being first duly sworn, deposes and says

That he is President of ALC Construction Co., Inc.
(a Partner or Officer of the firm of, etc.)

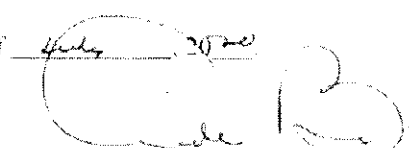
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner,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



Signature of (Print and Sign)

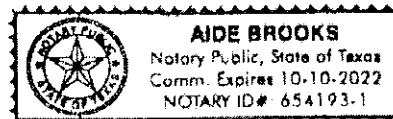
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 04 day of July, 2020


Notary Public

My Commission expires

10-10-2022



INFORMATON TO CONTRACTORS

**PROJECT:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII**

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll free number 1-800-252-5555.

SPECIAL PROVISION
No. 000-6233
IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.

Only those contracts with school districts and nonprofit hospitals qualify for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

STATEMENT OF MATERIALS AND OTHER CHARGES

**PROJECT:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII**

MATERIALS INCORPORATED INTO THE PROJECT: \$ 30,921.00

ALL OTHER CHARGES: \$ 72,149.00

*TOTAL: \$ 103,070.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

ALC Construction Co., Inc.

3706 Flores Ave
Laredo, TX., 78041

*Ruben Lopez
Superintendent
for all our projects*

+ resume

FINAL ACCEPTANCE	CONTRACTOR NAME	PROJECT NAME	FINAL CONTRACT AMOUNT	DISTRICT
10/17/06	ALC Construction, L.L.C.	Reconstruction of the Market/Bartlett Intersection	\$37,429.00	III
03/08/06	ALC Construction, L.L.C.	Sidewalk and ADA Ramps Improvements along Juarez Avenue	\$89,897.50	VIII
03/27/06	ALC Construction, L.L.C.	CDBG Sidewalks City-Wide Project No. 29 (25 Blocks)	\$173,611.00	I, II, III, IV
03/19/07	ALC Construction, L.L.C.	CDBG Sidewalks City-Wide Project No. 33 (15 Blocks)	\$75,177.00	V, VII
04/02/07	ALC Construction, L.L.C.	Water and Sanitary Sewer Improvements Phase I - Piedra China Street/Texas/Milmo Avenue Area in South Laredo	\$271,228.00	III
12/17/07	ALC Construction, L.L.C.	Sidewalk and ADA Ramps Improvements Along Metamoras Street from Santa Maria Avenue to Flores Avenue (4 Blocks Approximately 1,200 Linear Feet of Construction)	\$72,333.50	VIII
03/10/08	ALC Construction, LLC	CDBG Sidewalks City-Wide Project No. 34 (12 Blocks - District IV) and Project No. 35 (9 Blocks - District V)	\$103,275.00	IV, V
08/04/08	ALC Construction, LLC	Laredo Street Drainage Improvements Phase II	\$465,970.00	III
08/25/08	ALC Construction, LLC	Cigarroa Recreation Center Boxing Gym	\$543,000.00	I
09/15/08	ALC Construction, LLC	Widening of the Bartlett and Saunders Intersection	\$110,152.00	IV, V
10/06/08	ALC Construction, LLC	Esperanza Road Drainage Improvements Project	\$222,787.60	V
06/01/09	ALC Construction, Inc.	Two (2) El Metro Bus Bays at FM 1472 (Mines Road) (Bristol Road and Quail Creek Road)	\$76,372.00	VII
07/20/09	ALC Construction, Inc.	Channel Improvement Mary Help	\$471,838.00	VII
09/08/09	ALC Construction, Inc.	El Metro City-Wide Sidewalk Improvements (15 Blocks)	\$69,762.15	III, IV, VIII
11/16/09	ALC Construction, Inc.	CDBG Sidewalk City-Wide Projects No. 36 and 37 (50 Blocks - District VIII)	\$134,026.90	IV, V
02/16/10	ALC Construction, Inc.	Laredo Street Drainage Improvements Phase III	\$282,635.00	III
05/17/10	ALC Construction, Inc.	Sidewalk City-Wide Project No. 38 (50 Blocks - District VIII)	\$301,255.80	VIII
01/18/11	ALC Construction, Inc.	Project No. 43 - El Metro Sidewalks (16 Blocks - Districts I, II, III, IV & V)	\$115,260.50	I, II, III
09/06/11	ALC Construction, Inc.	Chacon Creek Hike and Bike Trail Phase I (CSJ: 0922-33-100)	\$328,639.00	
10/06/11	ALC Construction, Inc.	Civic Center Soft Walking Track (Re Bid)	\$235,580.00	VIII
11/28/11	ALC Construction, Inc.	CDBG Sidewalks Project No. 39 (23 Blocks - District IV)	\$145,610.25	IV
01/03/12	ALC Construction, Inc.	CDBG Sidewalks Project No. 40 (23 Blocks - District V)	\$151,325.90	V
02/21/12	ALC Construction, Inc.	CDBG Sidewalks Project No. 41 (23 Blocks - District VII)	\$181,020.70	VII
04/16/12	ALC Construction, Inc.	E- Metro ADA Sidewalks and Ramps (5 Blocks - District VII)	\$38,087.50	VII
08/06/12	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 50 (5 Blocks - District II)	\$40,336.20	II
10/01/12	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 51 (5 Blocks - District III)	\$29,529.85	III
01/22/13	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 52 (5 Blocks - District VI)	\$28,722.10	V
01/22/13	ALC Construction, Inc.	Canal Street Drainage and Wastewater Improvements	\$647,726.73	IV, V
03/18/13	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 53 (4 Blocks - District VII)	\$24,567.30	VI
03/18/13	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 54 (6 Blocks - District VIII)	\$29,543.70	VIII
06/17/13	ALC Construction, Inc.	CDBG Cecilia Moreno Park Canopies (2) - District IV	\$23,700.00	IV
08/05/13	ALC Construction, Inc.	CDBG East Hachar Elementary School Soft Walking Track - District II	\$112,139.50	I
10/07/13	ALC Construction, Inc.	CDBG Sidewalks and ADA Improvements within	\$483,468.00	VIII

FINAL ACCEPTANCE	CONTRACTOR NAME	PROJECT NAME	FINAL CONTRACT AMOUNT	DISTRICT
11/04/13	ALC Construction, Inc.	Downtown Area Phase I and Phase II El Metro ADA Sidewalks and Ramps Project No. 59 (6 Blocks - District VII)	\$45,301.18	VII
01/21/14	ALC Construction, Inc.	Ryan Elementary School Gym	\$48,200.00	III, IV
01/21/14	ALC Construction, Inc.	CDBG Sidewalks City-Wide Project No. 56 (26 Blocks - District VIII)	\$135,561.95	VII
03/17/14	ALC Construction, Inc.	CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks - District V)	\$107,129.88	V
03/17/14	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 60 (8 Blocks - City Wide)	\$81,926.60	CW
06/16/14	ALC Construction, Inc.	Bartlett Avenue Sidewalks (Hillside Road to Gale Street)	\$63,930.00	V
10/20/14	ALC Construction, Inc.	Farias Recreation Center (Marcos J. Aranda Recreation and Boxing Center)	\$713,110.00	VII
10/05/15	ALC Construction, Inc.	CDBG Dryden Park Soccer Field Improvements Project Located at 2700 Diaz Street	\$141,502.50	II
11/16/15	ALC Construction, Inc.	CDBG Roberto Llano Track Improvements	\$111,608.00	V
12/37/15	ALC Construction, Inc.	City of Laredo Municipal Housing Elderly Rental Housing Complex Located at 620 Santa Rita Avenue	\$505,142.36	VIII
12/07/15	ALC Construction, Inc.	CDBG El Eden Multipurpose Field Improvements	\$88,329.70	I
08/15/16	ALC Construction, Inc.	El Metro Operations and Maintenance Facility 401 Scott Street Repair/Reconstruction and/or Replacement of Concrete Slabs and Construction Joints	\$515,558.25	VIII
02/26/17	ALC Construction, Inc.	El Metro Sidewalk Improvements	\$55,260.00	CW
02/26/17	ALC Construction, Inc.	CDBG Sidewalk Project District VII (12 Blocks)	\$186,773.60	VII
02/26/17	ALC Construction, Inc.	CDBG Maryland Toddler Park Shade Structure	\$63,900.00	IV
06/25/17	ALC Construction, Inc.	CDBG Farias Recreational Area Improvements	\$47,700.00	VII
12/34/17	ALC Construction, Inc.	International Boulevard at San Isidro Parkway Roundabout Project	\$264,126.50	VI
02/20/18	ALC Construction, Inc.	CDBG Sidewalk Project District VIII (20 City Blocks)	\$150,500.00	VIII
02/20/18	ALC Construction, Inc.	Roof Replacement for the City of Laredo Health Department Located at 2600 Cedar Avenue Project	\$704,826.38	IV
04/32/18	ALC Construction, Inc.	CDBG Sidewalk Project District II (12 City-Blocks)	\$74,980.00	II
04/16/18	ALC Construction, Inc.	George Washington Park Metal Shade - District I	\$147,560.00	I
09/34/18	ALC Construction Co., Inc.	CDBG El Eden Park Basketball Court Metal Shade Structure - District I	\$199,160.00	I
10/01/18	ALC Construction, Co., Inc.	Sidewalk Improvements Phase I Tilden Avenue/ Eisteller Street Area (19 Blocks) - District IV	\$150,097.90	IV
01/22/19	ALC Construction Co., Inc.	Telecommunications Building Roof Replacement Project	\$118,749.39	
02/19/19	ALC Construction Co., Inc.	Sidewalk Improvements Phase II Alma Pierce Elementary School Project (17 Blocks - District IV)	\$186,519.40	IV
05/26/19	ALC Construction Co., Inc.	Bartlett Sports Complex Park Basketball Metal Shade - District V	\$132,000.00	V
08/03/19	ALC Construction, Inc.	North Central Park John Vails Basketball Metal Shade - District VI	\$100,000.00	VI

Project:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII

Proposed Progress Schedules:

Proposed Schedule will be as required by the City of Laredo.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

Please see attached.

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

City Ready Mix
Laredo Ready Mix
Patmo
CMC
RNR

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

ALC Equipment

Vehicle	Year	Make	Model
Dump Truck	1991	INTL	930
Back Hoe	2006	CAT	416D
Skyloader	2007	CAT	436B
Pick up	2001	Silverado	1500
Pick up	2006	Ford	F350

ALL OTHER EQUIPMENT NECESSARY WILL BE RENTED OUT

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

**PROJECT:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII**

Item No.	Estimated Qty.	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
1	6,300	SF	Furnish all labor, equipment, and material to construct a 4" thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor, materials, tools, equipment, removal of existing concrete, remove and replace signs, saw cutting, doweling, etc. Complete in place at: Five Dollars w/ Fifty Cents per unit.	\$5.50	\$34,650.00
2	2,200	SF	Furnish all labor, equipment, and material for Removal and Disposal of Existing Concrete Driveway , as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, remove and replace signs saw cutting, doweling, etc. Complete in Place at: Two Dollars w/ Fifty Cents per unit.	\$2.50	\$5,500.00
3	120	LF	Furnish all labor, equipment, and material for Removal and Disposal of Existing Concrete Curb , as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, etc. Complete in Place at: Six Dollars per unit.	\$6.00	\$720.00
4	4	EA	Furnish all labor, equipment, and material to Adjust Manhole , as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, etc. Complete in Place at: One-Thousand Dollars per unit.	\$1,000.00	\$4,000.00
5	10	EA	Furnish all labor, equipment, and material to construct a Reinforced Concrete Single ADA Ramp , (Ramp Run and Flared Sides) as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, remove and replace signs saw cutting, doweling, etc. Complete in Place at: One-Thousand Dollars per unit.	\$1,000.00	\$10,000.00
6	2,450	SF	Furnish all labor, equipment, and material to construct a Concrete Driveway as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, remove and replace signs saw cutting, doweling, etc. Complete in place at: Six Dollars per unit.	\$6.00	\$14,700.00

7	60	SF	Furnish all labor, equipment, and material to Remove and Replace Existing Concrete Inlet Top and Manhole Cover as per city specifications to include all labor, materials, tools equipment, etc Complete in place. at <u>Forty Dollars</u> per unit.	\$40.00	\$2,400.00
8	1	LS	Furnish all labor, equipment, and material to construct a Excavated Material, Disposal, and Haul Off as per city specifications to include all labor, materials, tools equipment, etc. Complete in place. at <u>Ten-Thousand Dollars</u> per unit.	\$10,000.00	\$10,000.00
9	300	LF	Furnish all labor, equipment, and material to construct a One (1) - Three (3) feet High Retaining Wall as per city specifications to include all labor, materials, tools equipment, removal of existing concrete, remove and replace signs saw cutting, doweling, etc. Complete in place. at <u>Twenty Dollars</u> per unit.	\$20.00	\$6,000.00
10	5	EA	Furnish all labor, equipment, and material to Remove, Relocate, Adjust, and/or Replace Existing Trees as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place. at <u>Two-Hundred Dollars</u> per unit.	\$200.00	\$1,000.00
11	1	LS	Furnish all labor, equipment, and material to construct a Traffic Control as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place. at <u>Four-Thousand One-Hundred Dollars</u> per unit.	\$4,100.00	\$4,100.00
12	1	LS	Include \$10,000 Contingencies as part of the Base bid. Complete in place. at <u>Ten Thousand Dollars</u> per unit.	\$10,000.00	\$10,000.00

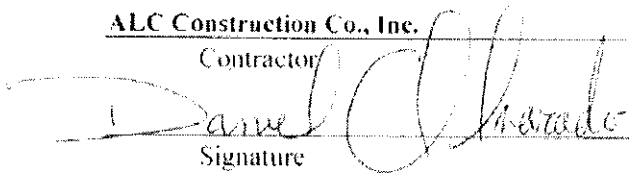
TOTAL BASE BID AMOUNT \$103,070.00

TOTAL BASE BID WRITTEN IN WORDS: One-Hundred Three-Thousand Seventy Dollars

TOTAL ALTERNATE BID WRITTEN IN WORDS: There are no alternates listed.

ALC Construction Co., Inc.

Contractor



Signature

President

Title

3706 Flores Ave.

Address

Laredo/TX

City/State

78041

Zip Code

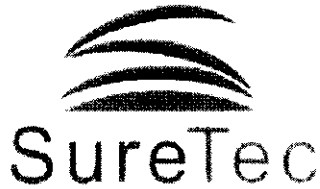
Telephone Number: (956)237-2369

Fax Number: () N/A

Date: 07/09/2020

NOTE 1: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

NOTE 2: THE CITY OF LAREDO RESERVES THE RIGHT TO AWARD THE BASE BID OR ANY OF THE ALTNERATE BIDS LISTED ABOVE TO REJECT ALL BIDS IF FUNDINGS IS NOT AVAILABLE.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ALC Construction Co., Inc.
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Laredo
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Michigan Ave Sidewalk Project from Springfield Ave to International Blvd
District VII Proj. No. _____

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 9th day of July, 2020

ALC Construction Co., Inc.
(Principal)

BY: [Signature]
TITLE: President

SURETEC INSURANCE COMPANY

BY: [Signature]
Maria Yolanda Lopez Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maria Yolanda Lopez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: ALC Construction Co., Inc.
Obligee: City of Laredo
Amount: \$ 150,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

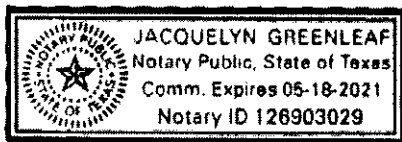


SURETEC INSURANCE COMPANY

By: [Signature]
 John Knox, Jr., President

State of Texas ss:
 County of Harris

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
 Jacquelyn Greenleaf, Notary Public
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 9th day of July, 2020, A.D.
[Signature]
 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

BID BOND

**Project:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ **Please see attached.** _____

_____ as Principal, and _____ as
Surety, are hereby held and firmly bound unto

_____ as Owner in the penal sum of _____
for payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all

claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

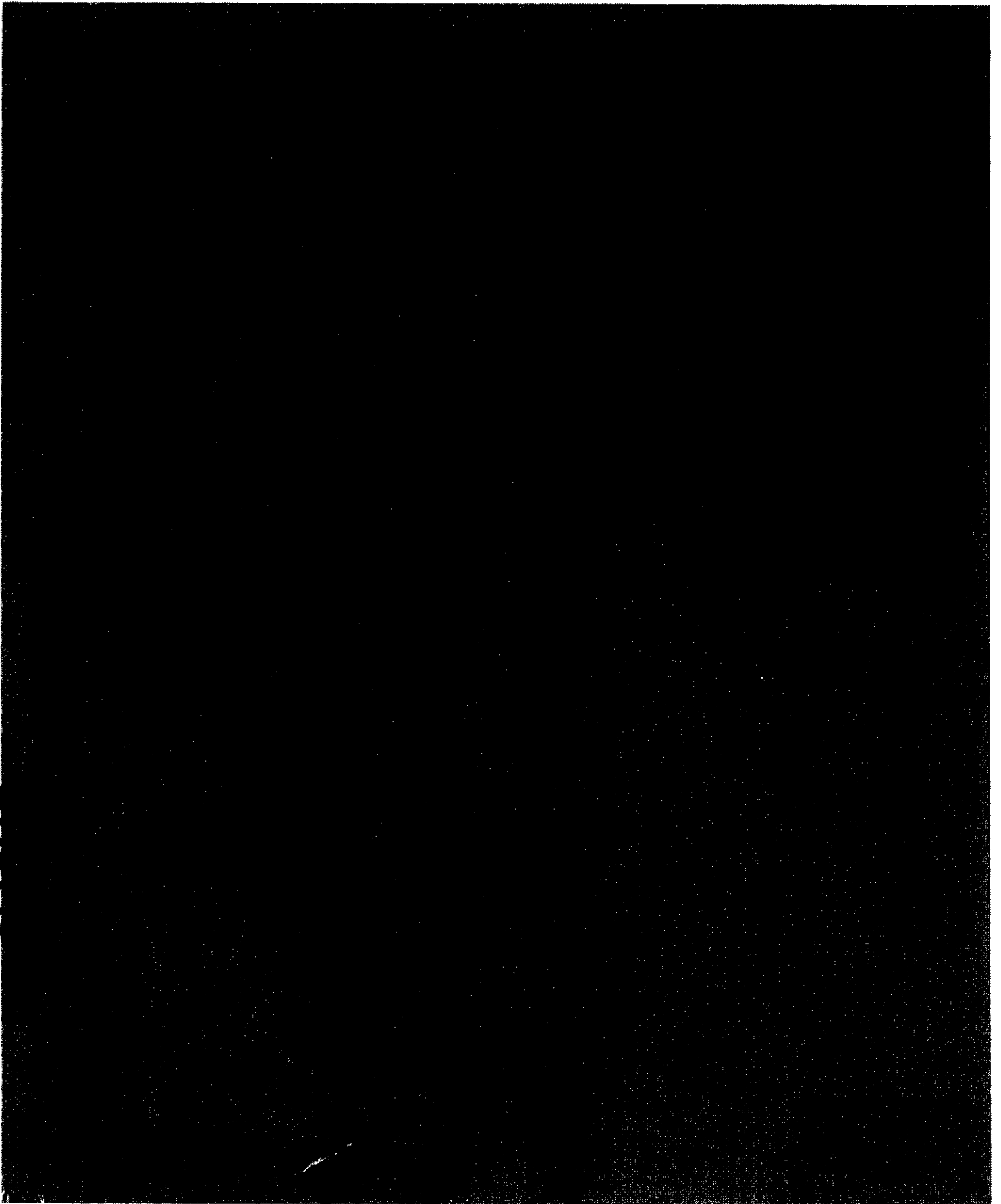
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

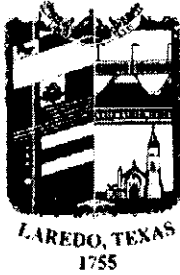
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

(L.S.)
Principal (Print and Sign)

Surety

By: _____





CITY OF LAREDO

ENGINEERING DEPARTMENT

ADDENDUM NO. 1

June 30, 2020

Project: Michigan Ave. Sidewalk Project from Springfield Ave. to International Blvd. District VII

All contractors, holders of plans and specifications, plan rooms and all interested parties on the above identified project are hereby notified of the following revisions to the plans and specification, same taking precedence over all previous declarations and notes made on the plans and specifications.

UPDATED - Bid Due Date: July 9, 2020 at 4:00 PM
UPDATED - Bid Opening Date: July 10, 2020 at 10:00 AM

CLARIFICATION: The following are responses to questions asked during and after the project pre-bid meeting conducted on June 24, 2020 at 9:00 A.M.

- 1) Question: Should Detail A.4 read 5 feet transition instead of 4 feet transition? Answer: Yes, the plans (sheet 16, Detail A.4) have been updated to read 5 feet transition.
- 2) Question: Is Detail B.1 a driveway approach or ADA corner ramp detail? Answer: The title for Detail B.1 should represent an ADA corner ramp detail, and the title of Detail B.1 has been updated to read Double Accessible Ramp Corner Detail.
- 3) Question: Could you itemize the demolition of existing driveway and existing curb, adjusting of manholes, remove and replace inlet top and cover, and remove/replace/relocation of trees? Answer: Yes, the table at page 3 in the construction plans and the bid schedule of the spec book have been updated.
- 4) Question: Could you itemize the remove and/or replace existing irrigation system? Answer: The removal and replacing of existing irrigation system is subsidiary to the construction of the sidewalk. The data gathered from the surveyors is the best representation of the existing improvements, and the existing residents' irrigation system cannot be fully quantified until construction starts. The contractor is encouraged to visit the site to provide the best bid for the project.

No more questions will be accepted after this addendum is issued.

This addendum is being submitted to all contractors, holders of plans and/or specifications, plan rooms, and all interested parties to the project and acknowledgement of same is required by inserting its number and date in the proposal form.

City of Laredo Engineering Department

Favio R. Rodriguez, P.E.

Attachments:

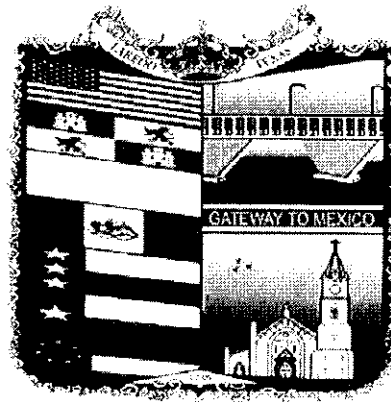
Bid Schedule - Addendum #1, Plan Sheets #3 and #16 - Addendum #1

1110 HOUSTON ST. P.O. BOX 579 LAREDO, TEXAS 78040-0579(956) 791-7346 FAX (956) 791-7496



[Handwritten signature]
6/30/20

[Handwritten signature] 7/09/2020



CITY OF LAREDO

**MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII**

**Required Submission of one original of the bid package
sheets from Section A-5.1 (10 pages)**

Initial & date acknowledgement of:

**Addenda if any, Wage
Determination, Labor Provisions, and
Affirmative Actions Programs**

**COVER PAGE FOR BID
PROPOSAL**

SECTION A-5

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: ALC Construction Co., Inc.
Contractor

Address: 3706 Flores Ave.

Phone: (956)237-2369

Fax: N/A

Project:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII

pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: DA (Please initial and date): 07/09/20

Addendum No. 1: DA 07/09/20
Addendum No. 2: _____
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: DA (Please initial and date): 07/09/20

Wage Determination: DA 07/09/20
Labor Provisions: DA 07/09/20
Affirmative Action Program: DA 07/09/20

Project:

MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII

Form of Non-Collusive Affidavit

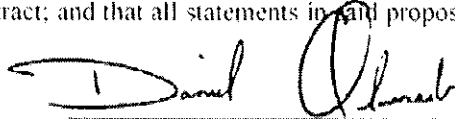
AFFIDAVIT

STATE OF TEXAS ;;
COUNTY OF WEBB ;;

Daniel Alvarado
being first duly sworn, deposes and says

That he is President of ALC Construction Co., Inc.
(a Partner or Officer of the firm of, etc.)

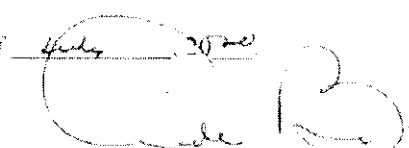
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner,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



Signature of (Print and Sign)

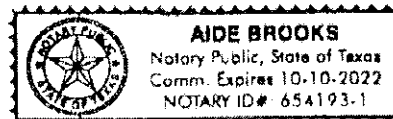
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 04 day of July, 2020


Notary Public

My Commission expires

10-10-2022



INFORMATON TO CONTRACTORS

**PROJECT:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII**

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll free number 1-800-252-5555.

SPECIAL PROVISION
No. 000-6233
IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.

Only those contracts with school districts and nonprofit hospitals qualify for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

STATEMENT OF MATERIALS AND OTHER CHARGES

**PROJECT:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII**

MATERIALS INCORPORATED INTO THE PROJECT: \$ 30,921.00

ALL OTHER CHARGES: \$ 72,149.00

*TOTAL: \$ 103,070.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

ALC Construction Co., Inc.

3706 Flores Ave
Laredo, TX., 78041

Ruben Lopez
Superintendent
for all our projects

+ resume

FINAL ACCEPTANCE	CONTRACTOR NAME	PROJECT NAME	FINAL CONTRACT AMOUNT	DISTRICT
10/17/06	ALC Construction, L.L.C.	Reconstruction of the Market/Bartlett Intersection	\$37,429.00	III
03/08/06	ALC Construction, L.L.C.	Sidewalk and ADA Ramps Improvements along Juarez Avenue	\$89,897.50	VIII
03/27/06	ALC Construction, L.L.C.	CDBG Sidewalks City-Wide Project No. 29 (25 Blocks)	\$173,611.00	I, II, III, IV
03/19/07	ALC Construction, L.L.C.	CDBG Sidewalks City-Wide Project No. 33 (15 Blocks)	\$75,177.00	V, VII
04/02/07	ALC Construction, L.L.C.	Water and Sanitary Sewer Improvements Phase I - Piedra China Street/Texas/Milmo Avenue Area in South Laredo	\$271,228.00	III
12/17/07	ALC Construction, L.L.C.	Sidewalk and ADA Ramps Improvements Along Metamoras Street from Santa Maria Avenue to Flores Avenue (4 Blocks Approximately 1,200 Linear Feet of Construction)	\$72,333.50	VIII
03/10/08	ALC Construction, LLC	CDBG Sidewalks City-Wide Project No. 34 (12 Blocks - District IV) and Project No. 35 (9 Blocks - District V)	\$103,275.00	IV, V
08/04/08	ALC Construction, LLC	Laredo Street Drainage Improvements Phase II	\$465,970.00	III
08/25/08	ALC Construction, LLC	Cigarroa Recreation Center Boxing Gym	\$543,000.00	I
09/15/08	ALC Construction, LLC	Widening of the Bartlett and Saunders Intersection	\$110,152.00	IV, V
10/06/08	ALC Construction, LLC	Esperanza Road Drainage Improvements Project	\$222,787.60	V
06/01/09	ALC Construction, Inc.	Two (2) El Metro Bus Bays at FM 1472 (Mines Road) (Bristol Road and Quail Creek Road)	\$76,372.00	VII
07/20/09	ALC Construction, Inc.	Channel Improvement Mary Help	\$471,838.00	VII
09/08/09	ALC Construction, Inc.	El Metro City-Wide Sidewalk Improvements (15 Blocks)	\$69,762.15	III, IV, VIII
11/16/09	ALC Construction, Inc.	CDBG Sidewalk City-Wide Projects No. 36 and 37 (50 Blocks - District VIII)	\$134,026.90	IV, V
02/16/10	ALC Construction, Inc.	Laredo Street Drainage Improvements Phase III	\$282,635.00	III
05/17/10	ALC Construction, Inc.	Sidewalk City-Wide Project No. 38 (50 Blocks - District VIII)	\$301,255.80	VIII
01/18/11	ALC Construction, Inc.	Project No. 43 - El Metro Sidewalks (16 Blocks - Districts I, II, III, IV & V)	\$115,260.50	I, II, III
09/06/11	ALC Construction, Inc.	Chacon Creek Hike and Bike Trail Phase I (CSJ: 0922-33-100)	\$328,639.00	
10/06/11	ALC Construction, Inc.	Civic Center Soft Walking Track (Re Bid)	\$235,580.00	VIII
11/28/11	ALC Construction, Inc.	CDBG Sidewalks Project No. 39 (23 Blocks - District IV)	\$145,610.25	IV
01/03/12	ALC Construction, Inc.	CDBG Sidewalks Project No. 40 (23 Blocks - District V)	\$151,325.90	V
02/21/12	ALC Construction, Inc.	CDBG Sidewalks Project No. 41 (23 Blocks - District VII)	\$181,020.70	VII
04/16/12	ALC Construction, Inc.	E-Metro ADA Sidewalks and Ramps (5 Blocks - District VII)	\$38,087.50	VII
08/06/12	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 50 (5 Blocks - District II)	\$40,336.20	II
10/01/12	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 51 (5 Blocks - District III)	\$29,529.85	III
01/22/13	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 52 (5 Blocks - District VI)	\$28,722.10	V
01/22/13	ALC Construction, Inc.	Canal Street Drainage and Wastewater Improvements	\$647,726.73	IV, V
03/18/13	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 53 (4 Blocks - District VII)	\$24,567.30	VI
03/18/13	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 54 (6 Blocks - District VIII)	\$29,543.70	VIII
06/17/13	ALC Construction, Inc.	CDBG Cecilia Moreno Park Canopies (2) - District IV	\$23,700.00	IV
08/05/13	ALC Construction, Inc.	CDBG East Hachar Elementary School Soft Walking Track - District II	\$112,139.50	I
10/07/13	ALC Construction, Inc.	CDBG Sidewalks and ADA Improvements within	\$483,468.00	VIII

FINAL ACCEPTANCE	CONTRACTOR NAME	PROJECT NAME	FINAL CONTRACT AMOUNT	DISTRICT
11/04/13	ALC Construction, Inc.	Downtown Area Phase I and Phase II El Metro ADA Sidewalks and Ramps Project No. 59 (6 Blocks - District VII)	\$45,301.18	VII
01/21/14	ALC Construction, Inc.	Ryan Elementary School Gym	\$48,200.00	III, IV
01/21/14	ALC Construction, Inc.	CDBG Sidewalks City-Wide Project No. 56 (26 Blocks - District VIII)	\$135,561.95	VII
03/17/14	ALC Construction, Inc.	CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks - District V)	\$107,129.88	V
03/17/14	ALC Construction, Inc.	El Metro ADA Sidewalks and Ramps Project No. 60 (8 Blocks - City Wide)	\$81,926.60	CW
06/16/14	ALC Construction, Inc.	Bartlett Avenue Sidewalks (Hillside Road to Gale Street)	\$63,930.00	V
10/20/14	ALC Construction, Inc.	Farias Recreation Center (Marcos J. Aranda Recreation and Boxing Center)	\$713,110.00	VII
10/05/15	ALC Construction, Inc.	CDBG Dryden Park Soccer Field Improvements Project Located at 2700 Diaz Street	\$141,502.50	II
11/16/15	ALC Construction, Inc.	CDBG Roberto Llano Track Improvements	\$111,608.00	V
12/37/15	ALC Construction, Inc.	City of Laredo Municipal Housing Elderly Rental Housing Complex Located at 620 Santa Rita Avenue	\$505,142.36	VIII
12/07/15	ALC Construction, Inc.	CDBG El Eden Multipurpose Field Improvements	\$88,329.70	I
08/15/16	ALC Construction, Inc.	El Metro Operations and Maintenance Facility 401 Scott Street Repair/Reconstruction and/or Replacement of Concrete Slabs and Construction Joints	\$515,558.25	VIII
02/26/17	ALC Construction, Inc.	El Metro Sidewalk Improvements	\$55,260.00	CW
02/26/17	ALC Construction, Inc.	CDBG Sidewalk Project District VII (12 Blocks)	\$186,773.60	VII
02/26/17	ALC Construction, Inc.	CDBG Maryland Toddler Park Shade Structure	\$63,900.00	IV
06/25/17	ALC Construction, Inc.	CDBG Farias Recreational Area Improvements	\$47,700.00	VII
12/34/17	ALC Construction, Inc.	International Boulevard at San Isidro Parkway Roundabout Project	\$264,126.50	VI
02/20/18	ALC Construction, Inc.	CDBG Sidewalk Project District VIII (20 City Blocks)	\$150,500.00	VIII
02/20/18	ALC Construction, Inc.	Roof Replacement for the City of Laredo Health Department Located at 2600 Cedar Avenue Project	\$704,826.38	IV
04/32/18	ALC Construction, Inc.	CDBG Sidewalk Project District II (12 City-Blocks)	\$74,980.00	II
04/16/18	ALC Construction, Inc.	George Washington Park Metal Shade - District I	\$147,560.00	I
09/34/18	ALC Construction Co., Inc.	CDBG El Eden Park Basketball Court Metal Shade Structure - District I	\$199,160.00	I
10/01/18	ALC Construction, Co., Inc.	Sidewalk Improvements Phase I Tilden Avenue/ Eisteller Street Area (19 Blocks) - District IV	\$150,097.90	IV
01/22/19	ALC Construction Co., Inc.	Telecommunications Building Roof Replacement Project	\$118,749.39	
02/19/19	ALC Construction Co., Inc.	Sidewalk Improvements Phase II Alma Pierce Elementary School Project (17 Blocks - District IV)	\$186,519.40	IV
05/26/19	ALC Construction Co., Inc.	Bartlett Sports Complex Park Basketball Metal Shade - District V	\$132,000.00	V
08/03/19	ALC Construction, Inc.	North Central Park John Vails Basketball Metal Shade - District VI	\$100,000.00	VI

Project:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII

Proposed Progress Schedules:

Proposed Schedule will be as required by the City of Laredo.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

Please see attached.

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

City Ready Mix
Laredo Ready Mix
Patmo
CMC
RNR

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

ALC Equipment

Vehicle	Year	Make	Model
Dump Truck	1991	INTL	930
Back Hoe	2006	CAT	416D
Skyloader	2007	CAT	436B
Pick up	2001	Silverado	1500
Pick up	2006	Ford	F350

ALL OTHER EQUIPMENT NECESSARY WILL BE RENTED OUT

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

**PROJECT:
MICHIGAN AVE. SIDEWALK PROJECT FROM SPRINGFIELD AVE. TO
INTERNATIONAL BLVD.
DISTRICT VII**

Item No.	Estimated Qty.	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
1	6,300	SF	Furnish all labor, equipment, and material to construct a 4" thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor, materials, tools, equipment, removal of existing concrete, remove and replace signs, saw cutting, doweling, etc. Complete in place at: Five Dollars w/ Fifty Cents per unit.	\$5.50	\$34,650.00
2	2,200	SF	Furnish all labor, equipment, and material for Removal and Disposal of Existing Concrete Driveway , as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, remove and replace signs saw cutting, doweling, etc. Complete in Place at: Two Dollars w/ Fifty Cents per unit.	\$2.50	\$5,500.00
3	120	LF	Furnish all labor, equipment, and material for Removal and Disposal of Existing Concrete Curb , as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, etc. Complete in Place at: Six Dollars per unit.	\$6.00	\$720.00
4	4	EA	Furnish all labor, equipment, and material to Adjust Manhole , as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, etc. Complete in Place at: One-Thousand Dollars per unit.	\$1,000.00	\$4,000.00
5	10	EA	Furnish all labor, equipment, and material to construct a Reinforced Concrete Single ADA Ramp , (Ramp Run and Flared Sides) as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, remove and replace signs saw cutting, doweling, etc. Complete in Place at: One-Thousand Dollars per unit.	\$1,000.00	\$10,000.00
6	2,450	SF	Furnish all labor, equipment, and material to construct a Concrete Driveway as per city specifications to include all labor, materials, tools, equipment, removal of existing concrete, remove and replace signs saw cutting, doweling, etc. Complete in place at: Six Dollars per unit.	\$6.00	\$14,700.00

7	60	SF	Furnish all labor, equipment, and material to Remove and Replace Existing Concrete Inlet Top and Manhole Cover as per city specifications to include all labor, materials, tools equipment, etc Complete in place. at <u>Forty Dollars</u> per unit.	\$40.00	\$2,400.00
8	1	LS	Furnish all labor, equipment, and material to construct a Excavated Material, Disposal, and Haul Off as per city specifications to include all labor, materials, tools equipment, etc. Complete in place. at <u>Ten-Thousand Dollars</u> per unit.	\$10,000.00	\$10,000.00
9	300	LF	Furnish all labor, equipment, and material to construct a One (1) - Three (3) feet High Retaining Wall as per city specifications to include all labor, materials, tools equipment, removal of existing concrete, remove and replace signs saw cutting, doweling, etc. Complete in place. at <u>Twenty Dollars</u> per unit.	\$20.00	\$6,000.00
10	5	EA	Furnish all labor, equipment, and material to Remove, Relocate, Adjust, and/or Replace Existing Trees as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place. at <u>Two-Hundred Dollars</u> per unit.	\$200.00	\$1,000.00
11	1	LS	Furnish all labor, equipment, and material to construct a Traffic Control as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place. at <u>Four-Thousand One-Hundred Dollars</u> per unit.	\$4,100.00	\$4,100.00
12	1	LS	Include \$10,000 Contingencies as part of the Base bid. Complete in place. at <u>Ten Thousand Dollars</u> per unit.	\$10,000.00	\$10,000.00

TOTAL BASE BID AMOUNT \$103,070.00

TOTAL BASE BID WRITTEN IN WORDS: One-Hundred Three-Thousand Seventy Dollars

TOTAL ALTERNATE BID WRITTEN IN WORDS: There are no alternates listed.

ALC Construction Co., Inc.

Contractor

Daniel Andrade
Signature

President

Title

3706 Flores Ave.

Address

Laredo/TX

City/State

78041

Zip Code

Telephone Number: (956)237-2369

Fax Number: () N/A

Date: 07/09/2020

NOTE 1: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

NOTE 2: THE CITY OF LAREDO RESERVES THE RIGHT TO AWARD THE BASE BID OR ANY OF THE ALTNERATE BIDS LISTED ABOVE TO REJECT ALL BIDS IF FUNDINGS IS NOT AVAILABLE.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ALC Construction Co., Inc.
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Laredo
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Michigan Ave Sidewalk Project from Springfield Ave to International Blvd
District VII Proj. No. _____

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 9th day of July, 2020

ALC Construction Co., Inc.
(Principal)

BY: [Signature]

TITLE: President

SURETEC INSURANCE COMPANY

BY: [Signature]

Maria Yolanda Lopez Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maria Yolanda Lopez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: ALC Construction Co., Inc.
Obligee: City of Laredo
Amount: \$ 150,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

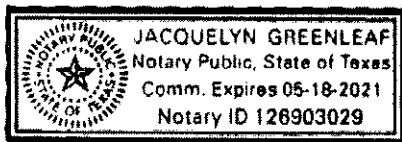


SURETEC INSURANCE COMPANY

By: [Signature]
 John Knox, Jr., President

State of Texas ss:
 County of Harris

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
 Jacquelyn Greenleaf, Notary Public
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 9th day of July, 2020, A.D.
[Signature]
 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

(L.S.)
Principal (Print and Sign)

Surety

By: _____

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer

SUBJECT

Consideration for approval of the Sidewalk Project Springfield Ave. from Windsor Rd. to Jordan Dr. – District V as complete, release of retainage and approval of final payment in the amount of \$13,705.50 to ALC Construction Co., Inc., Laredo, Texas. Final construction contract amount is \$137,055.00. Funding is available in the 2018 CO Bond – District Priority Funds - Project Number D51914.

PREVIOUS COUNCIL ACTION

On January 21, 2020, City Council awarded a construction contract to the lowest responsible responsive bidder ALC Construction Co., Inc., Laredo, Texas in the base bid amount of \$137,055.00 for the Sidewalk Project Springfield Ave. from Windsor Rd. to Jordan Dr. – District V with a construction contract time of ninety (90) working days.

BACKGROUND

The original project consisted of 255 cubic yards excavated material and haul off, 13,550 square feet 4” reinforced concrete sidewalk, 365 square feet of remove/reconstruct concrete, 250 square feet of concrete driveway, 3 each install/remove/replace signs, 2 each ADA reinforced concrete ramp, 1,650 linear feet of retaining wall, 1 traffic control.

Plans and specifications were prepared in-house by the Engineering Department.

Original construction contract amount (Approved by City Council on January 21, 2020)	\$137,055.00
Final construction contract amount	\$137,055.00

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: 2018 CO Bond
Account #: 472-0000-206-0100
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2018 CO Bond – District Priority Funds - Project Number D51914.

Account No. 472-2790-535-9301

City Council-Regular**Meeting Date:** 07/27/2020**Initiated By:** Robert A. Eads, City Manager**Staff Source:** Ramon E. Chavez, P.E., City Engineer; Juan J. Gomez, Parks and Recreation Director**SUBJECT**

Consideration for approval to award a construction contract to the lowest responsible responsive bidder Leyendecker Construction of Texas, Inc., in the base bid amount of \$7,557,000.00 for the City of Laredo Tennis Complex at TAMIU with a construction contract time of five-hundred fifty (550) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, the estimated completion date for the project is scheduled for January 2022. Funding is available in the Sports & Community Venue Sales Tax.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of construction of six (6) collegiate level courts and twelve (12) recreational level courts for the City of Laredo Tennis Complex located at Texas A&M International University. The courts will be post-tensioned concrete with associated lighting, fencing, shade structures, bleacher seating, and tennis equipment. All associated site work, utilities, parking, and landscaping is also included in the scope of work. The project also features a 9,000 square foot, two (2) story building with locker rooms, multi-purpose areas, offices, concession, and public restrooms.

Plans and specifications were prepared by Frank Architects, Inc., Laredo, Texas.

Three (3) bids were received at the City Secretary's Office at 4:00 P.M. on Tuesday, June 30, 2020, and publicly opened, read, and taken under advisement on Wednesday, July 1, 2020, at 10:00 A.M. as follows:

Contractor (s)	Base Bid
Leyendecker Construction of Texas, Inc. Laredo, Texas	\$7,557,000.00
Summit Building & Design Laredo, Texas	\$8,800,351.00

SBS Construction Boerne, Texas	\$8,609,900.00
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The bid and bid bonds for Leyendecker Construction of Texas, Inc., were checked and found to be in order. Staff therefore concurs with the consultant and recommends to award in the base bid amount of \$7,557,000.00 to Leyendecker Construction of Texas, Inc.

Construction contract time is five hundred fifty (550) calendar days after notice to proceed is issued. Completion date for the project is scheduled for January 2022.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Sports & Community Venue
Account #: 256-7945-555-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Sports and Community Venue Fund, account number 256-7945-555-9301.

Attachments

Recommendation letter



Mr. Ramon E. Chavez, PE
City Engineer
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78040

July 21, 2020

Re: "City of Laredo Tennis Complex at TAMIU"

Dear Mr. Chavez,

On June 30, 2020, sealed bids were due for the above mentioned project at Laredo City Hall . On July 1, 2020, a sealed bid opening was held remotely at City Hall and publicly on WebEx with the City of Laredo's City Secretary's Office to select a general contractor for the City of Laredo Tennis Complex at TAMIU. We received three bid packages from Summit Building and Design, SBS Construction, Inc. and Leyendecker Construction of Texas, Inc. The bid was publicly opened and read. The lowest base bid was submitted by Leyendecker Construction of Texas, Inc. for seven million, five hundred and fifty seven thousand dollars and zero cents (\$ 7,557,000.00).

Based on our evaluation of Leyendecker Construction of Texas, Inc., we recommend accepting their base bid for the City of Laredo Tennis Complex at TAMIU. Before a "Notice to Proceed" is issued, please verify that the Contractors performance and payment bonds and City of Laredo insurance requirements are in place.

Please call us if you have any questions regarding this project.

Sincerely,

A handwritten signature in blue ink that reads 'FRANK ROTNOFSKY'. The signature is written in a cursive, somewhat stylized font.

Frank M. Rotnofsky, AIA
Frank Architects Inc.

cc. Mr. Robert Eads, Laredo City Manger
Mr. Juan J. Gomez, Director, City of Laredo Parks and Recreation



BID DATE 30-Jul-20
 BID OPENING 1-Jul-20
 JOB CITY OF LAREDO TENNIS COMPLEX AT TANAU

Bid Tabulation Form

				BASE BID											ALTERNATES											TOTAL WITH ACCEPTED ALTERNATES	Ranking		
CONTRACTOR	SBS Construction	ADDERUM (Y/N)	RE P BOND (Y/N)	1: SITEWORK	2: LANDSCAPE & SIDEWALKS	3A: TENNIS COURTS (COLLEGIATE)	3B: TENNIS COURTS (RECREATIONAL)	4: BUILDING	ALLOWANCES	TOTAL	ALT 1	ALT 2	ALT 3	ALT 4	ALT 5	ALT 6	ALT 7	ALT 8	ALT 9	ALT 10	ALT 11	ALT 12	ALT 13	ALT 14	ALT 15	ALT 16			
CONTRACTOR	Summi Construction	YES	YES	\$1,893,123.00	\$576,225.00	\$503,305.00	\$942,283.00	\$4,702,815.00	\$32,500.00	\$8,800,351.00	(\$87,897.00)	(\$11,098.00)	(\$37,131.00)	DELETED	DELETED	(\$32,293.00)	(\$208,857.00)	(\$32,114.00)	(\$4,239.00)	(\$2,821.00)	(\$24,198.00)	(\$24,198.00)	(\$10,298.00)	(\$18,565.00)	(\$94,444.00)	(\$12,559.00)	\$8,800,351.00	NO ALT. ACCEPTED	
CONTRACTOR	Laymbecker Construction	REMARKS									(\$60,000.00)	(\$30,000.00)	(\$17,000.00)	DELETED	DELETED	(\$37,200.00)	(\$166,300.00)	(\$50,000.00)	(\$4,500.00)	(\$6,000.00)	(\$30,000.00)	(\$15,000.00)	(\$9,400.00)	(\$24,000.00)	(\$28,100.00)	(\$14,000.00)	\$7,587,000.00	NO ALT. ACCEPTED	LOWEST BIDDER

		UNIT COSTS										
CONTRACTOR	SBS Construction	1: SANITARY SEWER	2: DOMESTIC WATER	3: STORM DRAINAGE	4: 06 ELECTRIC	5: WROUGHT IRON	6: CHAIN LINK	7: SOLID SOD	8: HYDRO MULCH	9: CONC. SIDEWALKS	10: GREY/ROCK	11: BLACK MULCH
CONTRACTOR	Summi Construction	\$50.49	\$39.27	\$99.76	\$37.03	\$39.27	\$21.32	\$1.12	\$0.06	\$17.95	\$11.22	\$5.61
CONTRACTOR	Laymbecker Construction	\$30.20	\$13.25	\$40.30	\$10.60	\$92.00	\$20.00	\$0.60	\$0.12	\$3.75	\$0.90	\$0.70

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: John Porter, Environmental Services Director

Staff Source: John Porter, Environmental Services Director

SUBJECT

Consideration and authorizing the City Manager to execute Amendment #3 for additional Engineering Services contract with Lockwood, Andrews & Newnam, Inc., Houston, Texas in the amount of \$88,000.00. The total contract amount with this amendment is \$357,285.00 for Flores Avenue Drainage and Utility Improvements - Phase II. Amendment #3 provides for additional construction coordination meetings with contractor, preparation of modifications for utility conflicts, additional submittal review and responses, as well as preparation and submittal of as-built drawings when the construction is complete. Funding is available in the Environmental 2016 CO Bond and Water Fund 2015 Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NA

PREVIOUS COUNCIL ACTION

A contract in the amount of \$153,825.00 awarded to LAN by City Council on 05/01/2017, amendment #2 in the amount of \$149,468.00 was approved by Council on 5/7/2018.

BACKGROUND

The Flores Avenue Drainage and Utilities Improvements – Phase II is a continuation of the Phase I improvements which is currently in place. The phase II project includes the five blocks along Flores Avenue from Hidalgo Street to Victoria Street in the City's Central Business District. Construction is currently underway to replace water, wastewater, and storm water infrastructure. Due to the age of the infrastructure in the downtown area there are unknowns about location of AEP, AT&T, Centerpoint, and Spectrum services. This amendment will provide for updated designs and conflict resolutions to these other utilities.

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

Approval of the Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Environmental CO 2016,
Account #: 249-9871-545.9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

249-9871-545-9301 \$73,040.00

557-4197-538-0359 \$14,960.00

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Water Fund Revenue Bond
Account #: 557-4197-538-0359
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

FloresPhasell

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

Agenda Item: Motion #

COUNTY OF WEBB

CITY OF LAREDO

Contract for Professional Engineering Services for the Flores Avenue Drainage and Utility Improvements – Phase II (Amendment #2)

PROJECT NAME:

This Contract made and entered into in Laredo, Webb County, Texas, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed "CITY", and

**Lockwood, Andrews & Newnam, Inc.
8911 N. Capital of Texas Highway
Building 2, Ste. 2300
Austin, Texas 78759**

hereinafter termed "CONSULTANT," a professional engineering firm duly licensed and practicing under the laws of the State of Texas, said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for professional services hereinafter set forth in connection with the above designated project for the City of Laredo.

- I.** The CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

The CONSULTANT, in consideration for the compensation herein provided, shall render the professional services contract necessary for the development of the Project to final completion, per **Attachment "B"** Production Schedule including designs, reports, and special and general conditions or instructions, as acceptable to the CITY, or its duly authorized representative, subject to all other provisions of this Contract.

The CONSULTANT shall be represented by a registered professional engineer licensed to practice in the State of Texas at any review meetings where specifically requested by the CITY, which may include but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All Plans submitted for review shall bear the seal of a registered professional engineer, as required.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in **Attachment "A," Scope of Services**. The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the CITY's desires and objectives for this project.

III. Personnel:

The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the CITY.

IV. Period of Performance:

Contract time is to be on a fast track basis.

If upon review of the work, corrections, modifications and/or alterations are required of the CONSULTANT, these items shall be completed by the CONSULTANT before the work is approved. However, the CITY shall authorize extensions of the time should there be delays due to reasons beyond the control of the CONSULTANT. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the CITY will not be charged against CONSULTANT's contract time.

In the performance of the various phases of this contract the CONSULTANT shall contact the various utility coordinators for request of the most current available utility records; and the CITY and other governmental entities for particular or peculiar problems which may arise.

The CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the CONSULTANT's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by CONSULTANT should be significantly extended under this provision, CONSULTANT may give written notice thereof to the CITY stating the reason for such extension and the actual or estimated time thereof.

This contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as out-lined in this Contract, a fee computed on the basis of an hourly billing rate for all of the CONSULTANT's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in **Exhibit B**. Reimbursable expenses shall include costs for reasonable travel expenses, , telephone, reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project.

An amount of Eighty Eight Thousand Dollars (\$88,000.00) will not be exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses. **See Attachment "B" for compensation.**

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and expenses evidenced by invoices for work performed during the preceding four week accounting period will be

submitted to the CITY during the course of the project.

Compensation for additional services which may be required of the Consultant shall be paid as a lump sum amount agreed to through re-negotiation if the Scope of Services described in the original contract is changed.

Once a month, the CONSULTANT shall submit to the CITY a Partial Request for Payment filled out and signed by the CONSULTANT covering the work completed as of the date of the Partial Request for Payment, and accompanied by such supporting documentation as is required by the Contract documents. The Partial Request for payment shall not exceed 90% of the total amount certified for payment. CITY shall retain 10% of the amount of each partial payment until final completion of each phase of work covered under his contract. Therefore, final payment shall be 10% of the total construction phase amount, or \$3,000 whichever is greater, and which payment is to be made by the CITY to the CONSULTANT upon submission of all completion of project documentation, and one set of "As-Built" reproducibles, acceptance of the Project and Form Letter for Engineering Completion Report.

VI. Additional Services:

All work performed by CONSULTANT, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:

- a. Travel and subsistence to points other than CONSULTANT's or CITY offices and project site.
- b. Copies of final reports, studies, drawings and other data in excess of sets required in Basic services.
- c. Other services not otherwise included in this contract or not customarily furnished in accordance with generally accepted engineering practices.

The parties agree that CONSULTANT shall not perform any work outside the Scope of Services until CONSULTANT receives written authorization from CITY.

VII. Termination and/or Suspension of Work:

A. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice, provided the other party has not cured the substantial failure to perform.

Professional Services Contract Page 3 of 9

B. Right of CITY to Terminate:

The City of Laredo reserves the right to terminate this Contract for reasons other than substantial failure by the CONSULTANT to perform by issuing a signed, written notice of termination (citing this

paragraph) which shall take effect on the twentieth day following receipt of said notice or, after receipt of said notice and upon the scheduled completion date of the performance phase in which the CONSULTANT is then currently working, whichever effective termination date occurs first.

C. Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate:

The City of Laredo reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the CONSULTANT. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended. Equitable adjustments to the terms of the contract will be addressed in the event the duration of the suspension exceeds ninety (90) days.

The CONSULTANT is hereby given the right to terminate this Agreement in the event that the City suspends this Contract. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the CITY at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the CITY.

D. Procedures CONSULTANT to follow upon receipt of Notice of Termination if issued by the CITY:

Upon receipt of a notice of termination and prior to the effective date of the termination, the CONSULTANT shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed design and plans prepared under this Contract prior to the effective date of termination shall be delivered to the CITY as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII above.

Upon the above conditions having been met, the CITY shall pay within thirty (30) days of the receipt of the CONSULTANT's invoice that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect

monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

E. Procedures CONSULTANT to follow upon receipt of Notice of Suspension if issued by the CITY:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contract insofar as such orders and contracts are chargeable to this Contract.

CONSULTANT shall prepare a statement showing in detail the services performed under this Contract prior to the effective date of suspension.

Copies of all completed or partially completed designs, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to the CITY but shall be retained by the CONSULTANT until such time as CONSULTANT may exercise the right to terminate.

During the period of suspension, CONSULTANT shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

2. In the event that CONSULTANT exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by the CITY of CONSULTANT's notice of termination CONSULTANT shall submit (if it has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.

Additionally, the above referenced copies of documents shall be delivered to the CITY as a pre-condition to final payment.

Upon the above condition being met, the CITY shall promptly pay the CONSULTANT that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

VIII. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims and

workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VII above.

IX. Changes in Scope of Services:

The CITY, may, from time to time, request changes in the approved plans and Scope of Services to be performed by the CONSULTANT hereunder and if such changes are agreed to by the CONSULTANT, they shall be included as written amendments to this contract.

X. Subletting or Assigning of Contract:

The "CITY" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "CITY", the "CONSULTANT", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "CITY" agrees to pay the "CONSULTANT" for specified services as stated in the agreed contract.

The "CITY" does not agree to pay any additional party either jointly or separately for the contract.

XI. CONSULTANT's Responsibility & Liability:

Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of its designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or in behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the CONSULTANT.

The CONSULTANT further agrees to perform any re-designs, required as a result of the CONSULTANT's development of the designs, plans, specifications, or documents which are a result of CONSULTANT's negligence. Such designs shall not be considered an additional service.

Professional Services Contract Page 6 of 9

Re-designs required or occasioned after completion and acceptance by CITY of the Design Phase, for the convenience of the CITY shall be paid for as provided and prescribed hereinafter under Additional Services of the CONSULTANT.

XII. Indemnification:

CONSULTANT shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of CONSULTANT, its officers, agents, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract. The CONSULTANT will at own cost and expense defend and protect the CITY against any and all such claims and demands. The CONSULTANT's liability to the CITY under this provision shall in no event exceed the amount of the total compensation received by the CONSULTANT for services hereunder.

XIII. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XIV. Interest of CONSULTANT:

The CONSULTANT agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XV. Owner of Documents:

All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the CONSULTANT as instruments of service. However, it is to be understood that the CITY shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by CONSULTANT will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

XVI. Equal Employment Opportunity/Minority Business Enterprise:

The CONSULTANT agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national, origin, sex, age, handicap, or political belief or affiliation. Specifically, the CONSULTANT agrees to abide by all applicable provisions of the Non-discrimination Clause as

Professional Services Contract Page 7 of 9

contained in the City of Laredo's current Affirmation Action Plan on file in the City Secretary's Office. In the event non-compliance occurs, the CONSULTANT, upon written notifications by the CITY will commence compliance procedures within thirty (30) days.

XVII. Political Interests in this Contract:

No employee of the CITY shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XVIII. CONSULTANT will perform services under this Agreement with the degree of skill and care ordinarily provided by competent engineers or consultants practicing in the same or similar locality under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer or consultant. . No other representations to CITY express or implied, and no warranties or guarantees are included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY. CONSULTANT shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and programs of the Construction Contractor(s), including construction site safety, all of which shall remain the sole responsibility of the Construction Contractor(s).

XIX. CONSULTANT will review information provided by the construction contractor that is incorporated in record drawings or other record documents. CONSULTANT or authorized representative will verify with the contractor the information presented in field mark-ups for accuracy, completeness and compliance with CONSULTANT designed plans and specifications before producing final as built information.

XX. CONSULTANT opinion of probable project costs represents the CONSULTANT's best judgment as an entity familiar with the construction industry. CONSULTANT does not warrant or represent that bids or negotiated prices will not vary from CONSULTANT's opinion of probable project costs.

XXI. CITY grants to CONSULTANT, and, if the project site is not owned by CITY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. CITY recognizes that the use of investigative equipment and practices may unavoidable alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

XXII. Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willfull misconduct, negligent act or omission, or other wrongful act of either of them.

Professional Services Contract Page 8 of 9

XXIII. Force Majeure

The CITY agrees that the CONSULTANT is not responsible for damages arising from any circumstances beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by the CITY or the CITYs other Consultants, it's Contractor or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

XXIV. Entire Contract:

This Contract represents the entire and integrated Contract between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instrument signed by both the CITY and CONSULTANT.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said CITY, and the corporate seal of said CITY to be hereunto affixed and this instrument to be attested by the City Secretary, and this CONSULTANT, acting by the hand of (Typed Name)

Thereunto authorized (Title)
does now sign, executed and deliver this document.

DONE AT LAREDO, TEXAS, on this _____ day of _____ 2020.

ATTEST:

CONSULTANT

Authorized Signature

Travis Michel, PE
Infrastructure Manager – Central Texas
Lockwood, Andrews & Newnam, Inc.

ATTEST:

CITY OF LAREDO

Jose Valdez, Jr., City Secretary

Robert A. Eads, City Manager

Date: _____

Date: _____

Funding is available as follows: 249-9871-545-9564 and 557-4197-538-0359

ATTACHMENT A
SCOPE OF SERVICES

- A. Lockwood, Andrews and Newnam, Inc. (LAN) proposes to modify its Construction Phase Services (CPS) by providing the following services.
1. Participate in a pre-construction meeting with the City and Contractor.
 2. Participate in periodic progress meetings (assumes 1 meeting per month for 10 months) and occasional coordination meetings, when necessary, to discuss critical construction activities and discuss solutions to unforeseen conflicts.
 3. Review and respond to material and product submittals, and maintain a Submittal log throughout construction (assumes up to 40 submittals, which includes reviews of resubmittals, as well as reviews of alternate products/materials).
 4. When necessary, assist City's Inspector with reviewing and interpreting field and laboratory material testing reports related to critical elements of the work and contractor deficiencies.
 5. Provide interpretations, clarifications and prepare proposed modifications due to unforeseen and differing conditions. Based on the construction issues involved in construction of the Flores Avenue Phase I project, we anticipate a number of unexpected conflicts could arise, which may include unmarked utilities or structures, unknown water or wastewater service connections, or building basements which may extend under the right-of-way.
 6. Assist with utility conflict management and resolution (including conflicts with unforeseen basements and other structures). LAN will coordinate with the City, utility owners, contractor and other stakeholders to determine the extent of utility conflicts, evaluate and identify different resolution options from relocating the private utilities to modifying the design of the Flores Avenue project that result in the least cost and schedule impacts. LAN will coordinate with private utility owners, the City and other agencies to obtain any necessary approvals, agreements, permits, etc.
 7. Perform periodic site visits (up to 10 visits) for the following:
 - a) Observe the general progress and quality of work to determine, in general, if the work is being done in accordance with the contract documents. Includes preparation of a basic site observation report.
 - b) Observe and help resolve issues due to unforeseen and differing conditions and contractor deficiencies.
 - c) Participate in substantial and final completion inspections and provide punch list of incomplete and deficient work that requires correction.
 8. Review, evaluate, and recommend for City consideration Contractor proposed substitutions and Value Engineering proposals (assume maximum of 2). Substitutions may include changes in

phasing or traffic control, or proposed changes to utility tie-in connections, adjustments to curb ramps or storm drain inlet locations.

9. Evaluate contractor proposed design modifications to address contractor deficiencies and proposed deviations (assume maximum of 2).
10. Review Contractor-provided construction "as-built" drawings and update CAD drawings and deliver Record Drawings to City. Record Drawings shall incorporate any changes made during construction.

B. The following items are excluded from the proposed additional CPS services.

1. Construction administration, construction management, testing and inspection services.
2. Conduct meetings (ex., pre-con, periodic progress, coordination, etc.), including preparing meeting agendas and meeting minutes.
3. Participating in public outreach efforts (ex., public meetings, updating City websites with project information, status, etc.).
4. Preparing, processing or evaluating contractor's periodic pay applications.
5. Perform tests or inspections at project site, fabrication yards, etc., including testing, start-up, and commissioning of any systems.
6. Preparing, consolidating and maintaining punch lists for partial substantial inspections, substantial completion inspection and final completion inspections.
7. Perform TAS/ADA inspections, prepare and submit TDLR related paperwork, or coordinate with a Registered Accessibility Specialist (RAS).
8. Participate in any warranty, operation or maintenance issues after final completion.

**ATTACHMENT B
 FEE PROPOSAL**

The initial contract amount executed on July 3, 2017 includes a total fee of \$153,825.00. The previous executed Amendment No 1 and No. 2 added \$149,468.00 fee for a total current authorized fee of \$303,293.00.

The proposed Addendum No. 3 for additional CPS services and expenses, includes an additional not-to-exceed fee of \$88,000 which is summarized in Table A below. Labor rates shown are assumed to be an average rate. This amount will be invoiced on a time and materials basis. Should the number of conflicts and issues to resolve be minimal, the full costs of this proposal are not anticipated to be exhausted.

Budget Breakdown:

TABLE A									
Item	Description	Total Hours	PM \$240.00	Engineer \$180.00	EIT \$130.00	Designer \$100.00	Drafter \$90.00	Admin \$80.00	Total Cost
Additional Construction Phase Services (CPS)									
SUBTOTAL		540	68	204	196	0	72	0	\$ 85,000.00
1	Attend Meetings (pre-con, progress & coordination), including performing project site observations and preparing site observation report (assumes 11 meetings)	80	40	40					\$ 16,800.00
2	Additional Submittal review and response efforts (assumes avg. 10/month @ 4 months)	84	4	60	20				\$ 14,360.00
3	Review/interpret field and lab test reports	8		8					\$ 1,440.00
4	Prepare modifications due to unforeseen/differing conditions	84	4	16	48		16		\$ 11,520.00
5	Utility conflict assessment and resolution	236	16	60	120		40		\$ 33,840.00
6	Evaluate contractor VE and substitution proposals	10	2	8					\$ 1,920.00
7	Evaluate contractor deficiencies/deviations	10	2	8					\$ 1,920.00
8	Prepare and submit Record Drawings	28		4	8		16		\$ 3,200.00
Additional CPS Services Subtotal									\$ 85,000.00
Reimbursable Expenses									\$ 3,000.00
Total Not to Exceed Amount									\$ 88,000.00

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: John Porter, Environmental Services Director

Staff Source: John Porter, Environmental Services Director

SUBJECT

Authorizing the City Manager to execute an Engineering Services contract in the amount of \$506,873.00 with Gilpin Engineering Company, Laredo, Texas, for survey, design and specifications, cost estimates, bidding and construction services of improvements to Manadas Creek and detention pond(s). These improvements include a pilot channel, check-dams, and maintenance trails, and hydrologic and hydraulic studies along Manadas Creek as well as \$150,000.00 (included in the \$506,873.00) for submittal of CLOMR and LOMR studies and applications FEMA as a contingency allowance. Funding is available in the 2019 Environmental CO Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NA

PREVIOUS COUNCIL ACTION

Council selected Gilpin Engineering for this project on January 21, 2020.

BACKGROUND

Manadas Creek, with a total drainage area of 10,122 acres, is one of the major watersheds within the City of Laredo, Texas. Approximately 65% of the watershed is developed. City of Laredo's wastewater effluent from the North Laredo plant is also discharged through the Manadas creek to convey to the Rio Grande. There were two large storm water detention ponds built within the upper part of the watershed. North central park is located within the upper part of the watershed. The park is about 100 acres, and includes hike/bike trails, active recreation facilities, trailhead facility, parking and a swimming pool complex. The park is a prime example of sustainable development which accentuates green spaces, preserves the creek's natural course, and minimizes impact on wildlife and wetlands, while providing the most cost effective flood mitigation and much needed outdoor recreational opportunities for the citizens of Laredo.

The scope of services for the project consists of the following elements.

1. Survey, design, cost estimates, and preparation of plans and specifications and bid documents for concrete pilot channel from the North detention pond behind

Best Buy to the spillway at the South detention pond, check-dams for water features, design improvements downstream from the spillway, and a maintenance trail and concrete pilot channel along the channel adjacent to McPherson Road.

2. Conduct a Hydrologic and Hydraulic study to ensure that improvements will not have any adverse effects on flooding and or drainage.
3. Consult with U.S. Army Corps of Engineers on any required permits, and secure said permits if needed.

Provide construction oversight to completion of the project.

An additional \$150,000.00 contingency allowance has been included in the contract. This allowance will be used towards studies and applications to FEMA for CLOMR and LOMRs if the City chooses to submit to FEMA.

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

Recommend passage of this Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: 2019 C.O.
Account #: 249-9874-545-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in Environmental 2019 C.O. in account 249-9874-545-9301.

Attachments

Manadas

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF WEBB

CITY OF LAREDO

Contract to Provide Professional Engineering & Surveying Services

PROJECT NAME: *Manadas Creek Detention Pond and Channel Improvements*

This Contract made and entered into in Laredo, Webb County, Texas, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed "CITY", and

Gilpin Engineering Company
11204 McPherson Rd #109
Laredo, TX 78045

hereinafter termed "CONSULTANT," a professional firm duly licensed and practicing under the laws of the State of Texas, said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for professional services hereinafter set forth in connection with the above designated project for the City of Laredo.

- I.** The CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

The CONSULTANT, in consideration for the compensation herein provided, shall render the professional services contract necessary for the development of the Project to final completion, per **Exhibit "B"** Production Schedule including designs, reports, and special and general conditions or instructions, as acceptable to the CITY, or its duly authorized representative, subject to all other provisions of this Contract.

The CONSULTANT shall be represented by a registered professional licensed to practice in the State of Texas at any review meetings where specifically requested by the CITY, which may include but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All Plans submitted for review shall bear the seal of a registered professional, as required.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in **Exhibit "A," Scope of Services**. The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the CITY's desires and objectives for this project.

III. Personnel:

The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the CITY.

IV. Period of Performance:

Contract time is to be on a fast track basis.

If upon review of the work, corrections, modifications and/or alterations are required of the CONSULTANT, these items shall be completed by the CONSULTANT before the work is approved. However, the CITY shall authorize extensions of the time should there be delays due to reasons beyond the control of the CONSULTANT. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the CITY will not be charged against CONSULTANT's contract time.

In the performance of the various phases of this contract the CONSULTANT shall contact the various utility coordinators for request of the most current available utility records; and the CITY and other governmental entities for particular or peculiar problems which may arise.

The CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the CONSULTANT's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by CONSULTANT should be significantly extended under this provision, CONSULTANT may give written notice thereof to the CITY stating the reason for such extension and the actual or estimated time thereof.

This contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

The CONSULTANT shall furnish upon completion of the work herein described in the "Scope of Services" four (4) sets and ten (10) CD's of the plans and specifications of the project for distribution by the City of Laredo.

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as out-lined in this Contract, a fee computed on the basis of an hourly billing rate for all of the CONSULTANT's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in **Exhibit C** Reimbursable expenses shall include costs for travel, public meetings, reproduction of reports and exhibits, and miscellaneous expenses directly related to the project.

An amount of Five hundred and six thousand, eight hundred seventy three dollars (\$506,873.00) will not be exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses. **See Exhibit "B" for compensation.**

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and expense evidenced by invoices for work performed during the preceding four week accounting period will be submitted to the CITY during the course of the project.

Compensation for additional services which may be required of the Consultant shall be paid as a lump sum amount agreed to through re-negotiation if the Scope of Services described in the original contract is changed.

Once a month or less frequently, the CONSULTANT shall submit to the CITY a Partial Request for Payment filled out and signed by the CONSULTANT covering the work completed as of the date of the Partial Request for Payment and accompanied by such supporting documentation as is required by the Contract documents. The final payment shall be for the Completion Phase, which payment is to be made by the CITY, to the CONSULTANT, upon submission of all project completion documentation. Project completion documentation shall consist of an Engineering Completion Report, one electronic copy and one reproducible hard copy of "As-Built" Plans, and all working electronic files for the project.

VI. Additional Services:

All work performed by CONSULTANT, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:

- a. Travel and subsistence to points other than CONSULTANT's or CITY offices and project site.
- b. Copies of final reports, studies, drawings and other data in excess of sets required in Basic services.
- c. Other services not otherwise included in this contract or not customarily furnished in accordance with generally accepted engineering practice.

THE CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL IT HAS RECEIVED WRITTEN AUTHORIZATION FROM THE CITY.

VII. Termination and/or Suspension of Work:

- A. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice, provided the other party has not cured the substantial failure to perform.

B. Right of CITY to Terminate:

The City of Laredo reserves the right to terminate this Contract for reasons other than substantial failure by the CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice or, after receipt of said notice and upon the scheduled completion date of the performance phase in which the CONSULTANT is then currently working, whichever effective termination date occurs first.

C. Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate:

The City of Laredo reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the CONSULTANT. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended. Equitable adjustments to the terms of the contract will be addressed in the event the duration of the suspension exceeds ninety (90) days.

The CONSULTANT is hereby given the right to terminate this Agreement in the event that the City suspends this Contract. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the CITY at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the CITY.

D. Procedures CONSULTANT to follow upon receipt of Notice of Termination if issued by the CITY:

Upon receipt of a notice of termination and prior to the effective date of the termination, the CONSULTANT shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed design and plans prepared under this Contract prior to the effective date of termination shall be delivered to the CITY as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII above.

Upon the above conditions having been met, the CITY shall pay within thirty (30) days of the receipt of the CONSULTANT's invoice that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

E. Procedures CONSULTANT to follow upon receipt of Notice of Suspension if issued by the CITY:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contract insofar as such orders and contracts are chargeable to this Contract.

CONSULTANT shall prepare a statement showing in detail the services performed under this Contract prior to the effective date of suspension.

Copies of all completed or partially completed designs, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to the CITY but shall be retained by the CONSULTANT until such time as CONSULTANT may exercise the right to terminate.

During the period of suspension, CONSULTANT shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

2. In the event that CONSULTANT exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by the CITY of CONSULTANT's notice of termination CONSULTANT shall submit (if it has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.

Additionally, the above referenced copies of documents shall be delivered to the CITY as a pre-condition to final payment.

Upon the above condition being met, the CITY shall promptly pay the CONSULTANT that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

VIII. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VII above.

IX. Changes in Scope of Services:

The CITY, may, from time to time, request changes in the approved plans and Scope of Services to be performed by the CONSULTANT hereunder and if such changes are agreed to by the CONSULTANT, they shall be included as written amendments to this contract.

X. Subletting or Assigning of Contract:

The "CITY" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "CITY", the "CONSULTANT", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "CITY" agrees to pay the "CONSULTANT" for specified services as stated in the agreed contract.

The "CITY" does not agree to pay any additional party either jointly or separately for the contract.

XI. CONSULTANT's Responsibility & Liability:

Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of its designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or in behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the CONSULTANT.

The CONSULTANT further agrees to perform any re-designs, required as a result of the CONSULTANT's development of the designs, plans, specifications, or documents which are a result of CONSULTANT's negligence.

Re-designs required or occasioned after completion and acceptance by CITY of the Design Phase, for the convenience of the CITY shall be paid for as provided and prescribed hereinafter under Additional Services of the CONSULTANT.

XII. Indemnification:

CONSULTANT shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of CONSULTANT, its officers, agents, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract. The CONSULTANT will at own cost and expense defend and protect the CITY against any and all such claims and demands. The CONSULTANT's liability to the CITY under this provision shall in no event exceed the amount of the total compensation received by the CONSULTANT for services hereunder.

XIII. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XIV. Interest of CONSULTANT:

The CONSULTANT agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XV. Owner of Documents:

All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the CONSULTANT as instruments of service. However, it is to be understood that the CITY shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by CONSULTANT will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

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contained in the City of Laredo's current Affirmation Action Plan on file in the City Secretary's Office. In the event non-compliance occurs, the CONSULTANT, upon written notifications by the CITY will commence compliance procedures within thirty (30) days.

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XVIII. CONSULTANT represents that the services under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional CONSULTANT under similar circumstances at the time the services are performed. No other representations to CITY express or implied, and no warranties or guarantees are included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY. CONSULTANT shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and programs of the Construction Contractor(s), including construction site safety, all of which shall remain the sole responsibility of the Construction Contractor(s).

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XXI. CITY grants to CONSULTANT, and, if the project site is not owned by CITY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. CITY recognizes that the use of investigative equipment and practices may unavoidable alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

XXII. Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willfull misconduct, negligent act or omission, or other wrongful act of either of them.

XXIII. Entire Contract:

This Contract represents the entire and integrated Contract between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instrument signed by both the CITY and CONSULTANT.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said CITY, and the corporate seal of said CITY to be hereunto affixed and this instrument to be attested by the City Secretary, and this CONSULTANT, acting by the hand of (Typed Name)

Thereunto authorized (Title)
does now sign, executed and deliver this document.

DONE AT LAREDO, TEXAS, on this _____ day of _____ 2020.

ATTEST:

CONSULTANT

Authorized Signature

Robert J. Gilpin, Principal Engineer

GILPIN ENGINEERING COMPANY

ATTEST:

CITY OF LAREDO

City Secretary

Robert A. Eads
City Manager

Date: _____

Date: _____

Funding is available as follows: Environmental 2019 CO.

Project:***Manadas Creek Detention Pond and Channel Improvements*****A. Preliminary Engineering Study Phase:**

During this phase of the project, the Consultant shall:

- a. Attend a project kickoff meeting to discuss the project goals, schedule, and project objectives. The consultant shall also introduce key team members to City Staff.
- b. Prepare and submit a Preliminary Engineering Report (PER) summarizing approach, including estimates of probable construction costs, as well as related engineering costs. Prior to finalizing the PER, the consultant shall prepare a draft of the report for the City to review. In addition, the consultant shall present results of the PER in a workshop with City Staff to receive concurrence that proposed improvements are acceptable to the City. The PER shall address proposed improvements from Loop 20 to McPherson Road as well as H&H Study and proposed detailed FEMA mapping revisions of Manadas main channel, from Loop 20 to IH 35. It is anticipated that the major areas of PER shall include the following:
 - i. Evaluate topography and other appropriate features in order to provide site specific recommendations.
 - ii. Identify site specific hydrologic and hydraulic constraints.
 - iii. Determine pilot channel locations to be considered in design process.
 - iv. Determine water feature locations to be considered in design process.
 - v. Determine parking area to be considered in design process.
 - vi. Determine path routes to be considered in design process.
 - vii. Determine amphitheatre site to be considered in design process.
 - viii. Determine areas to be planned for future wetlands.
 - ix. Provide updated master plan reflecting existing, proposed and future improvements.
 - x. Provide preliminary opinion of probable construction cost of proposed improvements.
- c. Once the consultant has received review comments to the draft PER, the consultant shall address the City's comments and provide the final PER to the City.

B. Acquisition Phase:

During this phase of the project, the Consultant shall:

- a. Provide boundary survey and related legal descriptions for one parcel owned by Joe Media, located east of Pollo Palenque and adjacent to the Manadas Channel, to be conveyed to City or dedicated as a public access and drainage right-of-way or easement.
- b. Identify if above mentioned tract needs to be re-platted and confirm with City Planning Department.

ATTACHMENT "A"
SCOPE OF SERVICES - Page 2 of 4

C. Design Phase:

During this phase of the project, the Consultant shall:

- a. Design and prepare Plans for Proposed Pilot Channels, Water Features, Walking/Biking Paths, Parking Lot and Amphitheatre Site Work.
- b. Meet with the City at the following milestones to discuss the progress of the Contract Documents: 50 percent complete, 70 percent complete, and 90 percent complete. At the 70 percent and 90 percent milestones, the Consultant shall provide the City five (5 EA) half-sized plan sets for review. The City will provide written comments to the Consultant to incorporate into the subsequent design milestones. At each milestone, the Consultant shall provide an opinion of probable construction cost for the City's review.
- c. Upon completion of the Plans, the Consultant shall provide Plans to the City for the City to utilize in soliciting Bids. The City will be responsible for advertising the project.

D. FEMA Submittal Phase:

During this phase of the project, the Consultant shall:

- a. Complete and submit administratively and technically complete submittals to FEMA for Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) reflecting proposed conditions along route to be studied .
- b. If possible, CLOMR/LOMR shall address proposed improvements to alter Floodplain and Floodway to be within City Property, City Right-of-Way and/or City Drainage Easements.
- c. Provide all necessary support and coordination with FEMA to cause FEMA for CLOMR/ LOMR within limits of project.
- d. Attend two public meetings. Public meeting requirements for a contested permit shall be considered additional services.

ATTACHMENT "A"
SCOPE OF SERVICES - Page 3 of 4

E. Bid Phase:

During this phase of the project, the Consultant shall:

- a. Attend a pre-bid conference in Laredo.
- b. Answer any bidder questions that may arise about plans and, as required, issue and distribute addenda.
- c. Attend the bid opening.
- d. Review the bids received and make recommendation for award to the successful contractor, by the City.

F. Construction Phase:

During this phase of the project, the Consultant shall:

- a. Attend a pre-construction meeting with the City and Contractor.
- b. Approve shop drawings submitted by the Contractor.
- c. Attend monthly progress meetings to discuss and review construction activities and assist with construction coordination.
- d. Provide Construction Staking.
- e. Review and approve the Contractor's monthly pay application.
- f. Assist City in negotiating any Change Orders and recommend approval, if warranted, to the City.
- g. Attend a final inspection meeting and recommend contract closeout to the City.

G. Completion Phase:

During this phase of the project the Consultant shall:

- a. Provide Completion Engineering Report to the City of Laredo.
- b. Provide one set of signed and sealed "As-Built" plans on mylar to the City of Laredo.
- c. Provide .pdf file of signed and sealed "As-Built" plans to the City of Laredo.
- d. Provide the City copies of all working electronic files for project.

ATTACHMENT "A"
SCOPE OF SERVICES - Page 4 of 4

H. Additional Services:

a.	Existing Site Conditions Survey	INCLUDED
b.	Boundary Survey	INCLUDED
c.	Access and Utility Easement	INCLUDED
d.	Construction Staking of Plant Site	INCLUDED
e.	FEMA Conditional Letter of Map Revision	INCLUDED
f.	FEMA Letter of Map Revision	INCLUDED
g.	Army Corps of Engineers 404 Permit	TO BE DETERMINED
h.	Environmental Studies	TO BE DETERMINED
i.	Historical and Archeological Assessment	TO BE DETERMINED
j.	Historical and Archeological Investigation (Excavation)	TO BE DETERMINED
k.	Contested Permit Services	TO BE DETERMINED
l.	Geotechnical Investigation	TO BE DETERMINED
m.	Construction Materials Testing	TO BE DETERMINED
n.	Platting Services	TO BE DETERMINED
o.	Re-Staking Damaged Construction Staking	TO BE DETERMINED
p.	Testimony on Behalf of the City in any Litigation	TO BE DETERMINED

Note: Additional services include, but are not limited to, the items listed above.

To support the Consultant's efforts in this project, the City agrees to provide the following services:

- a. Assist in the coordination of City personnel.
- b. Provide timely advice and guidance regarding City policies and technical preferences.
- c. Furnish all maps, files, drawings, previous reports, records of construction, operation and maintenance data, topographic information, soil reports, discharge permits, pertinent correspondence, and any other information necessary to prosecute the work described herein.
- d. Assist and make provisions to enter public and private lands and property as required to collect necessary data and information.
- e. Provide project manager to be the primary client contact for services to be provided by the City.
- f. Provide timely responses to requests for information by Consultant.
- g. Provide timely comments and review of information provided in this project.
- h. The City agrees to accomplish all elements of acquisition except for boundary survey and legal description of a site to be utilized for herein project.
- i. The City agrees to pay for all fees associated with herein project required by the City or other agencies as part of the approval process necessary to complete the project.
- j. The City agrees to assist in completing this project in accordance with the proposed schedule.
- k. The City agrees to assistance with obtaining the Effective Models from FEMA for the existing floodplains.
- l. The City Floodplain Administrator, a Certified Floodplain Manager, shall provide a "No Opposition" statement after review and coordination of the models and improvements with the Consultant.
- m. Appropriate City officials and/or representatives shall review the proposed models and improvements and reasonably provide their concurrence that all Local City Ordinances are being met by the proposed floodplain improvements.
- n. Property Owner notifications issued by the City in the event they are required by FEMA.

ATTACHMENT "B"
PRODUCTION SCHEDULE
Page 1 of 1

Project:

Manadas Creek Detention Pond and Channel Improvements

The Consultant contracts and agrees to complete the various phases of work under Section 1 of this contract in accordance with the schedule set forth as follows:

A. PRELIMINARY ENGINEERING STUDY PHASE:

The Consultant shall commence work upon written authorization from the CITY to proceed with this phase of work as described in Attachment "A", Paragraph "A" and agrees to complete all work required in:

120 CALENDAR DAYS

B. DESIGN PHASE:

The Consultant shall commence work upon written authorization from the CITY to proceed with this phase of work as described in Attachment "A", Paragraph "B" and agrees to complete all work required:

90 CALENDAR DAYS

C. ACQUISITION PHASE:

The Consultant shall commence work upon written authorization from the CITY to proceed with this phase of work as described in Attachment "A", Paragraph "C" and agrees to complete all work required:

60 CALENDAR DAYS

D. FEMA SUBMITTAL PHASE:

The Consultant shall commence work upon written authorization from the CITY to proceed with this phase of work as described in Attachment "A", Paragraph "D" and agrees to complete all work required in:

270 CALENDAR DAYS

E. BID PHASE:

The Consultant shall commence work upon written authorization from the CITY to proceed with this phase of work as described in Attachment "A", Paragraph "E" and agrees to complete all work required in:

30 CALENDAR DAYS

F. CONSTRUCTION PHASE:

The Consultant shall commence work upon written authorization from the CITY to proceed with this phase of work as described in Attachment "A", Paragraph "F" and agrees to complete all work required in:

240 CALENDAR DAYS

G. COMPLETION PHASE:

The Consultant shall commence work upon written authorization from the CITY to proceed with this phase of work as described in Attachment "A", Paragraph "G" and agrees to complete all work required in:

60 CALENDAR DAYS

The total calendar days authorized for this Agreement from the date of authorization by the CITY to the beginning of Bid Phase is:

270 CALENDAR DAYS

The FEMA Submittal Phase will be fast tracked to be worked on concurrently from start of contract to beginning of Bid Phase.

Not included within the calendar days for completion shall be the number of days expiring from the date of submittal, to the CITY or other reviewing agencies, of the review document, to the date the review is completed and comments returned to the Consultant.

ATTACHMENT "C"
COMPENSATION FOR PROFESSIONAL SERVICES RELATED
TO BASIC CONTRACT

Page 1 of 2

Project:

Manadas Creek Detention Pond and Channel Improvements

1. The fees shown below equal the total payment addressed by Section "V", Compensation and Payment, and are established based upon Attachment "A", Scope of Services.
2. The scheduled fees for this project consist of the items shown below.

SCHEDULE OF FEES

A. PRELIMINARY ENGINEERING STUDY PHASE:	\$ 96,081.13
B. DESIGN PHASE:	\$ 117,259.00
C. ACQUISITION PHASE:	\$ 8,235.52
D. FEMA SUBMITTAL PHASE:	\$ 150,000.00
E. BID PHASE:	\$ 25,490.35
F. CONSTRUCTION PHASE:	\$ 82,355.25
G. COMPLETION PHASE:	\$ 27,451.75

ATTACHMENT "C"
COMPENSATION FOR PROFESSIONAL SERVICES RELATED
TO BASIC CONTRACT

Page 2 of 2

Method of Payment

1. Payment shall be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:
 - a. Preliminary Engineering Study Phase - the total amount due the Consultant under this phase shall be payable after approval and acceptance of this phase.
 - b. Design Phase - the total amount due the Consultant under this phase shall be payable after approval and acceptance of this phase.
 - c. Acquisition Phase - the total amount due the Consultant under this phase shall be payable after approval and acceptance of this phase.
 - d. FEMA Submittal Phase - the total amount due the Consultant under this phase shall be payable after approval and acceptance of this phase.
 - e. Bid Phase - the total amount due the Consultant under this phase shall be payable after approval and acceptance of this phase.
 - f. Construction Phase - the total amount due the Consultant under this phase shall be payable after approval and acceptance of this phase.
 - g. Completion Phase - total amount due the Consultant under this phase shall be one payment equal to the total fee for this phase and shall be made upon approval and acceptance of the submittals for this phase.
2. The Consultant may request partial payments for work performed for the various phases upon the furnishing of satisfactory evidence of progress made towards partial completion of the work subject to reasonable approval by the Department Director.
3. The Consultant shall be compensated on the basis described in Section V for basic services included in this Agreement. For additional services, compensation shall be negotiated in accordance with Attachment "D."
4. The final payment to be made by the City, to the Consultant, shall be payable upon submission of the "Project Completion Documentation" subject to reasonable approval by the Department Director.

ATTACHMENT "D"
COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES
Page 1 of 2

Project:

Manadas Creek Detention Pond and Channel Improvements

The fee described in Section V of this contract for this project shall provide compensation to the Consultant for all services called for under this Agreement to be performed by him or under his direction except the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the City Engineer are set forth as follows:

1. Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the project including the preparation of engineering data and reports.
2. Re-staking all destroyed stakes hubs and checking alignment of existing hubs. Elevations of all hubs shall be re-established. Re-staking shall be done as required, and a cut sheet based on such re-stake shall be prepared.
3. Preparation of all applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
4. Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.
5. Preparing documents for alternate bids requested by the City.
6. Investigations involving detailed consideration of operations, maintenance and overhead expenses.
7. Providing formal value engineering during the course of design.
8. Preparation of feasibility studies not required in the base contract.
9. Cash flow and economic evaluations, rate schedules and appraisals.
10. Detailed quantity surveys of material, equipment and labor.
11. Audits or inventories required in connection with construction performed by the City.
12. Services after the award of each contract in evaluating substitutions not specified in an "or equal" proposed by the Contractor(s) as authorized by the City.
13. Making revisions to Drawings and Specifications occasioned by substitutions.
14. Services during out-of-town travel required of Consultant.
15. Additional services during construction made necessary by:
 - (1) work damaged by fire or other cause during construction,
 - (2) a significant amount of defective or neglected work of contractor(s).
 - (3) acceleration of the progress schedule by the City involving services beyond normal working hours, and
 - (4) default by contractor(s).
16. Preparation of operating and maintenance manuals.
17. Additional or extensive assistance after initial start-up in the utilization of any equipment or system (such as post initial startup testing, adjusting and balancing).
18. Training personnel for operation and maintenance
19. Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
20. Actual performance of test borings and other soil or foundation investigations and related analysis.
21. Detailed mill, shop and/or laboratory inspection of materials or equipment.
22. Additional copies of reports, drawings, and specifications over the number specified in the base contract.
23. Providing renderings or models for City use.
24. Project aerial mapping.
25. Surveying other than that required for the successful completion of the design of those services described in Attachment "A".

ATTACHMENT "D"
COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES
Page 2 of 2

The Basis of Compensation for the following Additional Services shall be based upon the following hourly rates:

GILPIN ENGINEERING COMPANY FIRM RATES

<u>EMPLOYEE</u>	<u>RATE</u>
<i><u>Engineering Services</u></i>	
Engineer III	\$ 200 / Hr
Engineer II	\$ 150 / Hr
Engineer I	\$125 / Hr
Engineering Intern I	\$ 100 / Hr
Technician III	\$ 85 / Hr
Technician II	\$ 75 / Hr
Technician I	\$ 60 / Hr
<i><u>Surveying Services</u></i>	
Surveyor II	\$ 150 / Hr
Surveyor Intern I	\$ 100 / Hr
Surveyor Operations Supervisor	\$ 85 / Hr
Field Crew	\$ 150 / Hr

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: John Porter, Environmental Services Director

Staff Source: John Porter, Environmental Services Director

SUBJECT

Consideration and authorizing the City Manager to execute Amendment #2 for additional Engineering Services contract with Sherfey Engineering Company LLC, Laredo, Texas in the amount of \$34,650.00. The total contract amount with this amendment is \$84,030.00 for Plantation East Channel Improvements. Amendment #2 provides for surveying and preparation of record drawings, hydraulic modeling, and Letter of Map Revision (LOMR) with FEMA. Funding is available in the Environmental 2016 CO Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NA

PREVIOUS COUNCIL ACTION

Original contract of \$49,380.00 was under \$50,000.00 and did not go to City Council.

BACKGROUND

In order to reduce flooding and to expedite the extension of Plantation East, the City of Laredo entered into development agreements with developers Hidden Heaven and Roberto Rodriguez. The City is responsible for the design and construction of the drainage channel South of Shiloh to the existing concrete channel in Plantation (which carries the 100 year storm event) and the developers are responsible for the construction of Planation East from Plantation to Shiloh. As part of this agreement the City will submit a Letter of Map Revision (LOMR) to FEMA to reflect that the constructed channel carries the 100 year storm event. Once complete, residents in this area will not be compelled to carry flood insurance.

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

Passage of the Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Environmental CO 2016
Account #: 249-9871-545-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in 2016 C.O. Bond in account# 249-9871-545-9301.

Attachments

LOMRContract

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

Agenda Item: Motion #

COUNTY OF WEBB

CITY OF LAREDO

Contract for Professional Engineering Services for Shiloh South Channel Extension (Additional Services)

PROJECT NAME:

This Contract made and entered into in Laredo, Webb County, Texas, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed "CITY", and

Sherfey Engineering Company, L.L.C.
104 Del Court, Ste. 400
Laredo, Texas 78041

hereinafter termed "CONSULTANT," a professional engineering firm duly licensed and practicing under the laws of the State of Texas, said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for professional services hereinafter set forth in connection with the above designated project for the City of Laredo.

- I.** The CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

The CONSULTANT, in consideration for the compensation herein provided, shall render the professional services contract necessary for the development of the Project to final completion, per **Attachment "A"** Production Schedule including designs, reports, and special and general conditions or instructions, as acceptable to the CITY, or its duly authorized representative, subject to all other provisions of this Contract.

The CONSULTANT shall be represented by a registered professional engineer licensed to practice in the State of Texas at any review meetings where specifically requested by the CITY, which may include but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All Plans submitted for review shall bear the seal of a registered professional engineer, as required.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in **Attachment "A," Scope of Services**. The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the CITY's desires and objectives for this project.

III. Personnel:

The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the CITY.

IV. Period of Performance:

Contract time is to be on a fast track basis.

If upon review of the work, corrections, modifications and/or alterations are required of the CONSULTANT, these items shall be completed by the CONSULTANT before the work is approved. However, the CITY shall authorize extensions of the time should there be delays due to reasons beyond the control of the CONSULTANT. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the CITY will not be charged against CONSULTANT's contract time.

In the performance of the various phases of this contract the CONSULTANT shall contact the various utility coordinators for request of the most current available utility records; and the CITY and other governmental entities for particular or peculiar problems which may arise.

The CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the CONSULTANT's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by CONSULTANT should be significantly extended under this provision, CONSULTANT may give written notice thereof to the CITY stating the reason for such extension and the actual or estimated time thereof.

This contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as out-lined in this Contract, a fee computed on the basis of an hourly billing rate for all of the CONSULTANT's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in **Attachment "A" Fee Summary**. Reimbursable expenses shall include costs for reasonable travel expenses, , telephone, reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project.

An amount of Thirty Four Thousand Six Hundred Fifty Dollars (\$34,650.00) will not be exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses. **See Attachment "A" Hourly Rates.**

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and expenses evidenced by invoices for work performed during the preceding four week accounting period will be submitted to the CITY during the course of the project.

Compensation for additional services which may be required of the Consultant shall be paid as a lump sum amount agreed to through re-negotiation if the Scope of Services described in the original contract is changed.

Once a month, the CONSULTANT shall submit to the CITY a Partial Request for Payment filled out and signed by the CONSULTANT covering the work completed as of the date of the Partial Request for Payment, and accompanied by such supporting documentation as is required by the Contract documents. The Partial Request for payment shall not exceed 90% of the total amount certified for payment. CITY shall retain 10% of the amount of each partial payment until final completion of each phase of work covered under his contract. Therefore, final payment shall be 10% of the total construction phase amount, or \$3,000 whichever is greater, and which payment is to be made by the CITY to the CONSULTANT upon submission of all completion of project documentation, and one set of "As-Built" reproducibles, acceptance of the Project and Form Letter for Engineering Completion Report.

VI. Additional Services:

All work performed by CONSULTANT, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:

- a. Travel and subsistence to points other than CONSULTANT's or CITY offices and project site.
- b. Copies of final reports, studies, drawings and other data in excess of sets required in Basic services.
- c. Other services not otherwise included in this contract or not customarily furnished in accordance with generally accepted engineering practices.

The parties agree that CONSULTANT shall not perform any work outside the Scope of Services until CONSULTANT receives written authorization from CITY.

VII. Termination and/or Suspension of Work:

- A. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice, provided the other party has not cured the substantial failure to perform.

Professional Services Contract Page 3 of 9

- B. Right of CITY to Terminate:

The City of Laredo reserves the right to terminate this Contract for reasons other than substantial failure by the CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice or, after receipt of said notice and upon the scheduled completion date of the performance phase in which the CONSULTANT is then currently working, whichever effective termination date occurs first.

C. Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate:

The City of Laredo reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the CONSULTANT. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended. Equitable adjustments to the terms of the contract will be addressed in the event the duration of the suspension exceeds ninety (90) days.

The CONSULTANT is hereby given the right to terminate this Agreement in the event that the City suspends this Contract. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the CITY at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the CITY.

D. Procedures CONSULTANT to follow upon receipt of Notice of Termination if issued by the CITY:

Upon receipt of a notice of termination and prior to the effective date of the termination, the CONSULTANT shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed design and plans prepared under this Contract prior to the effective date of termination shall be delivered to the CITY as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII above.

Upon the above conditions having been met, the CITY shall pay within thirty (30) days of the receipt of the CONSULTANT's invoice that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

E. Procedures CONSULTANT to follow upon receipt of Notice of Suspension if issued by the CITY:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contract insofar as such orders and contracts are chargeable to this Contract.

CONSULTANT shall prepare a statement showing in detail the services performed under this Contract prior to the effective date of suspension.

Copies of all completed or partially completed designs, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to the CITY but shall be retained by the CONSULTANT until such time as CONSULTANT may exercise the right to terminate.

During the period of suspension, CONSULTANT shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

2. In the event that CONSULTANT exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by the CITY of CONSULTANT's notice of termination CONSULTANT shall submit (if it has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.

Additionally, the above referenced copies of documents shall be delivered to the CITY as a pre-condition to final payment.

Upon the above condition being met, the CITY shall promptly pay the CONSULTANT that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

VIII. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VII above.

IX. Changes in Scope of Services:

The CITY, may, from time to time, request changes in the approved plans and Scope of Services to be performed by the CONSULTANT hereunder and if such changes are agreed to by the CONSULTANT, they shall be included as written amendments to this contract.

X. Subletting or Assigning of Contract:

The "CITY" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "CITY", the "CONSULTANT", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "CITY" agrees to pay the "CONSULTANT" for specified services as stated in the agreed contract.

The "CITY" does not agree to pay any additional party either jointly or separately for the contract.

XI. CONSULTANT's Responsibility & Liability:

Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of its designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or in behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the CONSULTANT.

The CONSULTANT further agrees to perform any re-designs, required as a result of the CONSULTANT's development of the designs, plans, specifications, or documents which are a result of CONSULTANT's negligence. Such designs shall not be considered an additional service.

Re-designs required or occasioned after completion and acceptance by CITY of the Design Phase, for the convenience of the CITY shall be paid for as provided and prescribed hereinafter under Additional Services of the CONSULTANT.

XII. Indemnification:

CONSULTANT shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of CONSULTANT, its officers, agents, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract. The CONSULTANT will at own cost and expense defend and protect the CITY against any and all such claims and demands. The CONSULTANT's liability to the CITY under this provision shall in no event exceed the amount of the total compensation received by the CONSULTANT for services hereunder.

XIII. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XIV. Interest of CONSULTANT:

The CONSULTANT agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XV. Owner of Documents:

All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the CONSULTANT as instruments of service. However, it is to be understood that the CITY shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by CONSULTANT will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

XVI. Equal Employment Opportunity/Minority Business Enterprise:

The CONSULTANT agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national, origin, sex, age, handicap, or political belief or affiliation. Specifically, the CONSULTANT agrees to abide by all applicable provisions of the Non-discrimination Clause as

contained in the City of Laredo's current Affirmation Action Plan on file in the City Secretary's Office. In the event non-compliance occurs, the CONSULTANT, upon written notifications by the CITY will commence compliance procedures within thirty (30) days.

XVII. Political Interests in this Contract:

No employee of the CITY shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XVIII. CONSULTANT will perform services under this Agreement with the degree of skill and care ordinarily provided by competent engineers or consultants practicing in the same or similar locality under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer or consultant. . No other representations to CITY express or implied, and no warranties or guarantees are included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY. CONSULTANT shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and programs of the Construction Contractor(s), including construction site safety, all of which shall remain the sole responsibility of the Construction Contractor(s).

XIX. CONSULTANT will review information provided by the construction contractor that is incorporated in record drawings or other record documents. CONSULTANT or authorized representative will verify with the contractor the information presented in field mark-ups for accuracy, completeness and compliance with CONSULTANT designed plans and specifications before producing final as built information.

XX. CONSULTANT opinion of probable project costs represents the CONSULTANT's best judgment as an entity familiar with the construction industry. CONSULTANT does not warrant or represent that bids or negotiated prices will not vary from CONSULTANT's opinion of probable project costs.

XXI. CITY grants to CONSULTANT, and, if the project site is not owned by CITY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. CITY recognizes that the use of investigative equipment and practices may unavoidable alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

XXII. Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willfull misconduct, negligent act or omission, or other wrongful act of either of them.

XXIII. Force Majeure

The CITY agrees that the CONSULTANT is not responsible for damages arising from any circumstances beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by the CITY or the CITYs other Consultants, it's Contractor or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

XXIV. Entire Contract:

This Contract represents the entire and integrated Contract between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instrument signed by both the CITY and CONSULTANT.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said CITY, and the corporate seal of said CITY to be hereunto affixed and this instrument to be attested by the City Secretary, and this CONSULTANT, acting by the hand of (Typed Name)

Thereunto authorized (Title)
does now sign, executed and deliver this document.

DONE AT LAREDO, TEXAS, on this _____ day of _____ 2020.

ATTEST:

CONSULTANT

Authorized Signature

JoEmma Sherfey, PE
President
Sherfey Engineering Company, LLC

ATTEST:

Jose Valdez, Jr., City Secretary

CITY OF LAREDO

Robert A. Eads, City Manager

Date: _____

Date: _____

EXHIBIT "A"

PROPOSAL FOR ADDITIONAL SERVICES

Shiloh South Channel Extension

I. PROPOSED SCOPE OF SERVICES

The following tasks outline our proposed scope of additional services for this project:

TASK 1 – SURVEYING AND HYDRAULICS MODELING

Task 1.01 – Surveying and Preparation of Record Drawings – Fee \$5,600.00

SEC will perform a detailed survey of the constructed channel and adjoining area in sufficient detail to prepare the record drawings to be submitted to the City. Additionally, cross-sections of the newly constructed channel will be taken at specified intervals and will be used for the final hydraulic modeling. The survey will locate all structures, above-ground utility lines and any other improvements within the project area.

The deliverable for this task will include one set of Record Drawings in pdf format.

Task 1.02 – Hydraulic Modeling – Fee \$9,450.00

The detailed survey information will be utilized to prepare the hydraulic model for the constructed "as built" condition. The model will serve as the basis for the request of a Letter of Map Revision from FEMA. Flood plain maps will be drawn to reflect the new data and the revised limits of the 100-year flood plain.

The deliverable for this task will include a digital copy of the final hydraulic model that will be used in the LOMR application.

TASK 2.0 – LETTER OF MAP REVISION (LOMR)

Task 2.01 – Prepare LOMR Application, Required Models, Associated Maps and Exhibits – Fee \$19,600.00

Once the construction of the project is complete and record drawings are finalized, SEC will prepare the LOMR Application for submittal to FEMA through the City's Floodplain Administrator. The application will be based on the as-built conditions of the channel improvements within the project area. The goal of the LOMR will be to secure a map revision to the current Floodplain Maps for this area.

The data from the record drawings and revised hydraulic modeling, (prepared in previous tasks), will be utilized in the preparation of the LOMR. Coordination with FEMA is also included in this task. The City will be responsible for all application and processing fees associated with the LOMR application.



The deliverables for this task will include a draft of the permit application for the City's review and comment and a copy of the final permit for submittal to FEMA by the City of Laredo.

II. FEE SUMMARY

TASK 1	Surveying and Hydraulic Modeling	
Task 1.01	Surveying & Preparation of Record Drawings	\$5,600.00
Task 1.02	Hydraulic Modeling	\$9,450.00
	Subtotal: TASK 1 Fee	\$15,050.00
TASK 2	Letter of Map Revision (LOMR)	
Task 2.01	Prepare LOMR Application, Models, Maps & Exhibits	\$19,600.00
	Subtotal: TASK 2 Fee	\$19,600.00
	TOTAL FEE	\$34,650.00

Hourly rates are as shown on the following page.

III. PROJECT SCHEDULE

Based on the scope of services outlined in this proposal, the design phase will be completed within 120 days after the channel construction has been completed. Any changes to the scope of work may result in additional design time and professional services fees.



HOURLY RATES 2020

Project: Provide Surveys, Record Drawings, Modeling, Mapping and Preparation of the LOMR for submittal to FEMA, through the City of Laredo

<u>Principal</u>	<u>\$250.00</u>
<u>Registered Engineer</u>	<u>\$175.00</u>
<u>Design Engineer</u>	<u>\$150.00</u>
<u>Registered Surveyor</u>	<u>\$175.00</u>
<u>CADD Technician</u>	<u>\$75.00</u>
<u>Engineering Technician</u>	<u>\$75.00</u>
<u>Secretary</u>	<u>\$45.00</u>
<u>Administrative Assistant</u>	<u>\$50.00</u>
<u>Field Party (2-man)</u>	<u>\$155.00</u>
<u>Field Party (3-man)</u>	<u>\$185.00</u>
<u>Project Representative</u>	<u>\$125.00</u>



City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: John Porter, Environmental Services Director

Staff Source: John Porter, Environmental Services Director

SUBJECT

Approval of selection of consultant, Crane Engineering, Laredo, Texas, and authorization to negotiate a professional services contract to provide engineering, environmental, and archeological services for design of the River Vega Hike and Bike trail project; which is a federally funded project. Selection of this consultant followed the TXDOT approved procurement process, as required by the Federal Highway Administration, 23 CFR Part 172, in the Advanced Funding Agreement (CSJ: 0922-33-177).

VENDOR INFORMATION FOR COMMITTEE AGENDA

NA

PREVIOUS COUNCIL ACTION

City Council approved Advanced Funding Agreement (AFA) no. CSJ-0922-33-177 in the amount of \$832,113.00 (\$179,475.00 local, \$652,638.00 federal) for the River Vega Hike and Bike trail on 8/20/2018. City Council approved FHWA procurement policies through Resolution 2019-R-178 on 12/02/2019.

BACKGROUND

The City issued a Request for Qualifications (RFQ) on 5/19/2020 with two notifications in the Laredo Morning Times requesting submittals from interested engineering consultants to provide professional design and engineering services for the preparation of PS&E (plan, specifications and estimates) bid package for the alignment and construction of an all-weather, 10 feet wide, Multi-Use Bicycle and Pedestrian Trail along the Rio Grande vega from Anna Park to Dovalina Elementary. The City received five (5) submittals on 6/4/2020. Directors from Environmental, Planning, Engineering, Traffic, and Parks reviewed and scored the submittals and LNV, Inc. and Crane Engineering were tied in the scoring. These two firms were asked to present to the scoring committee and these presentations occurred on Monday, July 13, 2020. The same committee members scored the presentations and Crane Engineering received the higher score. Staff is recommending that Crane Engineering be selected for this project.

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

Passage of the Motion in selecting Crane Engineering.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No impact at this time.

Attachments

RiverVegaRFQ

Concurrence to negotiate



RFQ FY20-034 Addendum 1

River Vega Hike and Bike Trail Project

Issue Date: 5/19/2020

Questions Deadline: 5/29/2020 12:00 PM (CT)

Response Deadline: 6/4/2020 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: John Porter
Address: Environmental Services
619 Reynolds
Laredo, TX 78043
Phone: (956) 794 x1650
Email: jporter@ci.laredo.tx.us

Event Information

Number: RFQ FY20-034 Addendum 1
Title: River Vega Hike and Bike Trail Project
Type: Request For Qualifications
Issue Date: 5/19/2020
Question Deadline: 5/29/2020 12:00 PM (CT)
Response Deadline: 6/4/2020 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their RFQ statements 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.

Copies of the RFQ specifications may be obtained from the Environmental Services Department – Stormwater Division, 619 Reynolds, Laredo, Texas 78040 or by downloading from our website: <http://www.cityoflaredo.com/bids.html>
Statements of Qualifications (SOQs) will be received at City Secretary Office, C/O Jose A. Valdez, Jr., City Hall – Third Floor, 1110 Houston St., Laredo, Texas, 78040 until 5:00 P.M. on June 4th, 2020.

Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their RFQ Statements electronically through the use of Cit-E-Bid. If vendor needs to hand-delivered sealed RFQ, please follow steps below:
MANUAL BID DROP-OFF PROCEDURES NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.
1. Please make sure that the bid is in a sealed envelope marked with the following: • Name of Bid • Name of Company submitting Bid • Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary’s office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to timestamp the envelope, make a copy of it and bring it back to you.
Thank you for your understanding and help at this time of trying to stay healthy and safe.

A pre-proposal meeting will be held on Wednesday May 27th, 2020 at 10 a.m. via conference call at 888-808-6929 access code 9703424; all interested firms are encouraged to attend.

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042

Bid Activities

Pre-Proposal Meeting

5/27/2020 10:00:00 AM (CT)

A pre-proposal meeting will be held on Wednesday May 27th, 2020 at 10:00 a.m. via conference call at 888-808-6929 access code 9703424; all interested firms are encouraged to attend.

Bid Attachments

Map Image.pdf

Attachment A

[Download](#)

Bidders Information.pdf

Form A - Bidders Information Questionnaire

[Download](#)

CIQ_Form.pdf

Form B - Conflict of Interest Questionnaire

[Download](#)

Non-Collusive_Affidavit_Form.pdf

Form C- Non-Collusive Affidavit

[Download](#)

Discretionary Contract Disclosure Form.pdf

Form D - Discretionary Contract Disclosure

[Download](#)

Form_1295- _Certificate_of_Interested_Parties.pdf

Form E - Certificate of Interested Parties (Form 1295)

[Download](#)

Requested Attachments

Non Collusive Affidavit form

(Attachment required)

Non Collusive Affidavit form: This form must be notarized and submitted as part of your bid to be considered complete.

Form 1295 Certificate of Interested Parties

Form 1295 Certificate of Interested Parties: This form will need to be submitted by the vendor through the Texas Ethics Commission website within 10 days of award of bid. If not, bid will become nulled

Proposal

(Attachment required)

Proposal: Submit your proposal based on RFQ specifications.

Bid Attributes

1 Terms and Conditions for Request for Qualifications

- **GENERAL TERMS AND CONDITIONS FOR STATEMENT OF QUALIFICATIONS**

1. GENERAL CONDITIONS Interested firms (Respondents) are required to submit statements upon the following expressed conditions: A. Respondents 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 Respondent to request additional compensation. B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent 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 Respondent. C. Respondents are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

2. PREPARATION OF SUBMITTALS Submittals shall be prepared in accordance with the following: A. For hand delivered submittals only, all information required by the RFQ form shall be furnished. The Respondent shall print or type the business name and manually sign the schedule. For Electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. B. Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

3. DESCRIPTION OF SUPPLIES Not applicable for this request.

4. SUBMISSION OF HAND DELIVERED STATEMENTS A. Statement of qualifications and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. B. Unless otherwise noted on the Notice to Respondents cover sheet, all hand delivered statements of qualifications must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. C. SOQ 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. The City shall pay no costs or other amounts incurred by any entity in responding to this RFQ, or as a result of issuance of this RFQ.

5. REJECTION OF STATEMENT OF QUALIFICATIONS. The City may reject an SOQ if: A. Respondent misstates or conceals any material fact in the SOQ. B. SOQ does not strictly conform to the law or the requirements of the SOQ. C. Respondent is in arrears on existing contracts or taxes with the City of Laredo. D. In the event that a Respondent is delinquent in the payment of City of Laredo taxes on the day the SOQ is opened, including state and local taxes, such fact may constitute grounds for rejection of the SOQ or cancellation of the contract. A Respondent is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes E. No SOQ submitted herein shall be considered unless the Respondent warrants that, upon execution of a contract with the City of Laredo, Respondent will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Respondent will submit such reports as the City may therefore require assuring compliance with said practices. F. The City may reject all SOQs or any part of an SOQ whenever it is deemed necessary.

6. WITHDRAWAL OF STATEMENT OF QUALIFICATIONS SOQs may not be withdrawn after they have been publicly opened, unless approved by the City Council.

7. LATE PROPOSALS OR MODIFICATIONS SOQs and modifications received after the time set for the proposal receiving deadline will not be considered. Late proposals will be returned to the Respondent unopened.

8. CLARIFICATIONS OR OBJECTION TO STATEMENT OF QUALIFICATIONS If any person contemplating submitting an SOQ for this contract is in doubt as to the true meaning of the specifications, or other SOQ documents or any part thereof, they may submit to the City Purchasing Agent. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to : CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue Laredo, TX 78041; email: mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFQ number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the SOQ during the RFQ process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. The following sequence of activities must take place in filing a protest: To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

9. RESPONDENT DISCOUNTS Not applicable for this contract.

• **10. AWARD OF CONTRACT** The selection and award shall be based on the basis of demonstrated

competence and qualifications to perform the services; and for a fair and reasonable price. The firm selected will be the firm which, in the opinion of the City, is the best qualified. The professional fees under the contract may not exceed any maximum established by law. The Respondent shall bear the burden of proof of compliance with the City of Laredo specifications.

11. PAYMENTS & INVOICING All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us . For more information, please contact Mr. Jorge Jolly, Accounts Payable Manger at (956) 791-7328.

12. 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 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. TITLE VI ASSURANCE The City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

I Agree to the Terms and Conditions

(Required: Check if applicable)

2 Insurance Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

(Required: Check if applicable)

3 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of 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)

4 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

(Required: Check if applicable)

Bid Lines

1

CITY OF LAREDO

REQUEST FOR QUALIFICATIONS (RFQs) FOR

DESIGN, ENGINEERING, AND CONSTRUCTION OVERSIGHT OF A MULTI-USE BICYCLE & PEDESTRIAN

TRAIL ALONG THE RIO GRANDE VEGA FROM ANNA PARK TO DOVALINA ELEMENTARY

The City of Laredo desires to engage the services from a qualified firm(s) for the design, engineering, and construction oversight of a multi-use bicycle and pedestrian trail along the River Vega Hike and Bike Trail Project. The City of Laredo is currently accepting RFQ for Professional Engineering Services under Contract Number CSJ: 0922-33-177

1.0 SCOPE OF WORK

The City of Laredo Environmental Services Department (hereafter referred to as "City") is seeking a Statement of Qualifications (hereafter referred to as "SOQ") from qualified firms to provide Design, Engineering, and Construction oversight of a multi-Use Bicycle and Pedestrian Trail. The City of Laredo will solicit and receive a statement of qualifications for the design, engineering, and construction oversight of a Multi-Use Bicycle & Pedestrian Trail along the Rio Grande vega from Anna Park to Dovalina Elementary. Proposals are due by 5:00 P.M. on Thursday June 4th, 2020 at the City of Laredo's City Secretary's office located on the 3rd Floor of 1110 Houston Street, Laredo, Texas 78040. The selected consultant shall provide professional design and engineering services for the preparation of PS&E (plan, specifications and estimates) bid package for the alignment and construction of an all-weather, 10 feet wide, Multi-Use Bicycle and Pedestrian Trail along the Rio Grande vega from Anna Park to Dovalina Elementary. The selected firm will also be responsible for exploring multiple alignments to be selected by the City of Laredo. Additionally, the consultant is also responsible for environmental assessments, an archeological survey (once City has selected the alignment), and the coordination with any utilities for relocation. All plans and specifications should be in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable, and must meet ADA compliance. The selected firm will also be responsible for bid packages and meetings as well as construction oversight of the project.

Project Location: The approximate project location is along the Rio Grande vega from Anna Park to Dovalina Elementary School.

2.0 INTRODUCTION

The City of Laredo Environmental Services Department intends to enter into a specific deliverable contract with a prime provider pursuant to Texas Government Code, Chapter 2254, Subchapter A, and 43 Texas Administrative Code (TAC) §§9.30-9.42, to provide the following services described below.

2.1 PROPOSAL PREPERATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of proposals, amendments or other relevant documents associated with the RFQ.

2.2 TERM OF AGREEMENT

To be determined after the selection and award of the most qualified firm.

3.0 GENERAL CONDITIONS

Interested Firms shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the firm's responsibility to

obtain any additional information it deems necessary to submit in its RFQ proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFQ proposal request must be submitted through Cit-E-Bid Questions tab or in writing to the City of Laredo Purchasing Department due on May 29th, 2020 at 12:00 p.m. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Purchasing

5512 Thomas Ave.

Laredo, Texas 78041

(956) 790-1800

Each question, along with the City's response will be provided in writing to all prospective providers and included as an addendum to the RFQ document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

4.0 RFQ EVALUATION (Criteria-Evaluation Factors)

The city will select the consultant team(s) or individuals that most successfully meet the criteria listed below. Responses shall be limited to one (1) 8.5" x 11" page per selection criteria and must be double spaced using Times New Roman font with a font size of 12.

The selection criteria and weighting are shown below:

- 1) Demonstrated experience of the consultant team(s) or individuals (lead persons only) with hike/bike trail project design according to TXDOT specifications, design of alternative transportation corridors such as multi-use bicycle and pedestrian trails, including knowledge & experience of multi-purpose trail AASHTO standards. (40 Points).
- 2) Demonstrated experience of the consultant team(s) or individuals (lead persons only) with the approval process with TXDOT, FHWA, and ADA requirements. (25 Points)
- 3) Experience with Federally funded project requirements and processes (15 Points)
- 4) The Capacity of the team (lead persons only) to provide the full range of project management skills needed locally during construction and to adequately respond to scope requirements (10 Points)
- 5) Qualifications of the key individual(s) and or sub-contractors (lead persons only) proposed to provide these services and the overall approach to the project and evidence of the Team's ability to generate creative solutions (10 Points)

*Important Considerations

The City reserves the right, at its sole discretion, to reject any or all submittals when it is determined to be in the public interest to do so. This Request for Proposals does not obligate the City to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this request for proposals. Firms submitting interest statements should be ready to negotiate a professional services fee within thirty (30) days after notifications of recommendation for award.

5.0 This RFQ is part of a two-part solicitation process. The City will assemble a review committee to evaluate all responses to this Request for Qualifications. From this review, the committee may select a consultant(s) solely on the basis of submittals, or may additionally identify a shortlist of an individual or team candidates for possible interviews. The committee may contact any or all respondents to clarify submitted information. The selection committee will then perform the evaluations and will conduct a comprehensive, fair and impartial evaluation of all Statements of Qualifications received in response to this RFQ and shall rank each submittal received in response to this RFQ using the criteria set forth herein. Based on the evaluation process, the selection committee shall qualify a maximum of three (3) Respondents to participate in Phase II of the RFP solicitation process. Phase II may utilize a presentation/interview process.

- The interviews may be limited to 40 minutes in total.
- Respondents shall prepare a presentation of 25 minutes briefly describing their qualifications, but focused mainly on the proposed project approach. Plus 15-minute Q & A time.

Following the presentation, the selection committee will lead a question and answer session designed to determine the most qualified respondent. The selection committee will rank the presentations to determine the most qualified respondent for the project. Scoring for presentation combined with Q & A to be determined by interview committee.

5.1 When determining the need for additional discussions following solicitation submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following solicitation submission and evaluation.

5.2 Upon selection of a firm, firms or individuals based on its evaluation of the respondent's submission, the City will negotiate a scope of services and other terms and conditions of an agreement with the selected firm(s). City intends to evaluate the submissions received and to select one or more firms with thirty (30) days. After selection, the contract will be negotiated for a fair and reasonable price. The professional fees will not be higher than the recommended practices and fees published by the applicable professional associations. If a negotiated contract and satisfactory pre-negotiation audit cannot be reached, the City may end negotiations and proceed to the second-highest ranked engineering firm. If negotiations are unsuccessful with the second-highest ranked engineering firm, the City will continue down the list until a contract is successfully negotiated. The City will notify the firms that were not selected.

The Evaluation of interests, qualifications, or submittals and the ranking/selection of a consultant shall be performed by subject matter experts. The following City of Laredo employees are involved in the selection process for this procurement:

- o Mr. John Porter, Environmental Services Director
- o Mr. Riazul I. Mia, Utilities Director
- o Mr. Danny Magee, Traffic Director
- o Mr. Ramon Chavez, City Engineer
- o Mr. Juan J. Gomez, Parks and Leisure Services Department Director

Note: Do not contact these individuals about this procurement. Since the procurement process has started, these City of Laredo employees will not respond to questions about this procurement.

To ask questions about this solicitation, please see section 24. Questions about this Solicitation.

5.3 During the RFQ process, firms may be required to attend interviews, give presentations as requested to the evaluation committee. The evaluation committee may conduct the following tasks but is not an all-inclusive list of tasks that may be conducted by the committee:

- Review all RFQs received for compliance with RFQ terms and conditions.
- Prepare a comparative summary of Qualifications.
- Prepare a preliminary ranking of RFQs using a quantitative method based on the criteria presented in the RFQ document and other criteria as directed by Committee.
- Conduct reference checks.
- Request clarification from firms.
- Attend and participate in interviews with firms who submitted RFQ packages by the deadline.
- Prepare a final ranking of RFQ proposals.

6.0 TENTATIVE SCHEDULE FOR SELECTION PROCESS AND AWARD

Pre-Submittal Conference Call: May 27th, 2020 at 10:00 a.m.

Deadline for Submission of Written Questions: May 29th, 2020 at 12:00 p.m.

Question Responses due: June 1st, 2020 at 5:00 p.m.

RFQ Submittal Deadline: June 4th, 2020 at 5:00 p.m.

Presentations: Week of June 22nd - 26th, 2020

Anticipated City Council Consideration: July 20th, 2020

Footnote: The City of Laredo reserves the right to adjust time and dates on above projected schedule if it's in the best interest of the City of Laredo.

7.0 Work Categories and the % of work per category:

The City of Laredo is seeking qualified engineers through a formal request for qualifications process to provide design of a hike and bike trail. Qualified Lead personnel must prove that the selection criteria in Section 15.0 meet these minimum Requirements:

Category Description	Percentage	Minimum Requirements
Minor Roadway Design	70%	The firm must employ one professional engineer with a minimum of three years of roadway design experience on two projects.
Basic Hydraulic Design	10%	A minimum of two years' experience in hydrologic analysis, hydraulic design, and storm water quality evaluation.
Surveying	10%	The firm must utilize one professional surveyor with a minimum of three years of surveying experience on two projects.
Environmental Survey	5%	A minimum of two years' experience in conducting Environmental Surveys related to transportation objects.
Archeological Survey	5%	A minimum of two years' experience in conducting Archeological surveys.

8.0 Annual Firm Renewal Requirement

Annual renewal is governed by Section 9.33(i) of Title 43 in the Texas Administrative Code (TAC). The following is a summary of that requirement.

All pre-certified firms must complete the annual renewal process between January 1 and March 31 each year to maintain Active status for the firm. Active status is required for prime providers and sub-providers with task leaders identified for standard work categories.

As applicable, firms must obtain active status by the RFQ deadline date and time specified in this Solicitation. Active status is not required for firms proposing to perform only NLC services.

Additional information on annual renewal for pre-certified firms is available on TxDOT'S internet web site at:

<http://www.txdot.gov/business/consultans/architectural-engineering-surveying/precertification-renewal.html>

9.0 Administrative Qualification Requirements

Administrative qualification is not required to compete for solicitations using this process. When applicable, administrative qualification is a process used by the department to verify that a provider has an indirect cost rate that meets department requirements. Administrative Qualification is governed by Section 9.35(b) of Title 43 in the Texas Administrative Code (TAC).

Requirements are summarized on TxDOT's website, which includes a list of firms and their administrative qualification status. The website is found at the following location:

<http://www.txdot.gov/business/consultants/architectural-engineering-surveying/getting-started/administrative-qualification.html>

For information purposes only, the Project Team Composition (PTC) Form indicates the work categories that are exempt from administrative qualification for this solicitation. For firms not subject to an exemption, if selected, an indirect cost rate is necessary for rate schedule development. These firms have two options:

- o Be administratively qualified by the SOQ deadline, or
- o Accept the TX DOT developed an indirect cost rate of 120%.

To accept the TX DOT developed rate, a Certification of No Indirect Cost Rate Audit form must be completed and submitted by the SOQ deadline. The instructions are part of the form that can be found at:

http://ftp.dot.state.tx.us/pub/txdot-info/des/cco/professional_services/certification_no_indirect.doc

10.0 Request for Qualifications (RFQ) from prospective consultants including DBE and other federal referenced requirements. The Respondent's SOQ shall be submitted in a concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis should be on the completeness and clarity of the requested information in this section of the RFQ.

11.0 The City of Laredo shall prepare an independent agency estimate for use in negotiation with the selected consultant; based upon similar or comparable projects. The City's independent estimate shall be prepared prior to negotiations and/or award of selected consultant.

12.0 Prime Provider Certification Statements

See the Statement of Qualifications (SOQ) Cover Page for certification information. The prime provider must certify that they meet the following requirements:

- The prime firm is registered or licensed with the Texas Board of Professional Engineers. If proposing as a joint venture, the requirement applies to each joint venture member.

- The prime provider firm certifies that it is registered with the Texas Secretary of State office to do business in the State of Texas with the legal firm name as indicated on this form. If proposing as a joint venture, the

requirement applies to each joint venture member.

- Individuals on the project team must be currently employed by either the prime provider or a sub-provider firm that has been identified on the team.
- A Professional Engineer registered or licensed in Texas will sign and seal the work to be performed on the contract.
- The prime provider shall perform at least 30 percent of the contracted work with its own workforce.
- Individuals on the team are not prohibited from entering into a contract with the City of Laredo as a result of financial interest as defined under Texas Government Code Sec, 2261.252(b). (Reference the Conflict of Interest section of this RFQ for additional information.)

13.0 Determination of contract type, payment method, and assurances and certifications. Based on solicitation scope, the City Engineer along with the selection team shall make the determination of the contract type, payment method, and assurances and certifications required for the contract; these provisions, assurances, and certifications shall all be in accordance with 23 CFR 172.9. The City of Laredo will allow a joint venture on this project.

Compensation and Payment: The Engineer shall be paid pro-rata based on the percentage, or by task of work completed. For payment, the Engineer is not required to provide evidence of actual hours worked, traveled overhead rates or other evidence of cost.

Fixed-Price Contract: A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

The City will establish elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the federal cost principles in accordance with 23 CFR § 172.11. These shall take into account (project scope) elements to include: Scope of Services, project location, required TXDOT Standard Work Categories, Pre-Certification Requirements, etc.

Closing-out of a contract will occur upon completion of contract services (including punch list items), approval of final inspection(s) and final acceptance of project.

14.0 Method of monitoring consultant's work

The Environmental Services Department will review the contract for form and content and verify that the scope is consistent with that submitted with the approved submission and the costs proposed are fair and reasonable.

The City is responsible for the following:

- 1) Monitoring of the contract which includes scheduling and attending progress meetings, verifying work is complete, accurate and consistent with the contract, and reviewing costs billed for consistency with cost proposal and acceptability and progress of work.
- 2) Paying invoices, then requesting reimbursement from the Environmental Services Department.
- 3) Processing contract amendments, if necessary, for additional time, changes in scope and additional cost (all contract amendments will be submitted to Environmental Services Department for review.
- 4) Preparing performance evaluations addressing timely completion of work, conformance with contract cost, and quality of work. These evaluations will be submitted to the construction contractor and their comments will be attached to the final report.
- 5) Determining the extent of responsibility for errors and omissions.
- 6) Settlement of all contractual or administrative issues. All settlements shall be submitted to the Environmental Services Department for approval before funds can participate in any additional costs.
- 7) Maintaining records: retain for four (4) years after final payment on the contract, until any audit issue or litigation is resolved. The following items are to be retained: original contract with all attachments, original of all contract amendments, contract correspondence, payment request or invoices including DBE sub-consultant reports and performance evaluations.

Footnote: The Consultant's work performance/services form will be completed by the City for future evaluation/use. Contract closeout may include City Council Presentation.

15.0 Compensation and Payment

Compensation and Payment: The Engineer shall be paid pro-rata based on the percentage, or by task of work completed. For payment, the Engineer is not required to provide evidence of actual hours worked, traveled overhead rates or other evidence of cost.

16.0 Project Manager Requirement

The prime provider's project manager, as proposed in the SOQ, is required to be a registered Professional Engineer, licensed in Texas by the SOQ deadline specified in this Solicitation. The project manager must be an employee of the prime provider.

17.0 Project Manager Commitment

The City of Laredo expects the prime provider to commit its project manager, as proposed in the SOQ, to the duration of the contract. The City of Laredo further expects the project manager's commitment to the contract to include commitment as the project manager to each work authorization without further delegation or substitution over the course of the contract.

In selecting a provider, the City of Laredo evaluates the project manager's qualifications and skills against the specific requirements and unique demands of the contract. The project manager's commitment to the duration of the contract, therefore, is of key importance to the City of Laredo. Project manager replacement on an active

contract, while not strictly prohibited, will require the City of Laredo's prior consent. Any such replacements will be subject to the terms of the agreement.

18.0 Project Manager or Task Leader Replacement during Selection

Prior to a shortlist notification, the prime provider's project manager may be replaced only by another prime provider staff person proposed in the SOQ, as approved in writing by the consultant selection team (CST).

Prior to short list notification, a task leader may be replaced by another pre-certified person proposed in the SOQ from the team, as approved in writing by the CST.

19.0 Joint Venture Requirements

The City of Laredo allows joint ventures. Submittal of a joint venture proposal is at the discretion of the providers. A joint venture is considered the prime providers. All joint venture parties must be clearly identified.

A single project manager must be identified on the Project Team Composition (PTC) form to represent the joint venture. The project manager must be an employee of one of the joint venture firms (the prime provider).

All joint venture parties will be required to sign the contract and take equal 100% responsibility for the contract. Refer to Prime Provider Certification Statements section for additional requirements.

20.0 E-Verify Certification

In order to comply with Executive Order RP-80, the provider must certify that for all contracts for services, the provider will, to the extent permitted by law, utilize the U.S. Department of Homeland Security's E-verify system to determine the eligibility of:

1. All persons employed by the provider during the term of the contract to perform duties within the State of Texas; and
2. All persons, including subcontractors, assigned by the provider to perform work pursuant to the contract.

Information on E-Verify can be found at the following link: <http://www.uscis.gov/e-verify>

21.0 Disadvantaged Business Enterprise (DBE) Goal:

It is anticipated this contract will include federal funds. The assigned DBE goal for participation in the work to be performed under this contract is 0.00% of the contract amount.

22.0 Special Accommodations

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Leticia Benavides at lbenavides@ci.laredo.tx.us, using the standard subject line:

Special Accommodations, RFQ River Vega Hike and Bike.

To request special accommodations pursuant to the Language Assistance Plan (LAP), for those with limited English proficiency who need the RFQ or other information translated into another language please notify the contact shown below.

Leticia Benavides at lbenavides@ci.laredo.tx.us, using the standard subject line: Language Assistance Request, RFQ River Vega Hike and Bike.

23.0 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 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.

24.0 Questions about this Solicitation:

All questions or clarification regarding this RFQ proposal request must be submitted to in writing to the City of Laredo Purchasing Department, or through Cit-E-Bid Questions Tab, due date on May 29th, 2020 at 12:00 p.m. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Purchasing

5512 Thomas Ave.

Laredo, Texas 78041

(956) 790-1800

Each question, along with the City's response will be provided in writing to all prospective providers and included as an addendum to the RFQ document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party. The deadline for submitting questions regarding this Solicitation is 12:00 p.m. CT, on Friday May 29th, 2020.

25.0 Procedures for submitting qualifications

Electronically Delivered:

City of Laredo – CIT-E-BID

<https://cityoflaredo.ionwave.net/>

Hand Delivered:

City of Laredo –City Secretary

C/O Jose A. Valdez, Jr.

City Hall – Third Floor

1110 Houston

Laredo, Texas 78040

Qualifications must be received no later than 5:00 p.m. at the Office of the City Secretary on June 4th, 2020.

MANUAL BID DROP-OFF PROCEDURES NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

- 1. Please make sure that the bid is in a sealed envelope marked with the following: • Name of Bid • Name of Company submitting Bid • Address of Company submitting Bid**
- 2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.**
- 3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to timestamp the envelope, make a copy of it and bring it back to you.**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Submit one (1) original copy of the qualifications. The qualifications are to be bound and sealed. Qualifications must be clearly identified as:

Request for Qualifications: RIO GRANDE VEGA MULTI-USE BICYCLE & PEDESTRIAN TRAIL PROJECT

RFQ FY20-034 (CSJ-0922-33-177)

26.0 Disposition of submittals / Texas Public Information Act Adherence

All submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).

27.0 Required Forms and Contents of RFQ Submission

For an RFQ to be considered it must contain the following information:

CHECKLIST

Tab A - Company Information Questionnaire

Tab B - Conflict of Interest Disclosure

Tab C - Non-Collusive Affidavit

Tab D – Discretionary Contracts Disclosure

Tab E – Certificate of Interested Parties (Form 1295)

Supplier Notes: _____

Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

July 16, 2020

Mr. John Porter
City of Laredo Environmental Services Department
619 Reynolds St
Laredo, Tx 78040

RE: Concurrence of Consultant Selection
Project: Chacon Creek Hike & Bike Trail Phase 3
CSJ: 0922-33-149 (ROW CSJ: 0922-33-150)
County: Webb

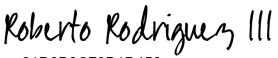
Dear Mr. Porter:

We have reviewed your procurement process for the professional services contract for the subject project and we concur with your selection. The City of Laredo is authorized to proceed with the development of a contract and negotiations with the prime provider, Crane Engineering.

We recommend that you coordinate with the TxDOT District office to develop the scope of work for this contract. A satisfactory contract negotiation at a fair and reasonable price should be reached in a timely manner. Once negotiations are completed, the City of Laredo will be required to submit the draft contract to TxDOT Laredo District for final review and approval. A thorough review of the scope of services, fee schedule and maximum amount payable will ensure that all terms of the Advance Funding Agreement are met. TxDOT will notify you once approval to execute the contract is granted.

If you have any questions, please call me at 956-712-7435.

Sincerely,

DocuSigned by:

61D8B8C79B1D452...
Roberto Rodriguez III, P.E.
Planning Supervisor

CC: Ramon Chavez, P.E., City Engineer, City of Laredo
Humberto "Tito" Gonzalez, Director of TP&D, TxDOT
Ana Duncan, P.E., Project Manager TxDOT
Janece Marquez, Contract Specialist, TxDOT

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Jose F. Castillo, Acting Finance Director

SUBJECT

Authorizing the City Manager to award a three (3) year Professional Service Contract to the best value applicant, BBVA Bank, for depository banking services for fiscal years 2021 through 2023 at a net estimated cost of \$385,330.00. The contract has an additional two (2) year extension option.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On August 20, 2018, City Council approved a renewal option for two additional year to BBVA Bank. The total term of the contract with the approved extension was five (5) year.

BACKGROUND

The Charter of the City of Laredo section 6.14 requires that the City designate a primary bank to provide depository and specific bank services. The Charter requires that the designation of the banking institution be made to the lowest proposer cost for those services or lowest compensating balance, or combination of both as is determined to be in the best interest of the City. The contact shall not exceed a period of five (5) years. Current contract is scheduled to expire on September 30, 2020. The new contract will include the option to extend the term of the contract for two additional years. BBVA has been the designated depository bank for the City for the last five years.

Banking institutions submitting a response to the Request for Applications include the following:

Bank	Est. Fees 3 Yrs	Earnings Credit	Final Est. 3 Yrs Fees
BBVA Compass Bank	\$459,652	(\$74,322)	\$385,330
Vantage Bank	\$365,098	(\$73,579)	\$291,519

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year: 2021
Budgeted Y/N?: Y
Source of Funds: Various Fund
Account #: Various Accounts
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

The cost of the contract will be allocated to the bank services fees account for various funds starting with fiscal year 2021.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Robert A. Eads, City Manager; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to ratify the issuance of an emergency purchase order authorized by City Manager in the amount not to exceed \$123,500.00 to ViralClean Solution LLC, Hebronville, TX for the purchase and installation of 13 disinfecting aluminum tunnels. These disinfecting systems will be located outside the entrance of various city building locations. Funding of this contract is available through General Fund; expenses are eligible for 100% reimbursement from CARES Act.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Consideration to ratify the issuance of an emergency purchase order by City Manager in the amount not to exceed \$123,500.00 to ViralClean Solution LLC, Hebronville, TX for the purchase and installation of 13 disinfecting aluminum tunnels that will be located outside the entrance of each location. This system provides an additional layer of protection for people entering public spaces by spraying the disinfecting chemical and reducing the possible spread of diseases. They offer 2 chemicals for this tunnel that kill Covid-19 and 150 other viruses. This sole source system is apart from anything else on the market, the chemicals used are entirely safe for human, animal skin, eyes and lungs making it safe. Funding of this contract is available through General Fund; expenses are eligible for reimbursement from CARES Act.

All thirteen aluminum tunnel systems includes:

Solution 65 gallons, pump, barrel, sensors on/off
Set-up and electrical installation if required.

The price breakdown is as follows:

Description	Number of Units	Cost per unit	Total Ext. Cost
-------------	-----------------	---------------	-----------------

City Hall	2	\$9,500.00	\$19,000.00
City Hall Annex	1	\$9,500.00	\$ 9,500.00
Airport	1	\$9,500.00	\$ 9,500.00
Fire Administration Building	1	\$9,500.00	\$ 9,500.00
Sames Auto Arena	1	\$9,500.00	\$ 9,500.00
Max Mandel Golf Course	1	\$9,500.00	\$ 9,500.00
Unitrade	1	\$9,500.00	\$ 9,500.00
Parks Administration	1	\$9,500.00	\$ 9,500.00
Public Works	1	\$9,500.00	\$ 9,500.00
Municipal Court	1	\$9,500.00	\$ 9,500.00
Health Department	2	\$9,500.00	\$19,000.00
Grand Total			\$123,500.00

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends for this motion to be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: y
Source of Funds: CARES Grant
Account #: 101-9810-594-7360
Change Order: Exceeds 25% Y/N: n/a

FINANCIAL IMPACT:

Funding is available in 101-9810-594-7360.

Attachments

Quote/Proposal
Sole Source Affidavit
Spec Sheet 1
Spec Sheet 2

VIRAL CLEAN SOLUTIONS, LLC

410 WEST HARALD STREET
HEBBRONVILLE, TEXAS 78361

Phone: (361) 231-1010

viralcleantx@gmail.com

INVOICE FINAL TOTAL HAS BEEN AGREED UPON.

INVOICE #	DATE
1	6/30/2020

INVOICE TO

CITY OF LAREDO/ATTENTION B. Martinez
PURCHASING DIVISION
5512 THOMAS AVENUE
LAREDO, TEXAS 78041
956-794-1737
bmartinez2@ci.laredo.tx.us

CUSTOMER ID	TERMS
EIN 85-1537437	

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Viral Clean Solutions disinfectant tunnel (City Hall)	2	9,500.00	19,000.00
Viral Clean Solutions disinfectant tunnel (City Hall Annex)	1	9,500.00	9,500.00
Viral Clean Solutions disinfectant tunnel (International Airport)	1	9,500.00	9,500.00
Viral Clean Solutions disinfectant tunnel (Fire Administration Building)	1	9,500.00	9,500.00
Viral Clean Solutions disinfectant tunnel (Sames Auto Arena)	1	9,500.00	9,500.00
Viral Clean Solutions disinfectant tunnel (Max Mandel Golf Course)	1	9,500.00	9,500.00
Viral Clean Solutions disinfectant tunnel (Unitrade)	1	9,500.00	9,500.00
Viral Clean Solutions disinfectant tunnel (Parks Administration)	1	9,500.00	9,500.00
Viral Clean Solutions disinfectant tunnel (Public Works)	1	9,500.00	9,500.00
Viral Clean Solutions disinfectant tunnel (Municipal Court)	1	9,500.00	9,500.00
Viral Clean Solutions disinfectant tunnel (Health Dept)	2	9,500.00	19,000.00
All thirteen aluminum tunnel systems includes:			-
Solution 65 gallons, pump, barrel, sensors on/off			-
Set-up and electrical installation if required.			-
(The total price does not include Tax) if required include tax.	13		-

Thank you for your business!

SUBTOTAL	123,500.00
TAX NOT INCLUDED	
TAX	-
TOTAL	\$ 123,500.00

If you have any questions about this quote, please contact
VIRALCLEANSOLUTIONS LLC, 361-231-1010, viralcleantx@gmail.com



INVOICE TEMPLATES BY VERTEX42.COM

<https://www.vertex42.com/ExcelTemplates/invoice-templates.html>

About Vertex42

Vertex42.com provides over 300 professionally designed spreadsheet templates for business, home, and education - most of which are free to download. Their collection includes a variety of calendars, planners, and schedules as well as personal finance spreadsheets for budgeting, debt reduction, and loan amortization.

Businesses will find invoices, time sheets, inventory trackers, financial statements, and project planning templates. Teachers and students will find resources such as class schedules, grade books, and attendance sheets. Organize your family life with meal planners, checklists, and exercise logs. Each template is thoroughly researched, refined, and improved over time through feedback from thousands of users.

SOLE SOURCE AFFIDAVIT

Compliance with Texas Education Code 44.031 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

1. My name is (Print Name) Ruben GARZA JR.
 I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
 I am authorized to sign contracts for the following company or firm:

Company: VIRAL CLEAN SOLUTIONS, LLC
 Address: 410 West HAROLD Street
 City, State, Zip Code: HEBBRONVILLE, TEXAS 78361
 Telephone Number: (361) 231-1010
 Fax Number: () _____
 E-mail Address: VIRALCLEANTX@gmail.com

2. The above named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:

SOLUTIONS
X 100
W 200

3. Competition in providing the above named item(s) is precluded due to:

- A patent
- A copyright
- A secret process PROPRIETARY
- A monopoly
- It is a film
- It is a manuscript
- It is a book
- It is a utility service, including electricity, gas, or water
- It is a captive replacement part or component for equipment

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.

[Signature]
 Signature of Authorized Official

President
 Title of Authorized Official

July 01, 20
 Date

NOTARY USE ONLY

Subscribed and Sworn to before me this 1st day of July 2020, State of Texas, County of webb.

[Signature]
 Signature of Applicant

[Signature]
 Signature of Notary Public

COM USE ONLY

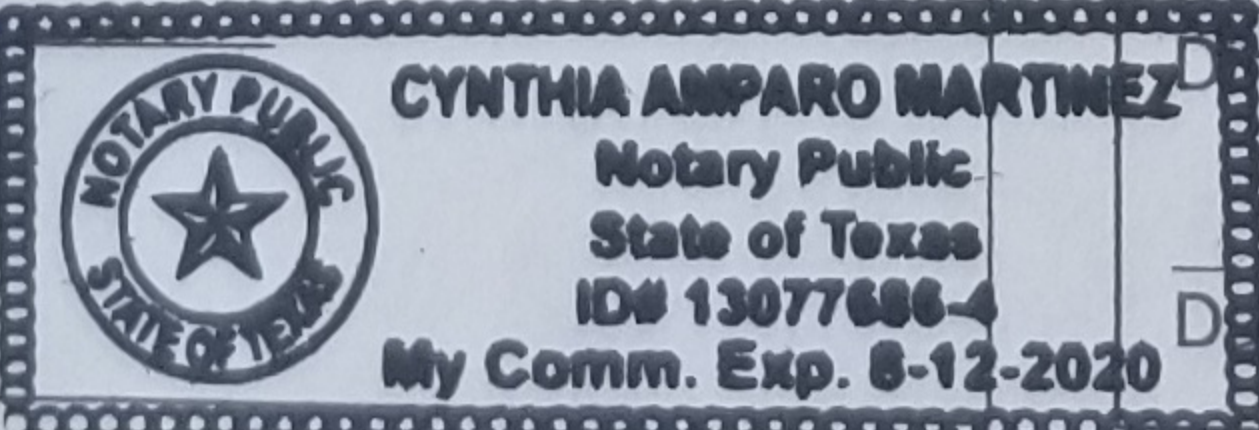
Datatel ID Number: _____

Approved _____

Not Approved Return to Using _____
 Department

 Director of Purchasing Signature

 Date



Issue Date 1-Apr-2015

Revision Date 14-Jun-2018

1. IDENTIFICATION

Product identifier**Product Name****Use Solution Wex-Cide 128****Other means of identification****Product Code****Registration Number(s)****Recommended use of the chemical and restrictions on use****Recommended Use**

Hard Surface Disinfectant Cleaner. Do not dilute.

Details of the supplier of the safety data sheet**Manufacturer Address**325 Leffingwell Avenue
Kirkwood, MO 63122**Emergency telephone number****Company Phone Number**

314-966-4134

US Toll-free: 800-506-1146

Emergency Telephone

Chemtrec 24-Hour U.S. Number: (800) 424-9300

2. HAZARDS IDENTIFICATION

Classification**OSHA Regulatory Status (29CFR1910,1200): Not Hazardous**

Acute toxicity - Oral	Not classified Oral LD ₅₀ (rat) > 5 g/kg body weight
Acute toxicity - Dermal	Not classified Dermal LD ₅₀ (rabbit) > 5 g/kg body weight
Acute toxicity - Inhalation (Vapors)	Not classified LC ₅₀ > 2.04 mg/L
Serious eye damage/eye irritation	Mildly irritating
Skin sensitization	Not a skin sensitizer

3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance

Chemical Name	CAS No.	Weight-%
Hexylene glycol	107-41-5	1
Isopropyl alcohol	67-63-0	1
O-Phenylphenol	90-43-7	0.026
Ortho-benzyl-para-chlorophenol	120-32-1	0.023

4. FIRST AID MEASURES

Description of first aid measures**Eye contact**

Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.

Skin contact

Wash skin with soap and water.

Inhalation

Remove to fresh air.

Ingestion None under normal use conditions.

Most important symptoms and effects, both acute and delayed

Symptoms None known.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treatments should be based on observed signs /symptoms of distress in the patient. The possibility of overexposure to materials other than this product should be considered.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable extinguishing media Caution: Use of water spray when fighting fire may be inefficient.

Specific hazards arising from the chemical

No information available.

Explosion data

Sensitivity to Mechanical Impact None.

Sensitivity to Static Discharge None.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions No special precautions are needed in handling this material.

Environmental precautions

Environmental precautions See Section 12 for additional ecological information.

Methods and material for containment and cleaning up

Methods for containment Large (industrial) release: Before attempting clean up, refer to hazard data given.

Methods for cleaning up Pick up and transfer to properly labeled containers.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep container closed. Store only in original container.

Incompatible materials None known based on information supplied.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Hexylene glycol 107-41-5	Ceiling: 25 ppm	(vacated) Ceiling: 25 ppm (vacated) Ceiling: 125 mg/m ³	Ceiling: 25 ppm Ceiling: 125 mg/m ³
Isopropyl alcohol 67-63-0	STEL: 400 ppm TWA: 200 ppm	TWA: 400 ppm TWA: 980 mg/m ³ (vacated) TWA: 400 ppm (vacated) TWA: 980 mg/m ³ (vacated) STEL: 500 ppm (vacated) STEL: 1225 mg/m ³	IDLH: 2000 ppm TWA: 400 ppm TWA: 980 mg/m ³ STEL: 500 ppm STEL: 1225 mg/m ³

Appropriate engineering controls

Engineering Controls None under normal use conditions.

Individual protection measures, such as personal protective equipment

Eye/face protection No special technical protective measures are necessary.

Skin and body protection No special technical protective measures are necessary.

Respiratory protection No protective equipment is needed under normal use conditions.

General Hygiene Considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	Liquid
Appearance	Clear to slightly cloudy transparent liquid
Color	Clear to slightly cloudy transparent liquid
Odor	Light citrus
Odor threshold	No information available

<u>Property</u>	<u>Values</u>
pH	2.50 - 2.90
Melting point/freezing point	No information available
Boiling point / boiling range	No information available
Flash point	None to boiling
Vapor density	No information available
Specific Gravity	1.010
Water solubility	Complete (100%)

10. STABILITY AND REACTIVITY

Reactivity

Not reactive under normal conditions

Chemical stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to avoid

Extremes of temperature.

Incompatible materials

None known based on information supplied.

Hazardous Decomposition Products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Product Information	Product does not present an acute toxicity hazard based on known or supplied information
Inhalation	No known effect.
Eye contact	Mildly irritating to the eyes.
Skin contact	No known hazard in contact with skin.
Ingestion	No data available.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Sensitization	Not a contact sensitizer (U.S. EPA Health Effects Test Guidelines, OPPTS 870.2600).
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12. ECOLOGICAL INFORMATION

Ecotoxicity

No data currently available

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Disposal of wastes	Disposal should be in accordance with applicable regional, national and local laws and regulations.
Contaminated packaging	Do not reuse container.

Chemical Name	RCRA	RCRA - Basis for Listing	RCRA - D Series Wastes	RCRA - U Series Wastes
O-phenylphenol 90-43-7	-	Included in waste stream: K060	-	-

Chemical Name	California Hazardous Waste Status
Isopropyl alcohol 67-63-0	Toxic Ignitable

14. TRANSPORT INFORMATION

<u>DOT</u>	Not regulated
<u>IATA</u>	Not regulated
<u>IMDG</u>	Not regulated

15. REGULATORY INFORMATION

International Inventories

TSCA	Complies
DSL/NDSL	Complies
IECSC	Complies

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
IECSC - China Inventory of Existing Chemical Substances

US Federal Regulations**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical Name	SARA 313 - Threshold Values %
Isopropyl alcohol - 67-63-0	1

SARA 311/312 Hazard Categories

Acute health hazard	No
Chronic Health Hazard	No
Fire hazard	No
Sudden release of pressure hazard	No
Reactive Hazard	No

CWA (Clean Water Act)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

US State Regulations**California Proposition 65**

This product contains the following Proposition 65 chemicals
Ortho-phenylphenol – 90-43-7

U.S. State Right-to-Know Regulations**U.S. EPA Label Information**

EPA Pesticide Registration Number 34810-21

16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION

<u>NFPA</u>	Health hazards 0	Flammability 0	Instability 0	Physical and Chemical Properties -
<u>HMIS</u>	Health hazards 0	Flammability 0	Physical hazards 0	Personal protection X

Issue Date 1-Apr-2015
Revision Date 14-June-2018

Revision Note

No information available

Disclaimer

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

Date 13-Nov-2018

Rev 3

1. IDENTIFICATION

Product identifier**Product Name** CleanCide Ready to Use Disinfectant**Other means of identification****Product Code** 34810-35**Synonyms** None**Recommended use of the chemical and restrictions on use****Recommended Use** Hard Surface Disinfecting Cleaner. Do not dilute.**Details of the supplier of the safety data sheet****Manufacturer Address**325 Leffingwell Avenue
Kirkwood, MO 63122**Emergency telephone number****Company Phone Number** 314-966-4134

US Toll-free: 800-506-1146

Emergency Telephone

Chemtrec 24-Hour U.S. Number: (800) 424-9300

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status (29CFR1910,1200): Not Hazardous

Acute toxicity - Oral	Not classified Oral LD ₅₀ (rat) > 5 g/kg body weight
Acute toxicity - Dermal	Not classified Dermal LD ₅₀ (rabbit) > 5 g/kg body weight
Acute toxicity - Inhalation (Vapors)	Not classified LC ₅₀ > 2.04 mg/L
Eye effects	Mildly irritating
Skin sensitization	Not a skin sensitizer

3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance

Chemical Name	CAS No.	Weight-%
Citric Acid	77-92-9	0.6

4. FIRST AID MEASURES

Description of first aid measures

Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin contact	Wash skin with soap and water.
Inhalation	Remove to fresh air.
Ingestion	None under normal use conditions.

Most important symptoms and effects, both acute and delayed

Symptoms None known.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treatments should be based on observed signs /symptoms of distress in the patient. The possibility of overexposure to materials other than this product should be considered.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable extinguishing media Caution: Use of water spray when fighting fire may be inefficient.

Specific hazards arising from the chemical

No information available.

Explosion data

Sensitivity to Mechanical Impact None.

Sensitivity to Static Discharge None.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions No special precautions are needed in handling this material.

Environmental precautions

Environmental precautions See Section 12 for additional ecological information.

Methods and material for containment and cleaning up

Methods for containment Large (industrial) release: Before attempting clean up. Refer to hazard data given.

Methods for cleaning up Pick up and transfer to properly labeled containers.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep container closed.

Incompatible materials None known based on information supplied.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering Controls None under normal use conditions.

Individual protection measures, such as personal protective equipment

Eye/face protection No special technical protective measures are necessary.

Skin and body protection No special technical protective measures are necessary.

Respiratory protection No protective equipment is needed under normal use conditions.

General Hygiene Considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	Liquid
Appearance	Clear transparent liquid
Color	Clear transparent liquid
Odor	Light citrus
Odor threshold	No information available

<u>Property</u>	<u>Values</u>
pH	2.00 - 2.3
Melting point/freezing point	No information available
Boiling point / boiling range	No information available
Flash point	None to boiling
Vapor density	No information available
Specific Gravity	1.010
Water solubility	Complete (100%)

10. STABILITY AND REACTIVITY

Reactivity

Not reactive under normal conditions

Chemical stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to avoid

Extremes of temperature.

Incompatible materials

None known based on information supplied.

Hazardous Decomposition Products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Product Information	Product does not present an acute toxicity hazard based on known or supplied information
Inhalation	No known effect.
Eye contact	Mildly irritating to the eyes.
Skin contact	No known hazard in contact with skin.
Ingestion	No data available.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Sensitization	Not a contact sensitizer (U.S. EPA Health Effects Test Guidelines, OPPTS 870.2600).
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12. ECOLOGICAL INFORMATION

Ecotoxicity

No data currently available

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Disposal of wastes	Disposal should be in accordance with applicable regional, national and local laws and regulations.
Contaminated packaging	Do not reuse container.

14. TRANSPORT INFORMATION

<u>DOT</u>	Not regulated
<u>IATA</u>	Not regulated
<u>IMDG</u>	Not regulated

15. REGULATORY INFORMATION

International Inventories

TSCA	Complies
DSL/NDSL	Complies
IECSC	Complies

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
IECSC - China Inventory of Existing Chemical Substances

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

SARA 311/312 Hazard Categories

Acute health hazard	No
Chronic Health Hazard	No
Fire hazard	No
Sudden release of pressure hazard	No
Reactive Hazard	No

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals

U.S. State Right-to-Know Regulations

N/A

U.S. EPA Label Information

EPA Pesticide Registration Number 34810-35

16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION

<u>NFPA</u>	Health hazards 0	Flammability 0	Instability 0	Physical and Chemical Properties -
<u>HMIS</u>	Health hazards 0	Flammability 0	Physical hazards 0	Personal protection X

Issue Date 19-Mar-2015
Revision Date 13-Nov-2018

Disclaimer

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Chief Ramiro R. Elizondo Jr, Interim Fire Chief; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to ratify the issuance of an emergency purchase order, authorized by City Manager, in the amount not to exceed \$73,264.67.00 to Doggett Freightliner of South Laredo Fire, Laredo, TX. This was issued for the emergency repair services of an Ambulance unit for the City of Laredo Fire Department. This unit was being used to respond to COVID-19 calls. Unit broke down and repairs include full engine replacement. This unit needs to get back on duty to continue providing services for the COVID-19 calls as cases continue to rise. Funding is available in Fire Department General Fund.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Consideration to ratify the issuance of an emergency change order by City Manager in the amount not to exceed \$73,264.67.00 to Doggett Freightliner of South Laredo Fire, Laredo, TX for repair services of an Ambulance Unit for the City of Laredo Fire Department. This unit was being used to respond to Covid-19 calls. Unit broke down and repairs include full engine replacement. This unit needs to get back on duty to continue providing services for the Covid-19 calls as cases continue to rise. Funding is available in Fire Department General Funds.

The City of Laredo Fire Department is formally requesting the repair services for a current ambulance unit to continue providing immediate emergency response to Covid-19 calls. Emergency change order for PO #329797 was issued on 6/22/2020, to repair unit whose engine currently broke down and was out of service. The unit needs a full engine replacement and repairs to continue providing services in emergency situations for the Covid-19 pandemic as cases continue to rise.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends for this motion to be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: General Funds
Account #: 101-2415-523-2035
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding for this contract is available in General Fund.

Attachments

City Manager Memorandum
Quote



CITY OF LAREDO
FIRE DEPARTMENT

MEMORANDUM

TO: Robert A. Eads, City Manager
Rosario Cabello, Deputy City Manager

FROM: Ramiro Elizondo, Interim Fire Chief / EMC *RRE*

DATE: June 16, 2020

SUBJECT: Repair Service on Fire Department Ambulance

I respectfully request your authorization on the repair of a Fire Department Ambulance. The repair amount will be \$73,264.37 from vendor Doggett Freightliner of South Laredo for a full engine replacement. The original quote was for \$42,792.98. After further assessments, Doggett Freightliner discovered that quote represented an incorrect engine for ambulance.

Fire Finance Staff has initiated a change order increase for an amended cost of \$73,264.67, fuel savings have been approved to offset the difference. This is an urgent matter and an emergency repair approval is needed. A Motion will be submitted for the July 27, 2020 City Council meeting to be formally approved.

Your support and authorization is respectfully requested.

✓ Approved *Ramiro Elizondo*
Robert A. Eads
City Manager

_____ Denied
Robert A. Eads,
City Manager

✓ Approved *RCC*
Rosario Cabello,
Deputy City Manager

_____ Denied
Rosario Cabello,
Deputy City Manager

(Billing Address)
DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC
 PO BOX 670688
 HOUSTON, TX 77267
 (956)-723-7473
Service Estimate



(Physical Address)
DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC
 12002 FM 1472
 LAREDO, TX 78045
 (956)-723-7473

Bill-To Customer 14430

Owner 14430

Service Estimate

CITY OF LAREDO
 204566-050
 ATTN TREAS OR COMPTROLLER
 PO BOX 210
 LAREDO, TX 780420210

CITY OF LAREDO
 1102 BOB BULLOCK LOOP
 PO BOX 210
 LAREDO, TX 78042

E102011545

P.O. Number

(956) 791-7325

Make: TERRASTA Model: TERRASTAR Inserv:
 V.I.N: 1HTJSSKK1FH114157
 Vehicle ID # 240622 Fleet # 293
 JEID: 7444555 2:09:29 pm

Invoice Date

TAG# 1547

Date In	Date In Service	Mileage	Date Out	Bill Type	Terms	Writer	Reviewer
04/02/2020		157,658	04/02/2020	SR-PRO	CHG	9198	

Estimate Operations

SR-PRO	Job#1 A101000	Generic Repair					
Condition	** ENGINE OIL PRESSURE - SPN(100) - FMI(1) ** ENGINE SWAP						
Correction							
Qty	Item	Description	Tech	Price	Extended		
		LABOR TO PERFORM REPAIRS			10,001.10		
2	102F/23-13202-000	SEAL-MINI STAT-O-SEAL PLUS 8		2.29	4.58		
2	102F/23-13205-000	SEAL-MINI STAT-O-SEAL PLUS 12		2.42	4.84		
5	102X/BW R134AJC	SOLD PER LB. [SHOP], R134A		4.63	23.15		
12	102D/SLO 500010047	OIL, ROTELLA T5 10W-30, CK-4 B		12.75	153.00		
1	DEP	MISC SUPPLIES		10,000.00	10,000.00		
1	FRT	ISB Conversion kit		51,750.00	51,750.00		
1	FRT	FREIGHT CHARGES		1,000.00	1,000.00		
1	DEP	5 year warranty or 100k miles		0.00	0.00		
Total Job#1		Total Labor	10,001.10	Total Parts	62,935.57	Total	72,936.67

IN THE EVENT THAT THE WORK REFLECTED ON THIS REPAIR ORDER IS CLAIMED TO BE WARRANTY WORK, THE CUSTOMER SHALL REMAIN LIABLE FOR THE AMOUNT DUE UNTIL SUCH WARRANTY WORK IS PAID FOR BY THE MANUFACTURER.

CUSTOMER APPROVES ANY ADDITIONAL WARRANTY WORK DEEMED NECESSARY BY SERVICE MANAGER.

Labor:	10,001.10
Parts	185.57
Sublet:	0.00
Misc. Charges	62,750.00
Admin. Fee	29.00
Shop Environmental Fee:	299.00
Taxes:	0.00

Total: 73,264.67

Please Remit Payment to:
 Probilling
 Make Checks Payable to Vendor &
 Remit to-
 PO Box 2222
 Decatur, AL 35609-2222

Customer Signature **X** _____

204566-050



Doggett Freightliner of South Texas, LLC.
 DBA: SelecTrucks of San Antonio
 8700 IH 10 East Bldg.#1
 Converse, TX 78109



Doggett Freightliner of South Texas, LLC.
 12002 FM 1472
 Laredo, TX 78045
 (956) 723 - 7473

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Chief Ramiro R. Elizondo Jr, Interim Fire Chief; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to ratify the issuance of an emergency purchase order, authorized by City Manager, in the amount not to exceed \$227,348.00 to Siddons Martin Emergency Group, Denton, TX. This was for the purchase of a Type I Ambulance for the City of Laredo Fire Department. This purchase was done utilizing Houston-Galveston Area Council Cooperative contract HGAC AM10-18. This unit is being used solely for immediate response to COVID-19 related calls as cases continue to rise. Funding of this contract is available through General Fund; expenses are eligible for 100% reimbursement from CARES Act.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo Fire Department is formally requesting the purchase of a Type I Ambulance to continue providing immediate emergency response to Covid-19 calls. Emergency PO # 332582 was issued on 7/1/2020, to replace a unit whose engine currently broke down and is out of service. The unit being purchased is a Dodge 4500 ambulance unit and will solely be used for Covid-19 calls. This purchase will be obtained using Houston-Galveston Area Council Cooperative pricing under contract HGAC AM10-18. The proposal and specifications for this unit purchase are attached for your reference.

The price breakdown is as follows:

Description	Amount
WSCTK No.502173-4, Dodge 4500	\$220,048.00
Ext.Chassis Warranty	\$ 6,300.00
HGAC AM10-18 Fee	\$ 1,000.00
Grand Total	\$227,348.00

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends for this motion to be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: General Funds
Account #: Multiple Accounts
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding of this contract is available through General Funds; expense are eligible for reimbursement from CARES Act.

Account numbers :101-9810-595-9004 and 101-2410-522-2035.

Attachments

City Manager's Memorandum
Quote



CITY OF LAREDO

FIRE DEPARTMENT

MEMORANDUM



TO: Robert A. Eads, City Manager
Rosario Cabello, Deputy City Manager

FROM: Ramiro Elizondo, Interim Fire Chief *RRE*

DATE: June 29, 2020

SUBJECT: Purchase of New COVID-19 Ambulance

The ongoing COVID-19 surge has changed our EMS response protocol. Currently, our EMS fleet is being affected and depleted due to mechanical difficulties and reserve ambulance units that are not capable of meeting these responses. I respectfully request your authorization to purchase a new ambulance dedicated solely to emergency COVID-19 responses.

Funds will be acquired through CARES ACT funding. The proposal submitted is for a total amount of \$227,348.00 through Siddons Martin Emergency Group and they are providing HGAC-AM10 -18 Government Pricing.

This is an urgent matter and approval is needed so that our Purchasing Department may issue a purchase order for the amount mentioned. Fire Department will include Council Communication Motion for budget ratification on the July 27, 2020 meeting.

Approved:

[Signature]

Robert A. Eads, City Manager

[Signature]

Rosario Cabello, Deputy City Manager

*Verbal approval
By RAE on
7/1/2020*

Denied:

Robert A. Eads, City Manager

Rosario Cabello, Deputy City Manager

Siddons-Martin Emergency Group

Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

June 24, 2020

Hector Cisneros, EMS Captain
Laredo Fire Department
616 East Del Mar
Laredo TX 7045

Proposal for Type 1 Wheeled Coach Stock

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Laredo Fire Department. The unit will comply with the specifications attached and made a part of this proposal. Unless otherwise specified, delivery and training are included FOB Laredo Fire Department.

Description	Amount
WCSTK, No. 502173-4, Dodge 4500 Ambulance Dodge Price guaranteed for 30 days. Delivery within 1-2 months of order date.	
	Vehicle Price \$ 220,048.00
	Ext Chassis Warranty \$ 6,300.00
	SUB TOTAL \$ 226,348.00
	HGAC AM10-18 \$ 1,000.00
	TOTAL \$ 227,348.00

Additional. This is a stock unit and is subject to availability. This unit is on a first come first serve basis.

Delivery of this unit is based on estimation completion of 8/5/2020. If there are any unforeseen circumstances that arise, that will delay delivery of the unit.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Travis Tatsch
Siddons-Martin Emergency Group, LLC
Proposal 305093.3

I, Ramiro R. Elizondo, the authorized representative of Laredo Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Ramiro R. Elizondo 6-26-2020
Signature & Date

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pecador,
Purchasing Agent

SUBJECT

Consideration to award contract FY20-062 to provide car wash services to the following vendors:

1. (Section I: Full Service Car Wash) - Power Car Wash and Detail, Laredo, Texas in an amount of up to \$20,000.00 (Primary Vendor);
2. (Section II: Exterior Car Wash Services) - Dale Shine Xpress Car Wash, Laredo, Texas in an amount of up to \$20,000.00 (Primary Vendor);
3. (Section II: Exterior Car Wash Services) - Royal Laser Wash, Laredo, Texas in an amount of up to \$15,000.00 (Secondary Vendor);
4. (Section II: Exterior Car Wash Services) - Power Car Wash and Detail, Laredo, Texas in an amount of up to \$15,000.00 (Secondary Vendor).

The term of the contract shall be for period of one (1) year with an opportunity to renew for three (3) additional one (1) year periods and is subject to future appropriations. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received four (4) bids through Cit-E-Bid for the purchase of car wash services for the Fleet Department. A recommendation is being presented to City Council that contracts be awarded to Power Car Wash and Detail, Dale Shine Xpress Car Wash, and Royal Laser Wash.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the

expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary:

Section I: Full Service Car Wash	
Power Car Wash & Detail (Primary Vendor)	Unit Cost/Per Vehicle
Passenger Vehicle	\$ 12.00
Truck/Passenger Van	\$ 14.00
1-1 Ton Trucks W/Booms, & Racks	\$ 30.00
Sedans - Ton Trucks	\$ 100.00
Section II: Exterior Car Wash Services	
Dale Shine Xpress Car Wash (Primary Vendor)	Unit Cost/Per Vehicle
Passenger Vehicle Car	\$ 6.00
Truck/Passenger Van	\$ 6.00
Power Car Wash & Detail (Secondary Vendor)	Unit Cost/Per Vehicle
Passenger Vehicle Car	\$ 6.00
Truck/Passenger Van	\$ 7.00
Royal Laser Wash (Secondary Vendor)	Unit Cost/Per Vehicle
Passenger Vehicle Car	\$ 6.95
Truck/Passenger Van	\$ 6.95

A Complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 593-2810-533-2080
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY20-062 Contracts
Bid Tab FY20-062



FY20-062

**Power Car Wash and Detail
Supplier Response**

Event Information

Number: FY20-062
Title: Car Wash Services - Fleet Department
Type: Request For Bid
Issue Date: 5/18/2020
Deadline: 6/10/2020 05:00 PM (CT)
Notes:

**MANUAL BID DROP-OFF
PROCEDURES**

NOTE: Manual Bids will only be accepted the

first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid

1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

***City Secretary's
Office***

Contact Information

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

Power Car Wash and Detail Information

Contact: Oscar Mario Hinojosa
Address: 3019 San Dario
Laredo, TX 78040
Phone: (956) 725-0288
Email: carmenliliacriv@hotmail.com

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

Zulema Ortiz for Carmen Lilia Canturosas Hinojosa
Signature

carmenliliacriv@hotmail.com
Email

Submitted at 6/9/2020 10:25:00 AM

Bid Attributes

1 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

2 Name of Offeror (Business)

Power Car Wash and Detail

3 Print Name of person authorized to sign bid

Oscar Mario Hinojosa Carmen Lilia Canturosas H

4 Title

Owner

5 Business Address

3019 San Dario

6 City, State, Zip Code

Laredo, Tx 78041

7 Telephone Number

(956) 725-0288

8 Federal Tax ID Number

3-20158 8253 6

9 Bidders Principal/Corporate Place of Business Address

3019 San Dario, Laredo, Tx. 78041

1 0	Indicated Status of Business <input type="text" value="Corporation"/>
1 1	If other state business status <input type="text" value="n/a"/>
1 2	State how long under its present business name <input type="text" value="15 years"/>
1 3	If applicable, list all other names under which the Business identified above operated in the last five years <input type="text" value="n/a"/>
1 4	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? <input type="text" value="Yes"/>
1 5	Question #1 Has the business, or any officer or partner thereof, failed to complete a contract? <input type="text" value="Yes"/>
1 6	Question 2 Is any litigation pending against the Business? <input type="text" value="No"/>
1 7	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? <input type="text" value="No"/>
1 8	Question #4 If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms. <input type="text" value="No response"/>
1 9	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? <input type="text" value="No"/>
2 0	Question #6 Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? <input type="text" value="No"/>
2 1	Question #7 Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? <input type="text" value="No"/>

2 2	Question #8 Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <input type="text" value="No"/>
2 3	Question #9 Is the Business in arrears in any contract or debt? <input type="text" value="No"/>
2 4	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <input type="text" value="No"/>
2 5	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input type="text" value="No"/>
2 6	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
2 7	Historically Underutilized Business (HUB) <input type="text" value="No"/>
2 8	Small Disadvantaged Business Enterprise (SDBC) <input type="text" value="No"/>
2 9	Disadvantaged Business Enterprise (DBE) <input type="text" value="No"/>
3 0	Other: Please specify <input type="text" value="No response"/>
3 1	This company is not a certified minority business <input type="text" value="This company is not a certified minority business"/>
3 2	Contact Person Email Address <input type="text" value="carmenlillacrv@hotmail.com"/>

3
3

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/conflictforms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

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Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

3
5

Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS

If you attest there is no conflict of interest, please skip sections 2-8.

I attest there is no conflict of interest

3
6

Question 2. Name of person who has a business relationship with local governmental entity

n/a

37 **Question 3. Check this box if you are filing an update to a previously filed questionnaire.**
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
 No response

38 **Question 4. Name of local government officer(s) with whom filer has employment or business relationship.**
This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.
 No response

39 **Question 5. Sub-Part A**
A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?
 No

40 **Question 6. Sub-Part B**
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 No

41 **Question 7. Sub-Part C**
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?
 No

42 **Question 8. Sub-Part D**
D. Describe each employment or business relationship with the local government officer named in this section
 No response

43 **Disclosure Form**
For details on use of this form, see Section 4.01 of the City's Ethics Code.

44 **This is a**
 New Submission

45 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)
 Carmen Lilia Canturosas Hinojosa

46 **Question 2. Contract Information**
Please include the following:
a) Contract or Project Name
b) Originating Department
 FY20-062 Car Wash Services - Fleet Dept

47 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**
Power Car Wash and Detail
3019 San Dario
Laredo, Tx. 78041

48 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**
Not Applicable

49 **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

50 **Question 5. List any individuals or entities that will be subcontractors on this contract**
Not Applicable

51 **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

52 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**
Not Applicable

53 **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

54 **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 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 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

55

Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

56

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.

57

Question 8. Disclosure of conflict of interest

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

No response

58

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

59

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

60

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

61

Question 11. Oath

Please complete in this section the required information for your company:

- 1) Name
- 2) Title
- 3) Company or DBA
- 4) Date

n/a

62

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.

No response

6
3 Question 4. List any business entity(ites) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 4

6
4 Company Information Questionnaire

6
5 Conflict of Interest Questionnaire

6
6 Non-Collusive Affidavit

6
7 Discretionary Contracts Disclosure

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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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.

No response

Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded by sections 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. **There will be one primary and two secondary vendors for each section of this contract.**

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

No response

7.0 Company Background

Submit documentation as per Specification 26.0

Overview of Company

No response

Bid Lines

1 Package Header

Section I : Full Service Car Wash

Provide proposed pricing for all the services listed

Estimated total number of full service vehicle washes during a 12 month period 2,500

Quantity: 1 UOM: PKG Total: \$156.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Passenger Vehicle Car Wash - Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: \$12.00 Total: \$12.00

1.2 Truck/Passenger Van Wash – Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: \$14.00 Total: \$14.00

1.3 1 – 1½ Ton Trucks W/booms, racks, hand wash , inside vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: \$30.00 Total: \$30.00

1.4 Sedans, ½ - ¾ Ton Trucks; complete detail (hand wash, remove blood stains and W/Armor all)

Quantity: 1 UOM: Unit Price Per Vehicle Price: \$100.00 Total: \$100.00

2 Package Header

Section II – Exterior Car Wash Services (Only)

Provide proposed pricing for all the services listed.

Estimated total number of exterior vehicle washes during a 12 month period 2,000

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

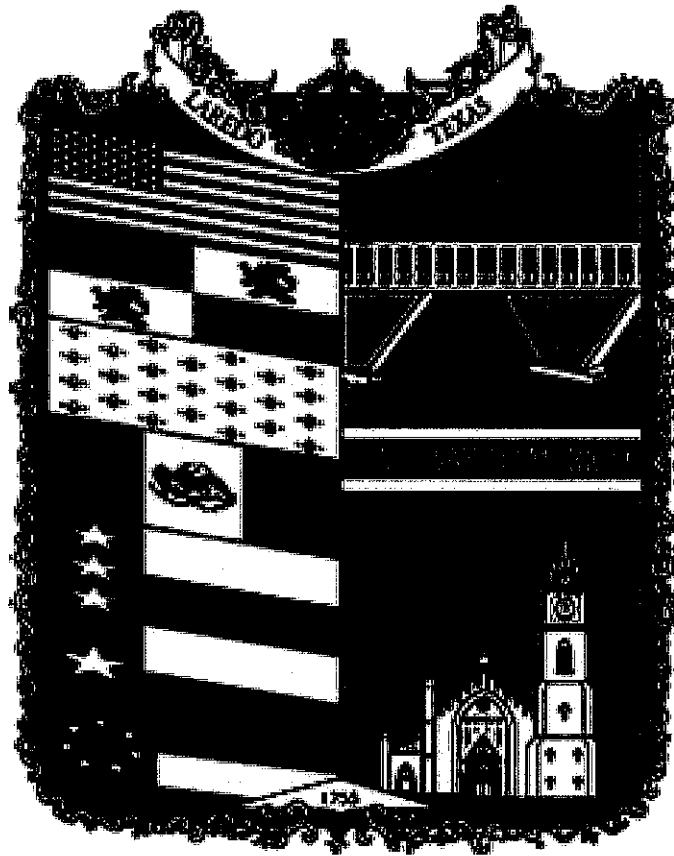
2.1 Passenger Vehicle Car Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

2.2 Truck/Passenger Van Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

Response Total: \$169.00



FY20-062

Royal Laser Wash, LTD.

Supplier Response

Event Information

Number: FY20-062
Title: Car Wash Services - Fleet Department
Type: Request For Bid
Issue Date: 5/18/2020
Deadline: 6/10/2020 05:00 PM (CT)
Notes:

**MANUAL BID DROP-OFF
PROCEDURES**

NOTE: Manual Bids will only be accepted the

first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid

1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

***City Secretary's
Office***

Contact Information

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

Royal Laser Wash, LTD. Information

Contact: Glenn Ruiz
Address: 7305 San Dario #347
Laredo, TX 78045
Phone: (956) 763-3385
Fax: (956) 717-4984
Email: laser@border.net

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

Zulema Ortiz for Glenn C. Ruiz

Signature

Submitted at 6/8/2020 2:30:00 AM

royallaserwashlaredo@gmail.com

Email

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) Royal Laserwash L.T.D.
3	Print Name of person authorized to sign bid Glenn Ruiz
4	Title President
5	Business Address 7305 San Dario #347
6	City, State, Zip Code Laredo, Tx 78045
7	Telephone Number (956) 763-3385
8	Federal Tax ID Number 74-2909985
9	Bidders Principal/Corporate Place of Business Address 7305 San Dario #347, Laredo, Tx. 78045

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

2 2	Question #8 Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <input type="text" value="No"/>
2 3	Question #9 Is the Business in arrears in any contract or debt? <input type="text" value="No"/>
2 4	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <input type="text" value="No"/>
2 5	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input type="text" value="No"/>
2 6	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
2 7	Historically Underutilized Business (HUB) <input type="text" value="No"/>
2 8	Small Disadvantaged Business Enterprise (SDBC) <input type="text" value="No"/>
2 9	Disadvantaged Business Enterprise (DBE) <input type="text" value="No"/>
3 0	Other: Please specify <input type="text" value="n/a"/>
3 1	This company is not a certified minority business <input type="text" value="This company is not a certified minority business"/>
3 2	Contact Person Email Address <input type="text" value="royallaserwashlaredo@gmail.com"/>

3
3 **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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.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.

3
4 **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.

3
5 **Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST
THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS**

If you attest there is no conflict of interest, please skip sections 2-8.

I attest there is no conflict of interest

3
6 **Question 2. Name of person who has a business relationship with local governmental entity**

No response

37 Question 3. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

No response

38 Question 4. Name of local government officer(s) with whom filer has employment or business relationship.

This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

No response

39 Question 5. Sub-Part A

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?

No

40 Question 6. Sub-Part B

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

No

41 Question 7. Sub-Part C

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?

No

42 Question 8. Sub-Part D

D. Describe each employment or business relationship with the local government officer named in this section

No response

43 Disclosure Form

For details on use of this form, see Section 4.01 of the City's Ethics Code.

44 This is a

New Submission

45 Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Glenn C. Ruiz

46 Question 2. Contract Information

Please include the following:

- a) Contract or Project Name
- b) Originating Department

FY20-062 CAR WASH SERVICES - FLEET DEPT.

47	<p>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</p> <p>Royal Laserwash, L.T.D.</p>
48	<p>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.</p> <p>Not Applicable</p>
49	<p>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</p> <p>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.</p> <p>No response</p>
50	<p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>Not Applicable</p>
51	<p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <p>No response</p>
52	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>Not Applicable</p>
53	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>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.</p> <p>No response</p>
54	<p>Question 7. Disclosure of political contributions</p> <p>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.</p> <ul style="list-style-type: none"> a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity 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) <p>Not Applicable</p>
55	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p>No response</p>

56 **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.

57 **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?

58 **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.

59 **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.

60 **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.

61 **Question 11. Oath**
Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

62 **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.

6
3 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 4**
Not Applicable

6
4 **Company Information Questionnaire**
I have completed this section

6
5 **Conflict of Interest Questionnaire**
I have completed this section

6
6 **Non-Collusive Affidavit**
I have completed and included this form

6
7 **Discretionary Contracts Disclosure**
I have completed this section

Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests add. Additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded by sections to the lowest 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. **There will be one primary and two secondary vendors for each section of this contract.**

(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 inquiries 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

7.0 Company Background

Submit documentation as per Specification 26.0

Overview of Company

Yes

Bid Lines

1 Package Header

Section I : Full Service Car Wash

Provide proposed pricing for all the services listed

-

Estimated total number of full service vehicle washes during a 12 month period 2,500

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

1.1 Passenger Vehicle Car Wash - Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

1.2 Truck/Passenger Van Wash – Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

1.3 1 -- 1½ Ton Trucks W/booms, racks, hand wash , inside vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

1.4 Sedans, ½ - ¾ Ton Trucks; complete detail (hand wash, remove blood stains and W/Armor all)

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

2 Package Header

Section II – Exterior Car Wash Services (Only)

Provide proposed pricing for all the services listed.

Estimated total number of exterior vehicle washes during a 12 month period 2,000

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

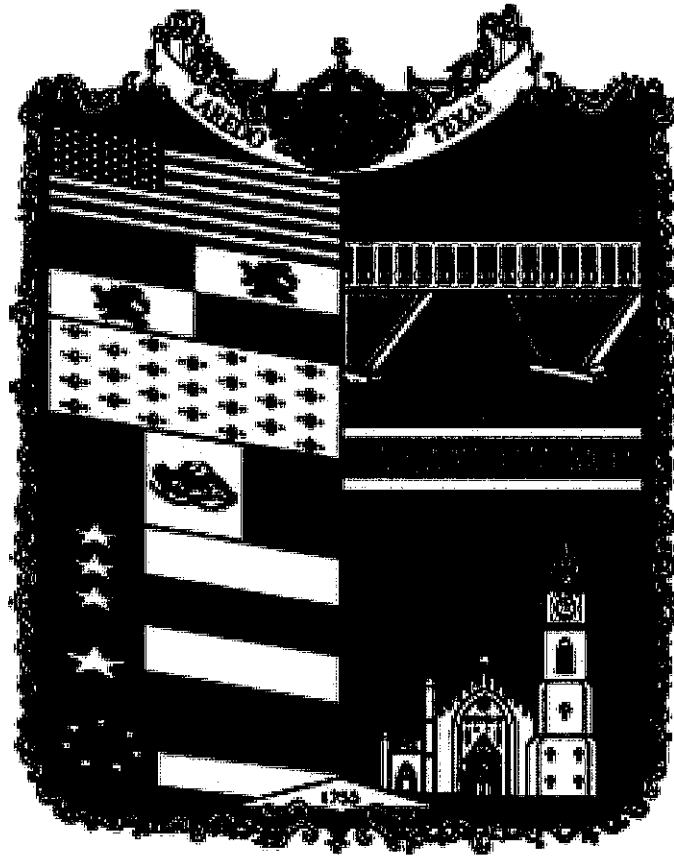
2.1 Passenger Vehicle Car Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

2.2 Truck/Passenger Van Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

Response Total: \$13.90



FY20-062

**Dale Shine Xpress Car Wash, LLC
Supplier Response**

Event Information

Number: FY20-062
Title: Car Wash Services - Fleet Department
Type: Request For Bid
Issue Date: 5/18/2020
Deadline: 6/10/2020 05:00 PM (CT)
Notes:

**MANUAL BID DROP-OFF
PROCEDURES**

NOTE: Manual Bids will only be accepted the

first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid

1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

***City Secretary's
Office***

Contact Information

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

Dale Shine Xpress Car Wash, LLC Information

Contact: Jeff Wagner
Address: 13105 Dover Ave
Lubbock, TX 79424
Phone: (806) 464-0147
Email: jwagner@championxpresscw.com

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

Zulema Ortiz for Trey Merchant
Signature

jwagner@championxpresscw.com
Email

Submitted at 6/10/2020 1:40:00 PM

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) Dale Shine Xpress Car Wash, LLC
3	Print Name of person authorized to sign bid Trey Merchant
4	Title Managing Member
5	Business Address 13105 Dover Avenue
6	City, State, Zip Code Lubbock, Tx 79424
7	Telephone Number (806) 464-0147
8	Federal Tax ID Number 83-2224076
9	Bidders Principal/Corporate Place of Business Address 13105 Dover Avenue, Lubbock, Tx. 79424

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

2 2	Question #8 Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <input type="text" value="No"/>
2 3	Question #9 Is the Business in arrears in any contract or debt? <input type="text" value="No"/>
2 4	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <input type="text" value="No"/>
2 5	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input type="text" value="No"/>
2 6	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
2 7	Historically Underutilized Business (HUB) <input type="text" value="No"/>
2 8	Small Disadvantaged Business Enterprise (SDBC) <input type="text" value="No"/>
2 9	Disadvantaged Business Enterprise (DBE) <input type="text" value="No"/>
3 0	Other: Please specify <input type="text" value="n/a"/>
3 1	This company is not a certified minority business <input type="text" value="This company is not a certified minority business"/>
3 2	Contact Person Email Address <input type="text" value="jwagner@championxpresscw.com"/>

**3
3** **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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.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.

**3
4** **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.

**3
5** **Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST
THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS**

If you attest there is no conflict of interest, please skip sections 2-8.

I attest there is no conflict of interest

**3
6** **Question 2. Name of person who has a business relationship with local governmental entity**

No response

37 **Question 3. Check this box if you are filing an update to a previously filed questionnaire.**
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
 No response

38 **Question 4. Name of local government officer(s) with whom filer has employment or business relationship.**
This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.
 No response

39 **Question 5. Sub-Part A**
A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?
 No

40 **Question 6. Sub-Part B**
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 No

41 **Question 7. Sub-Part C**
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?
 No

42 **Question 8. Sub-Part D**
D. Describe each employment or business relationship with the local government officer named in this section
 No response

43 **Disclosure Form**
For details on use of this form, see Section 4.01 of the City's Ethics Code.

44 **This is a**
 New Submission

45 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

46 **Question 2. Contract Information**
Please include the following:
a) Contract or Project Name
b) Originating Department

47	<p>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</p> <p>Dale Shine Xpress Car Wash, LLC</p>
48	<p>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.</p> <p>Not Applicable</p>
49	<p>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</p> <p>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.</p> <p>No response</p>
50	<p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>Not Applicable</p>
51	<p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <p>No response</p>
52	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>Not Applicable</p>
53	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>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.</p> <p>No response</p>
54	<p>Question 7. Disclosure of political contributions</p> <p>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.</p> <ul style="list-style-type: none"> a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity 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) <p>Not Applicable</p>
55	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p>No response</p>

5
6 **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.

5
7 **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

5
8 **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

5
9 **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

6
0 **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

6
1 **Question 11. Oath**

Please complete in this section the required information for your company:

- 1) Name
- 2) Title
- 3) Company or DBA
- 4) Date

Trey Merchant
Managing Member
Dale Shine Xpress Car Wash, LLC 6/8/2020

6
2 **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

6
3 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 4

Not Applicable

6
4 Company Information Questionnaire

I have completed this section

6
5 Conflict of Interest Questionnaire

I have completed this section

6
6 Non-Collusive Affidavit

I have completed and included this form

6
7 Discretionary Contracts Disclosure

I have completed this section

Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded by sections to the lowest 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. **There will be one primary and two secondary vendors for each section of this contract.**

(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 inquiries 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

7.0 Company Background

Submit documentation as per Specification 26.0

Overview of Company

Yes

Bid Lines

1 Package Header

Section I : Full Service Car Wash

Provide proposed pricing for all the services listed

Estimated total number of full service vehicle washes during a 12 month period 2,500

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

1.1 Passenger Vehicle Car Wash - Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

1.2 Truck/Passenger Van Wash – Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

1.3 1 – 1½ Ton Trucks W/booms, racks, hand wash , inside vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

1.4 Sedans, ½ - ¾ Ton Trucks; complete detail (hand wash, remove blood stains and W/Armor all)

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

2 Package Header

Section II – Exterior Car Wash Services (Only)

Provide proposed pricing for all the services listed.

Estimated total number of exterior vehicle washes during a 12 month period 2,000

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

2.1 Passenger Vehicle Car Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

2.2 Truck/Passenger Van Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: Total:

Response Total: \$12.00

Line #	Description	QTY	UOM	Estimated	Dale Shine Xpress Car Wash, LL		Royal Laser Wash, LTD.		Grease Monkey (ARMAT Group)		Power Car Wash and Detail		
					Total Price	\$12.00	Total Price	\$13.90	Total Price	\$133.00	Total Price	\$169.00	
					Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	
1	Section I: Full Service Car Wash Provide proposed pricing for all the services listed Estimated total number of full service vehicle washes during a 12 month period 2,500	1	PKG										
1.1	Passenger Vehicle Car Wash - Exterior/Interior vacuum	1	Unit Price Per Vehicle						\$20.00			\$12.00	
1.2	Truck/Passenger Van Wash Exterior/Interior vacuum	1	Unit Price Per Vehicle						\$27.00			\$14.00	
1.3	1 1 Ton Trucks W/booms, racks, hand wash , inside vacuum	1	Unit Price Per Vehicle									\$30.00	
1.4	Sedans, - Ton Trucks; complete detail (hand wash, remove blood stains and W/Armor all)	1	Unit Price Per V						\$67.00			\$100.00	
2	Section II Exterior Car Wash Services (Only) Provide proposed pricing for all the services listed. Estimated total number of exterior vehicle washes during a 12 month period 2,000	1	PKG			\$12.00	\$12.00	\$13.90	\$13.90	\$19.00	\$19.00	\$13.00	\$13.00
2.1	Passenger Vehicle Car Wash Exterior only	1	Unit Price Per Vehicle			\$6.00		\$6.95		\$8.00		\$6.00	
2.2	Truck/Passenger Van Wash Exterior only	1	Unit Price Per Vehicle			\$6.00		\$6.95		\$11.00		\$7.00	

Line #

1

1.1

1.2

1.3

1.4

2

2.1

2.2

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pesador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-059 to the following vendors to provide safety inspection services for all of the City's municipal fleet vehicles. This vendor will be authorized to do minor repairs and/or replace parts that may be required to meet the State of Texas Safety Inspection Standards. All minor repairs shall not exceed \$50.00. 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 three (3) more additional one (1) year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. Funding is available in the Fleet Department Fund.

1. R & S Inspection Center, Laredo, Texas in an amount up to \$40,000.00;
2. Rotex Truck Center, Laredo, Texas in an amount up to \$ 20,000.00;
3. Grease Monkey, Laredo, Texas in an amount up to \$ 10,000.00.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received three (3) bids through Cit-E-Bid one bid was for awarding an annual contract for providing safety inspection services for all of the City's municipal fleet vehicles. All services will be secured on an as needed basis. Although Grease Monkey had a lower rate, R&S Inspection Center is located 4.1 miles from the Fleet Department while Grease Monkey is located 9 miles away. Rotex shall provide DOT inspections for the City's heavy equipment. Grease Monkey shall be a secondary vendor for light duty truck inspections. Staff is recommending to award this contract to R&S Inspection Center, Rotex Truck Center, and Grease Monkey.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary:

	Grease Monkey	R & S Inspection Center	Rotex Truck Center
Description	Unit Price	Unit Price	Unit Price
Vehicle Inspection Services	\$ 6.00	\$ 7.00	\$ 7.00
Minor Repairs (light bulbs, fuses, wiper blades, and minor electrical repairs not to exceed \$50.00)	\$ 50.00	\$ 50.00	\$ 50.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332080
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

FY20-059 Bid Tabulation
FY20-059 Contracts

Line #	Description	QTY	UOM	Estimated	Rotex Truck Center, Inc		R & S Inspection Center		Grease Monkey (ARMAT Group	
					Total Price	\$7.00	Total Price	\$7.00	Total Price	\$7,200.00
					Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Vehicle Safety Inspection Services	1	PKG		<u>\$7.00</u>	\$7.00	<u>\$7.00</u>	\$7.00	\$7,200.00	\$7,200.00
1.1	Fleet Vehicle Inspections As per Specifications 16.0 17.0	1	1200		<u>\$7.00</u>		<u>\$7.00</u>		\$6.00	

Line #

1

1.1



FY20-059
Rotex Truck Center, Inc
Supplier Response

Event Information

Number: FY20-059
Title: Vehicle Safety Inspection Services
Type: Request For Bid
Issue Date: 5/12/2020
Deadline: 6/3/2020 05:00 PM (CT)
Notes:

**MANUAL BID DROP-OFF
PROCEDURES**

NOTE: Manual Bids will only be accepted the

first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid

1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

***City Secretary's
Office***

Contact Information

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

Rotex Truck Center, Inc Information

Contact: Robert Rosas
Address: 11802 Sara Road
Laredo, TX 78045
Phone: (956) 722-1250
Fax: (956) 727-7835
Email: robert@rotextrucks.com

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

Robert Rosas

Signature

Submitted at 6/3/2020 9:19:44 AM

robert@rotextrucks.com

Email

Response Attachments

TAB A- Company Information Questionnaire.pdf

TAB A- Company Information Questionnaire

TAB B - Signed Price Schedule.pdf

TAB B - Signed Price Schedule

TAB C Certificate of Interest Form.pdf

TAB C Certificate of Interest Form

TAB D - Non Collusion Affidavit.pdf

TAB D - Non Collusion Affidavit

TAB E - Discretionary Contract Disclosure.pdf

TAB E - Discretionary Contract Disclosure

TAB F Form 1295 - signed.pdf

TAB F Form 1295 - signed

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) Rotex Truck Center, Inc.
3	Print Name of person authorized to sign bid Robert Rosas

4	Title General Manager
5	Business Address 11802 Sara Rd
6	City, State, Zip Code Laredo, Texas 78045
7	Telephone Number (956) 722-1250
8	Federal Tax ID Number 262723841
9	Bidders Principal/Corporate Place of Business Address 11802 Sara Rd, Laredo, TX 78045
10	Indicated Status of Business Corporation
11	If other state business status No response
12	State how long under its present business name 12 Years
13	If applicable, list all other names under which the Business identified above operated in the last five years N/A
14	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes
15	Question #1 Has the business, or any officer or partner thereof, failed to complete a contract? No
16	Question 2 Is any litigation pending against the Business? No
17	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? No

18	Question #4 If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms. <input type="text" value="No response"/>
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19	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? <input type="text" value="No"/>
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20	Question #6 Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? <input type="text" value="No"/>
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21	Question #7 Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? <input type="text" value="No"/>
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22	Question #8 Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <input type="text" value="No"/>
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23	Question #9 Is the Business in arrears in any contract or debt? <input type="text" value="No"/>
-----------	--

24	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <input type="text" value="No"/>
-----------	--

25	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input type="text" value="No"/>
-----------	--

26	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
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27	Historically Underutilized Business (HUB) <input type="text" value="No"/>
-----------	---

28	Small Disadvantaged Business Enterprise (SDBC) <input type="text" value="No"/>
-----------	--

29	Disadvantaged Business Enterprise (DBE) <input type="text" value="No"/>
-----------	---

30	Other: Please specify <input type="text" value="N/A"/>
-----------	--

31	This company is not a certified minority business <input type="text" value="This company is not a certified minority business"/>
-----------	--

32	Contact Person Email Address <input type="text" value="ROBERT@ROTEXTRUCKS.COM"/>
-----------	--

33	Conflict of Interest Disclosure <p>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.</p> <p>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.</p> <p>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.</p> <p>The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.</p> <p>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:</p> <ol style="list-style-type: none">1. Mayor2. Council Members3. City Manager4. 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 Adjustments7. Members of the Building Standards Board8. 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 Authority12. The Executive Director of the Laredo Housing Authority13. Any other City of Laredo decision making board member <p>If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.</p>
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3
4 **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.

3
5 **Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST
THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS**

If you attest there is no conflict of interest, please skip sections 2-8.

3
6 **Question 2. Name of person who has a business relationship with local governmental entity**

3
7 **Question 3. Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3
8 **Question 4. Name of local government officer(s) with whom filer has employment or business relationship.**

This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

3
9 **Question 5. Sub-Part A**

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?

4
0 **Question 6. Sub-Part B**

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

4
1 **Question 7. Sub-Part C**

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?

4 2	Question 8. Sub-Part D D. Describe each employment or business relationship with the local government officer named in this section <input type="text" value="No response"/>
4 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
4 4	This is a <input type="text" value="New Submission"/>
4 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Robert Rosas"/>
4 6	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY20-059 VEHICLE SAFETY INSPECTION SERVICES FLEET DEPARTMENT"/>
4 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Rotex Truck Center"/>
4 8	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. <input type="text" value="Not Applicable"/>
4 9	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. <input type="text" value="No response"/>
5 0	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
5 1	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. <input type="text" value="No response"/>
5 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>

53 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

54 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

55 Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

56 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.

57 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

58 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

59 **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.

60 **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.

61 **Question 11. Oath**
Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

62 **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.

63 **Question 4. List any business entity(ites) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 4**

64 **Company Information Questionnaire**

65 **Conflict of Interest Questionnaire**

66 **Non-Collusive Affidavit**

67 **Discretionary Contracts Disclosure**

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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional, Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave. Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded 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.

(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 inquiries 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:

Vehicle Safety Inspection Services

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

1.1 Fleet Vehicle Inspections

As per Specifications 16.0 & 17.0

Quantity: 1 UOM: 1200 Price: Total:

Supplier Notes:

Response Total: \$7.00

CITY OF LAREDO
PURCHASING DIVISION

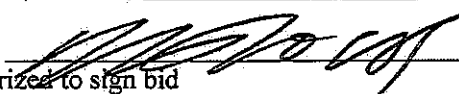
23.0 Tab A – Bidder Information Questionnaire

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) ROTEX TRUCK CENTER, INC.

Signature  Date 6/2/2020
of person authorized to sign bid

Print Name ROBERT ROSAS
of person authorized to sign bid

Title: GENERAL MANAGER

Business Address: 11802 SARA ROAD

City, State, Zip Code: LAREDO, TEXAS 78045

Telephone Number: 956-722-1250 Fax Number: 956-722-8794

Contact Person Email Address: ROBERT@ROTEXTRUCKS.COM

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: 11802 SARA ROAD

Indicated Status of Business:

Corporation Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 12 - 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

**CITY OF LAREDO
PURCHASING DIVISION**

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	<input type="radio"/> No	Disadvantaged Business Enterprise (DBE): Yes <input type="radio"/> No
Small Disadvantaged Business Enterprise (SDBC)	Yes	<input type="radio"/> No	Other: Please specify
<hr/>			
This company is not a certified minority business: <input checked="" type="checkbox"/>			
<i>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>			

CITY OF LAREDO
PURCHASING DIVISION

24.0 **Tab B Price Schedule**

24.1 **Section I: Vehicle Safety Inspection Services**

Description	Estimate Amount	Unit Cost	Total cost
Fleet Vehicle Inspections As per Specifications 16.0 & 17.0	1200	40.00 - CLASS A - VEHICLES \$ 7.00 - CLASS C	

Company Name: ROTEX TRUCK CENTER, INC.

Owner/President Name: ROBERT ROSAS

Company Address: 11802 SARA ROAD

City, State, Zip Code: LAREDO, TEXAS 78045

Company Authorized Representative's Signature: 

Company Representative's Name: ROBERT ROSAS

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rotex Truck Center, Inc.
 LAREDO, TX United States

Certificate Number:
 2020-624979

Date Filed:
 05/28/2020

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

Date Acknowledged:

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.

FY20-059
 VEHICLE INSPECTION SERVICES - FLEET DEPARTMENT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Roberto Rosas, and my date of birth is 11/23/1962

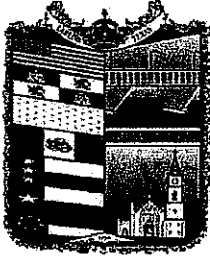
My address is 11901 Sara Rd, Laredo, TX, 78045
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Webb County, State of TX, on the 28 day of May, 20 20
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**VEHICLE SAFETY INSPECTION 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 safety inspection services for official municipal 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 or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on June 3, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 4, 2020.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Vehicle Safety Inspection Services – Fleet Department
FY20-059**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

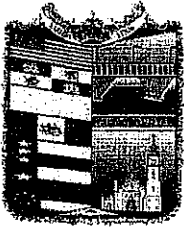
NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

CITY OF LAREDO
PURCHASING DIVISION



**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 safety inspection services for official municipal 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 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 June 3, 2020** and all bids received will be **opened** and read publicly on **June 4, 2020 at 10:00 A.M.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: Vehicle Safety Inspection Services – Fleet Department
FY20-059**

**Bids can be downloaded and submitted through
Cit-E-Bid:**

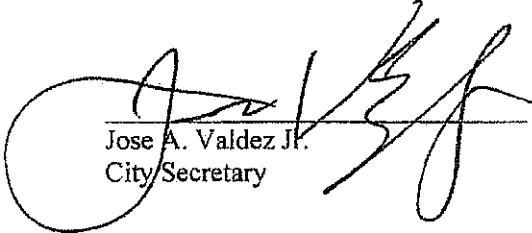
<https://cityoflaredo.ionwave.net/Login.aspx>

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 12th DAY OF MAY 2020.


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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded 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.
- (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:

**CITY OF LAREDO
PURCHASING DIVISION**

Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of 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.

**CITY OF LAREDO
PURCHASING DIVISION**

**Formal Invitation for Bids
Vehicle Safety Inspection Services
Fleet Department**

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contracts for the for vehicle safety inspection 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 through Cit-E-Bid or by email no later than, May 20, 2020 to:

Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

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. 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 Inspection facility must meet minimum DPS space requirements and be State Certified.

16.2 Contractor must have qualified personnel to perform inspections.

16.3 Contractor must complete and submit required application, fees, and forms required by the State of Texas.

16.4 An estimated 1200 vehicles are to be inspected during the contract period.

16.5 Contractor will be authorized to do minor repairs and or replace parts that may be required to meet State of Texas Safety Inspection Standards (light bulbs, fuses, wiper blades, and minor electrical repairs, all not to exceed \$50.00.

16.6 Contractor will be responsible for any damages to City vehicles that occur in performance of this contract.

16.7 All invoices shall be submitted to the Fleet Department located at 1102 Bob Bullock Loop, Laredo, Texas 78043.

**CITY OF LAREDO
PURCHASING DIVISION**

17.0 Service Requirements:

The following is a description of the services, which will be required to inspect in every unit:

Check for evidence of financial responsibility.
Horn
Windshield Wipes
Mirror
Steering
Seat Belts
Brakes (system) (Parking- beginning with 1960 models)
Tires
Wheel assembly
Exhaust System
Exhaust emission system (beginning with 1968 models)
Beam indicator (beginning with 1948 models)
Tail Lamps (2)
Stop Lamps (2)
License Plate Lamp
Rear red reflectors (2)
Turn signal lamps
Head lamp
Motor, serial, or vehicle identification number
1988 & newer-inspect for window tinting or coating
Gas caps on vehicles 2-24 model years old

18.0 Contractors Hours of Operation

Bidder's business hours: From: 8 a.m. to 7 p.m.

Days of week: 6 DAYS PER WEEK

+ 10am to 6pm
Sunday

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 three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

19.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

**CITY OF LAREDO
PURCHASING DIVISION**

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 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.

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 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

22.0 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)

CITY OF LAREDO
PURCHASING DIVISION

23.0 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) ARMAT GROUP, INC dba Grease Monkey

Signature [Signature] Date 6/2/2020
of person authorized to sign bid

Print Name Robert X. Rodriguez
of person authorized to sign bid

Title: President

Business Address: 2518 NE Bob Bullock Loop

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 956-319-9871 Fax Number: _____

Contact Person Email Address: robert@armatgrp.com

Federal Tax ID Number: 47-3492361

Bidders Principal/Corporate Place of Business Address: ~~3018~~ 2518 NE Bob Bullock LP
Laredo TX 78045

Indicated Status of Business:
Corporation Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 4 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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

CITY OF LAREDO
PURCHASING DIVISION

24.0 Tab B Price Schedule

24.1 Section I: Vehicle Safety Inspection Services

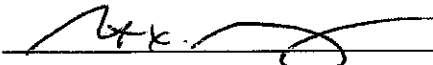
Description	Estimate Amount	Unit Cost	Total cost
Fleet Vehicle Inspections As per Specifications 16.0 & 17.0	1200	\$6.00	\$ 7,200 ⁰⁰

Company Name: ARMAT GROUP, INC dba GREASE MONKEY

Owner/President Name: Robert X. Rodriguez

Company Address: 2518 NE Bob Bullock Loop

City, State, Zip Code: Laredo TX 78045

Company Authorized Representative's Signature: 

Company Representative's Name: Robert X. Rodriguez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

25.0 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

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006,
LOCAL GOVERNMENT CODE EXISTS.

ROBERTX. RODRIGUEZ
Name

[Signature]
Signature

6/2/2020
Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY	
	Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2	<input type="checkbox"/> 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		
<p>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.</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
_____ Signature of person doing business with the governmental entity		_____ Date

CITY OF LAREDO
PURCHASING DIVISION

26.0 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 Roberto X. Rodriguez - President
(a Partner or officer of the firm/of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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.

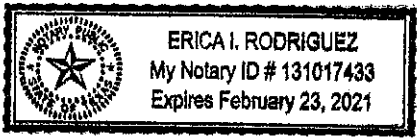
[Signature]

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 3rd day of June 20 20.

[Signature]
Notary Public

My commission expires:
February 23, 2021



27.0 **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.**

Robert X RODRIGUEZ
First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s):

FY20-059 (Vehicle Safety Inspection Services)

b) Originating Department(s):

City of Laredo Purchasing - Fleet

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>Robert X. Rodriguez</u> Name (Print)	<u>[Signature]</u> Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or**

**CITY OF LAREDO
PURCHASING DIVISION**

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

**CITY OF LAREDO
PURCHASING DIVISION**

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.

CITY OF LAREDO
PURCHASING DIVISION

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.

Robert X. Rodriguez



President

Name (Print)

Signature

Title

ARMAT GROUP, INC
Company or DBA

La Grease Monkey

6/2/2020
Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

28.0 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

28.1 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.

28.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2020-626957

Date Filed:
 06/02/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Grease Monkey
 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.
 FY20-059
 Vehicle Safety Inspection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

**CITY OF LAREDO
PURCHASING DIVISION**

29.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M on June 3, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 4, 2020.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Vehicle Safety Inspection Services – Fleet Department
FY20-059**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**VEHICLE SAFETY INSPECTION 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 safety inspection services for official municipal 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 or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on June 3, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 4, 2020.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Vehicle Safety Inspection Services – Fleet Department
FY20-059**

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
--	---

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

CITY OF LAREDO
PURCHASING DIVISION



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 safety inspection services for official municipal 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 or through <https://cityoflaredo.tonwave.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 June 3, 2020 and all bids received will be opened and read publicly on June 4, 2020 at 10:00 A.M.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: Vehicle Safety Inspection Services – Fleet Department
FY20-059**

Bids can be downloaded and submitted through
City E-Bid:

<https://cityoflaredo.tonwave.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 12th DAY OF MAY 2020.


Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 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.
- (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:

**CITY OF LAREDO
PURCHASING DIVISION**

Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of 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.

CITY OF LAREDO
PURCHASING DIVISION

**Formal Invitation for Bids
Vehicle Safety Inspection Services
Fleet Department**

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contracts for the for vehicle safety inspection 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 through Cit-E-Bid or by email no later than, May 20, 2020 to:

Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

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. 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 Inspection facility must meet minimum DPS space requirements and be State Certified.

16.2 Contractor must have qualified personnel to perform inspections.

16.3 Contractor must complete and submit required application, fees, and forms required by the State of Texas.

16.4 An estimated 1200 vehicles are to be inspected during the contract period.

16.5 Contractor will be authorized to do minor repairs and or replace parts that may be required to meet State of Texas Safety Inspection Standards (light bulbs, fuses, wiper blades, and minor electrical repairs, all not to exceed \$50.00.

16.6 Contractor will be responsible for any damages to City vehicles that occur in performance of this contract.

16.7 All invoices shall be submitted to the Fleet Department located at 1102 Bob Bullock Loop, Laredo, Texas 78043.

**CITY OF LAREDO
PURCHASING DIVISION**

17.0 Service Requirements:

The following is a description of the services, which will be required to inspect in every unit:

Check for evidence of financial responsibility.
Horn
Windshield Wipes
Mirror
Steering
Seat Belts
Brakes (system) (Parking- beginning with 1960 models)
Tires
Wheel assembly
Exhaust System
Exhaust emission system (beginning with 1968 models)
Beam indicator (beginning with 1948 models)
Tail Lamps (2)
Stop Lamps (2)
License Plate Lamp
Rear red reflectors (2)
Turn signal lamps
Head lamp
Motor, serial, or vehicle identification number
1988 & newer-inspect for window tinting or coating
Gas caps on vehicles 2-24 model years old

18.0 Contractors Hours of Operation

Bidder's business hours: From: 9 a.m. to 5 p.m.

Days of week: Monday thru 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 three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

19.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

**CITY OF LAREDO
PURCHASING DIVISION**

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 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.

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 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

22.0 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)**

CITY OF LAREDO
PURCHASING DIVISION

23.0 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) R & S Inspection Center

Signature [Signature] Date 5/13/2020
of person authorized to sign bid

Print Name Sergio S. Gonzalez
of person authorized to sign bid

Title: Owner

Business Address: 3001 E. Saunders

City, State, Zip Code: Laredo, Texas 78041

Telephone Number: 956-722-3646 956-712-3001 Fax Number: _____

Contact Person Email Address: rsdrive thru 2720@yahoo.com

Federal Tax ID Number: 74-2471683

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:
Corporation _____ Partnership _____ Sole Proprietorship Other: _____

If other state business status: _____

State how long under its present business name: _____

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

CITY OF LAREDO
PURCHASING DIVISION

24.0 **Tab B Price Schedule**

24.1 **Section I: Vehicle Safety Inspection Services**

Description	Estimate Amount	Unit Cost	Total cost
Fleet Vehicle Inspections As per Specifications 16.0 & 17.0	1200	\$ 7.00	\$ 7.00

Company Name: RES Inspection Center

Owner/President Name: Sergio S. Gonzalez

Company Address: 3001 E. Saunders

City, State, Zip Code: Laredo, Tx 78041

Company Authorized Representative's Signature: *Sergio S. Gonzalez*

Company Representative's Name: SERGIO S. GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

25.0 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**

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 SEARLO Signature [Signature] Date 5/21/2021

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>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.</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____ Signature of person doing business with the governmental entity</p> <p>_____ Date</p>	

CITY OF LAREDO
PURCHASING DIVISION

26.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

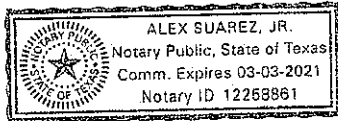
AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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.



Sergio Gonzalez
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 20th day of May 2020.

Alex Suarez
Notary Public

My commission expires:

03/03/2021

CITY OF LAREDO
PURCHASING DIVISION

27.0 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.

First	<i>SERGILDS GONZALEZ</i>	M.I.		Last	<i>Gonzalez</i>	Suffix	
-------	--------------------------	------	--	------	-----------------	--------	--

a) Contract or Project name(s):
Vehicle Safety Inspection Services

b) Originating Department(s):
Fleet Department

<i>Res Inspection Center</i>			
Name (Print)	Signature	Name (Print)	Signature
<i>SERGILDS GONZALEZ</i>	<i>[Signature]</i>		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

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:

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

CITY OF LAREDO
PURCHASING DIVISION

individuals.

List of contributors:

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?

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)**

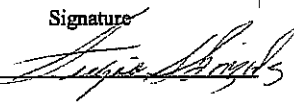
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

CITY OF LAREDO
PURCHASING DIVISION

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

<u>Sergio S. Gonzalez</u>		<u>Owner</u>
Name (Print)	Signature	Title
<u>Sergio S. Gonzalez</u>		<u>5/13/2020</u>
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

28.0 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

28.1 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.

28.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

FB 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

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 8 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		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO interested Party. <input checked="" type="checkbox"/>			
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		_____ Signature of officer administering oath	
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		_____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

**CITY OF LAREDO
PURCHASING DIVISION**

29.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on June 3, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 4, 2020.

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Vehicle Safety Inspection Services – Fleet Department
FY20-059**

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

MAY 21 '20 AM 11:58
REC'D CITY SEC OFF

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to renew annual contracts FY16-071 with the following vendors for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract. There was no price increase during the last extension period. All hoses will be purchased on an as needed basis and is based upon funding appropriation. Funding is available in the Fleet Maintenance budget.

1. Velco Inc., Laredo, Texas in an amount up to \$20,000.00; and
2. Hydrhose Services, Laredo, Texas in an amount up to \$25,000.00.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 9/6/19.

BACKGROUND

This contract allows for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. This is the last extension period for this contract. There was no price during the last extension period. Staff is recommending that these contracts be renewed with Velco Inc. and Hydrhose Services. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332078
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities 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 FY16-071
FY16-071 Contracts

Bid Tabulation FY16-071
 Fabrication of Hydraulic Hoses
 August 31, 2016 @ 3PM

Fabricated Hydraulic Hoses w/fittings Official Sizes	Wires	Velco Inc. Laredo, TX	HydraHose Services Laredo, TX
		Cost Per Linear Foot	Cost Per Linear Foot
2	2	\$ -	\$ -
2	4	\$ -	\$ -
4	2	\$ 4.28	\$ 3.48
4	4	\$ -	\$ -
6	2	\$ 4.96	\$ 4.06
6	4	\$ 11.84	\$ 9.74
8	2	\$ 5.64	\$ 4.64
8	4	\$ -	\$ 9.66
10	2	\$ 7.38	\$ 6.24
10	4	\$ 15.72	\$ -
12	2	\$ 8.92	\$ 7.54
12	4	\$ 15.50	\$ 11.55
14	2	\$ -	\$ -
14	4	\$ -	\$ -
16	2	\$ 11.76	\$ 10.34
16	4	\$ 17.90	\$ 17.02
18	2	\$ -	\$ -
18	4	\$ -	\$ -
20	2	\$ -	\$ 19.82
20	4	\$ 31.58	\$ 32.20
	Avg. Cost Per LF	<u>\$ 13.55</u>	<u>\$ 9.74</u>
	Labor Rate	N/A	N/A
	Mileage Rate	N/A	N/A



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

July 1, 2020

Mr. Arturo Vela
Veleo, Inc.
1705 Market Street
Laredo, Texas 78045

Re: Fabrication of Hydraulic Hoses W/Fittings
Contract FY16-071
Renewal Extension IV


Dear Mr. Vela,

Contract for the purchase of hydraulic hoses with fittings for the City of Laredo Fleet Department was awarded to your company on 9/19/16. This award provided for the possible extension of this contract for one additional twelve-month period with the same contract pricing. This is the last extension period for this contract.


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 A. Pescador
Purchasing Agent

Xc: Purchasing File

Veleo, Inc.	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: Arturo G. Vela	
Date: 7/1/2020	



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

July 1, 2020

Mr. Javier Jaime
Hydrahose Services
2820 Santa Ursula Avenue
Laredo, Texas 78040

Re: Fabrication of Hydraulic Hoses W/Fittings
Contract FY16-071
Renewal Extension IV


Dear Mr. Jaime,

Contract for the purchase of hydraulic hoses with fittings for the City of Laredo Fleet Department was awarded to your company on 9/19/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the last extension period for this contract.

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 A. Pescador for
Purchasing Agent

Xc: Purchasing File

Hydrahose Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: <u>Javier Jaime</u>	
Print Name: <u>Javier Jaime</u>	
Date: <u>7-1-20</u>	

City Council-Regular

Meeting Date: 09/16/2019

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 renew annual contracts FY16-071 with the following vendors:

1. Velco Inc., Laredo, Texas in an amount up to \$20,000.00; and
2. Hydrhose Services, Laredo, Texas in an amount up to \$25,000.00;

for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the third of five extension periods. There was no price increase during the last extension period. All hoses will be purchased on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 9/4/18.

BACKGROUND

This contract allows for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. This is the third of five extension periods. There was no price during the last extension period. Staff is recommending that these contracts be renewed with Velco Inc. and Hydrhose Services.

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. 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.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2019
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332078
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities 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 FY16-071
FY16-071 Contracts



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

August 19, 2019

Mr. Arturo Vela
Veleo, Inc.
1705 Market Street
Laredo, Texas 78045

Re: Fabrication of Hydraulic Hoses W/Fittings
Contract FY16-071
Renewal Extension III

Dear Mr. Vela,

Contract for the purchase of hydraulic hoses with fittings for the City of Laredo Fleet Department was awarded to your company on 9/19/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the third of five 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 A. Pescador
Purchasing Agent

Xc: Purchasing File

Veleo, Inc.	
Request a contract extension:	<input checked="" type="checkbox"/> Not request a contract extension:
Authorized Signature:	
Print Name:	ARTURO E. VELA
Date:	8/23/2019



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

August 19, 2019

Mr. Javier Jaime
Hydrahose Services
2820 Santa Ursula Avenue
Laredo, Texas 78040

Re: Fabrication of Hydraulic Hoses W/Fittings
Contract FY16-071
Renewal Extension III

Dear Mr. Jaime,

Contract for the purchase of hydraulic hoses with fittings for the City of Laredo Fleet Department was awarded to your company on 9/19/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the third of five 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 A. Pescador
Purchasing Agent

Xc: Purchasing File

Hydrahose Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: <u>Javier Jaime</u>	
Print Name: <u>Javier Jaime</u>	
Date: <u>8-21-19</u>	



**City of Laredo
Purchasing Division**

LETTER OF AWARD

September 5, 2018

Mr. Arturo Vela
Velco, Inc.
1705 Market Street
Laredo, Texas 78045

Re: Fabrication of Hydraulic Hoses-Fleet Department
Contract FY16-071 Extension II

Dear Mr. Vela,

This is to inform you that the contract renewal for FY16-071 was approved by City Council on September 4, 2018. The term of this contract shall be for a period of one year. This is the second of five extension periods.

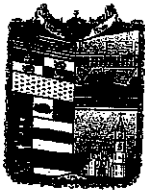
All commodities and services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File



**City of Laredo
Purchasing Division**

LETTER OF AWARD

September 5, 2018

Mr. Javier Jaime
Hydrahose Services
2820 Santa Ursula Avenue
Laredo, Texas 78040

Re: Fabrication of Hydraulic Hoses-Fleet Department
Contract FY16-071 Extension II

Dear Mr. Jaime,

This is to inform you that the contract renewal for FY16-071 was approved by City Council on September 4, 2018. The term of this contract shall be for a period of one year. This is the second of five 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: 09/04/2018

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 annual contracts FY16-071 with the following vendors:

1. Velco Inc., Laredo, Texas in an amount up to \$20,000.00;
2. Hydrhose Services, Laredo, Texas in an amount up to \$25,000.00;

for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. 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. There was no price increase during the last extension period. This is the second of five extension periods. All hoses will be purchased on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 9/19/16.

BACKGROUND

This current contract is for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. There was no price increase during the last extension period. This is the second of five extension periods. Staff is recommending that these contracts be renewed with Velco Inc. and Hydrhose Services. Hosemasters (a third contract vendor) went out of business in 2017.

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. 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.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2018
Bugeted Y/N?: Yes
Source of Funds:
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

Bid Tab FY16-071
FY16-071 Contracts



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

August 13, 2018

Mr. Arturo Vela
Velco, Inc.
1705 Market Street
Laredo, Texas 78045

Re: Fabrication of Hydraulic Hoses W/Fittings
Contract FY15-071
Renewal Extension II

Dear Mr. Vela,

Contract for the purchase of hydraulic hoses with fittings for the City of Laredo Fleet Department was awarded to your company on 9/19/16. 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 five 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 A. Pescador
Purchasing Agent

Xc: Purchasing File

Velco, Inc.	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	
Print Name: Arturo G. Vela	
Date: 8-14-18	



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

August 13, 2018

Mr. Javier Jaime
Hydrahose Services
2820 Santa Ursula Avenue
Laredo, Texas 78040

Re: Fabrication of Hydraulic Hoses W/Fittings
Contract FY16-071
Renewal Extension II

Dear Mr. Jaime,

Contract for the purchase of hydraulic hoses with fittings for the City of Laredo Fleet Department was awarded to your company on 9/19/16. 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 five extension periods.

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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

Xc: Purchasing File

Hydrahose Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: <u>Javier Jaime</u>	
Print Name: <u>Javier Jaime</u>	
Date: <u>8-14-18</u>	



**City of Laredo
Purchasing Division**

LETTER OF AWARD

August 21, 2017

Mr. Arturo Vela
Velco, Inc.
1705 Market Street
Laredo, Texas 78045

Re: Fabrication of Hydraulic Hoses-Fleet Department
Contract FY16-071 Extension I

Dear Mr. Vela,

This is to inform you that the contract renewal for FY16-071 was approved by the Purchasing Agent on August 21, 2017. The term of this contract shall be for a period of one year. This is the first of five extension periods.

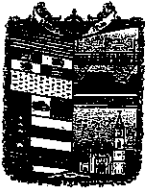
All commodities and services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File



**City of Laredo
Purchasing Division**

LETTER OF AWARD

August 21, 2017

Mr. Javier Jaime
Hydrahose Services
2820 Santa Ursula Avenue
Laredo, Texas 78040

Re: Fabrication of Hydraulic Hoses-Fleet Department
Contract FY16-071 Extension I

Dear Mr. Jaime,

This is to inform you that the contract renewal for FY16-071 was approved by the Purchasing Agent on August 21, 2017. The term of this contract shall be for a period of one year. This is the first of five extension periods.

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Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

August 14, 2017

Mr. Javier Jaime
Hydr hoses Services
2820 Santa Ursula Avenue
Laredo, Texas 78040

Re: Fabrication of Hydraulic Hoses W/Fittings
Contract FY16-071
Renewal Extension I

Dear Mr. Jaime,

Contract for the purchase of hydraulic hoses with fittings for the City of Laredo Fleet Department was awarded to your company on 9/19/16. 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 five 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 A. Pescador
Purchasing Agent

Xc: Purchasing File

Hydr hoses Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: _____	
Print Name: _____	
Date: 8-14-17	



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

August 14, 2017

Mr. Arturo Vela
Velco, Inc.
1705 Market Street
Laredo, Texas 78045

Re: Fabrication of Hydraulic Hoses w/Fittings
Contract FY16-071
Renewal Extension I

Dear Mr. Vela,

Contract for the purchase of hydraulic hoses with fittings for the City of Laredo Fleet Department was awarded to your company on 9/19/16. 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 five extension periods

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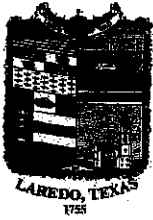
If there are any questions regarding this renewal extension, please feel free to call me at 956-794-1731

Sincerely,

Miguel A. Pescador
Purchasing Agent

cc: Purchasing File

Velco, Inc.	<input type="checkbox"/>	request a contract extension.	<input checked="" type="checkbox"/>	request a contract extension.
Authorized Signature:				
Print Name:	ARTURO G. VELA			
Date:	8/14/17			



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

September 20, 2016

Mr. Javier Jaime
Hydrhose Services
2820 Santa Ursula Avenue
Laredo, Texas 78040

Re: Fabrication of Hydraulic Hoses-Fleet Department
Contract FY16-071
Approved by City Council September 19, 2016

Dear Mr. Jaime,

This is to inform you that the contract FY16-071 was approved by the City Council on September 19, 2016. The term of this contract shall be for a period of one year. This contract has five extension periods.

Statutory Requirement to File Form 1295:

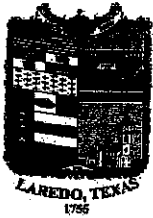
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure 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 of Laredo
Purchasing Division
LETTER OF AWARD**

September 20, 2016

Mr. Arturo Vela
Velco, Inc.
1705 Market Street
Laredo, Texas 78045

Re: Fabrication of Hydraulic Hoses-Fleet Department
Contract FY16-071
Approved by City Council September 19, 2016

Dear Mr. Vela,

This is to inform you that the contract FY16-071 was approved by the City Council on September 19, 2016. The term of this contract shall be for a period of one year. This contract has five extension periods.

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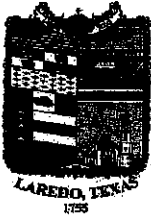
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All commodities and services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File



City of Laredo
Purchasing Division
LETTER OF AWARD

September 20, 2016

Mr. Kelly Ritchie
Hosemasters Texas
10116 Mines Road
Laredo, Texas 78045

Re: Fabrication of Hydraulic Hoses-Fleet Department
Contract FY16-071
Approved by City Council September 19, 2016

Dear Mr. Ritchie,

This is to inform you that the contract FY16-071 was approved by the City Council on September 19, 2016. The term of this contract shall be for a period of one year. This contract has five 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 cancellation 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: 09/19/2016

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager,
Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual contracts FY16-071 to the following bidders:

1. Velco Inc., Laredo, Texas in an amount up to \$20,000.00;
2. Hosemasters, Laredo, Texas in an amount up to \$30,000.00; and
3. Hydrhose Services, Laredo, Texas in amount up to \$25,000.00,

for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has five extension periods which can be renewed upon mutual agreement. All hoses will be purchased 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 four (4) bids for the fabrication of hydraulic hoses with fittings for the City's heavy equipment. Although Hulco Co., submitted a bid, the company failed to complete the bid price schedule as required by specifications thus disqualifying thier bid. Staff is recommending that contracts be awarded to Velco Inc., Hosemasters, and Hydrhose Services.

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.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

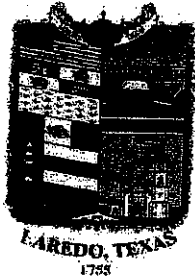
	Fiscal Impact
Fiscal Year:	2016
Budgeted Y/N?:	Yes
Source of Funds:	
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. 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

- Contracts FY16-071
 - Bid Tab FY16-071
-

Fabricated Hydraulic Hoses w/fittings

Official Sizes	Wires	Velocity Tabulation		Hosemaster Tabulation		Hydraulic Tabulation		Hilton Tabulation	
		Cost Per Linear Foot	Linear Foot	Cost Per Linear Foot	Linear Foot	Cost Per Linear Foot	Linear Foot	Cost Per Linear Foot	Linear Foot
2	2	\$ -	6.06	\$ -	-	\$ -	-	\$ -	-
2	4	\$ -	2.28	\$ -	2.28	\$ -	-	\$ -	-
4	2	\$ 4.28	7.89	\$ -	7.89	\$ 3.48	-	\$ -	-
4	4	\$ -	2.94	\$ -	2.94	\$ -	-	\$ -	-
6	2	\$ 4.96	10.23	\$ -	10.23	\$ 4.06	-	\$ -	-
6	4	\$ 11.84	3.51	\$ -	3.51	\$ 9.74	-	\$ -	-
8	2	\$ 5.64	10.17	\$ -	10.17	\$ 4.64	-	\$ -	-
8	4	\$ -	3.81	\$ -	3.81	\$ 9.66	-	\$ -	-
10	2	\$ 7.38	12.51	\$ -	12.51	\$ 6.24	-	\$ -	-
10	4	\$ 15.72	5.91	\$ -	5.91	\$ -	-	\$ -	-
12	2	\$ 8.92	13.23	\$ -	13.23	\$ 7.54	-	\$ -	-
12	4	\$ 15.50	6.39	\$ -	6.39	\$ 11.55	-	\$ -	-
14	2	\$ -	15.21	\$ -	15.21	\$ -	-	\$ -	-
14	4	\$ -	7.86	\$ -	7.86	\$ -	-	\$ -	-
16	2	\$ 11.76	16.29	\$ -	16.29	\$ 10.34	-	\$ -	-
16	4	\$ 17.90	8.43	\$ -	8.43	\$ 17.02	-	\$ -	-
18	2	\$ -	20.04	\$ -	20.04	\$ -	-	\$ -	-
18	4	\$ -	10.38	\$ -	10.38	\$ -	-	\$ -	-
20	2	\$ -	27.15	\$ -	27.15	\$ 19.82	-	\$ -	-
20	4	\$ 31.58	15.54	\$ -	15.54	\$ 32.20	-	\$ -	-
Avg. Cost		\$ 13.55	14.70	\$ -	14.70	\$ 9.74	-	\$ -	-
Per LF									
Labor Rate		N/A	\$ 60.00 per hour			N/A		vendor did not fill in price schedule	\$90.00
Mileage Rate		N/A	-			N/A			\$0.56



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**



**FABRICATION OF HYDRAULIC HOSES W/FITTINGS
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the fabrication of hydraulic hoses with fittings for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

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, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071**

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.

CITY OF LAREDO
PURCHASING DIVISION



**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 fabrication of hydraulic hoses with fittings for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.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 August 30, 2016 and all bids received will be opened and read publicly on August 31, 2016 at 3:00 P.M.

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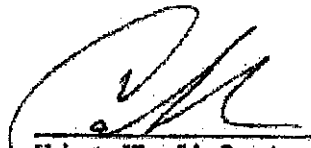
**BID: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071**

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 4th DAY OF AUGUST 2016.



Heberto "Beto" L. Ramirez
For: Acting City Secretary

CITY OF LAREDO
PURCHASING DIVISION

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

CITY OF LAREDO
PURCHASING DIVISION

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. A contract will be awarded to a multiple 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

CITY OF LAREDO
PURCHASING DIVISION

**Formal Invitation for Bids
Fabrication of Hydraulic Hoses W/Fittings
Fleet Department**

- 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 twelve (12) month supply contract for the fabrication of hydraulic hoses w/fittings.
- Fleet Department Point of Contact: Jack Dunn (956) 727-6450 or email jdunn@ci.laredo.tx.us
- 14.1** All questions for this bid shall be submitted in writing or by email no later than, July 22, 2016 to:
Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us
- 15.0 Contract Provisions**
- 15.1** The bidder shall quote prices F.O.B. delivered, City of Laredo – Fleet Department, Laredo, Texas.
- 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 lowest responsible bidder meeting the city's requirements.
- 17.0 Payment and Invoicing**
- 17.1** 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. All invoices have a 30-day term from receipt of order.
- 17.2** Materials bid must be new and unused.
- 17.3** 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.
- 18.0 General Requirements**
Hoses shall be available for pickup or delivery on the same day they are ordered. However, there may be occasions when the hoses must be ordered and those hoses should be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 18.1** Hoses will be ordered during regular working hours Monday through Friday.
- 18.2** Bids will be awarded to the lowest responsible bidder meeting the city's requirements. This contract will

CITY OF LAREDO
PURCHASING DIVISION

be awarded to multiple vendors.

18.3 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.

18.4 Bids not submitted on these forms will not be considered.

19.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are 1 working days from date of order. Same Day, Special orders 3-5 Business Days

Bidder's business hours: From: 8:00 a.m. to 5:30 p.m.

Days of week: Monday - Saturday

20.0 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.

20.1 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.

20.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.0 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. This contract will be awarded to multiple vendors.

Evaluation factors: Contract pricing and turnaround time for fabrication and delivery.

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.

**CITY OF LAREDO
PURCHASING DIVISION**

22.0 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.

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 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

CITY OF LAREDO
PURCHASING DIVISION

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) Hydratose Services

Signature Javier Jaime Date 8-9-16
of person authorized to sign bid

Print Name Javier Jaime
of person authorized to sign bid

Title: Owner

Business Address: 2820 Santa Ursula Ave

City, State, Zip Code: Laredo TX 78040

Telephone Number: (956) 726-0377 Fax Number: (956) 726-9230

Contact Person Email Address: hydratose@prodigy.net

Federal Tax ID Number: 71-0893135

Bidders Principal/Corporate Place of Business Address: 2820 Santa Ursula Ave

Indicated Status of Business:
Corporation _____ Partnership _____ Sole Proprietorship Other: _____

If other state business status: _____

State how long under its present business name: 15 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

CITY OF LAREDO
PURCHASING DIVISION

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 _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

26.0 Tab B Price Schedule

26.1 Fabricated Hydraulic Hoses w/Fittings

Orifice Size	Wires	Cost per Linear Foot	Approximate number of hoses requested on an annual basis
			For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.
2	2	\$	25
2	4	\$	25
4	2	\$ 3.48	25
4	4	\$	25
6	2	\$ 11.06	40
6	4	\$ 9.74	60
8	2	\$ 4.64	40
8	4	\$ 9.66	60
10	2	\$ 6.24	25
10	4	\$	25
12	2	\$ 7.54	25
12	4	\$ 11.55	25
14	2	\$	25
14	4	\$	25
16	2	\$ 10.34	25
16	4	\$ 17.02	25
18	2	\$	25
18	4	\$	25
20	2	\$ 19.82	25
20	4	\$ 32.20	25

State brand of hoses and fittings:

Parker Hannifin
Quantities are approximate on yearly basis.

Company Name: HydroHose Services

Owner/President Name: Javier Jaime

Company Address: 2820 Santa Ursula Ave

City, State, Zip Code: Laredo Tx 78040

Company Authorized Representative's Signature: Javier Jaime

Company Representative's Name: Javier Jaime

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

26.2 Mobile Service
Indicate if mobile service is available

Labor Rate for Services N/A	\$ _____ Per Hour
Mileage Rate (if any) N/A	\$ _____ Per Hour

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

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

**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.

Javier Salme
Name

Javier Salme
Signature

8-9-16
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.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

28.0 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 Javier Jaime
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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.

Javier Jaime
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:

CITY OF LAREDO
PURCHASING DIVISION

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 of the City's Ethics Code.
*This is a New Submission or Correction or Update to previous submission.

First: Javier M.I. Last: Jalme Suffix:

a) Contract or project name:
b) Originating department:

Javier Jalme DBA Hydratose Services

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

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:

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:

**CITY OF LAREDO
PURCHASING DIVISION**

***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 90 calendar days after the contract has been awarded.

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

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

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

I am aware of the following conflicts(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 90 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.

CITY OF LAREDO
PURCHASING DIVISION

***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: Javier Jaime Title: Owner

Company Name or DBA: HydraHose Services Date: 8-9-16

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:

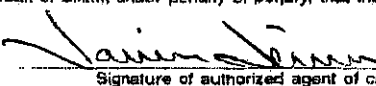
City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

30.0 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. <input checked="" type="checkbox"/>				
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

**CITY OF LAREDO
PURCHASING DIVISION**

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 August 30, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071**

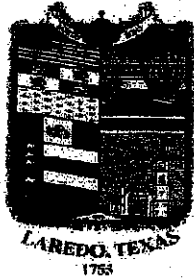
Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

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**

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

2

**FABRICATION OF HYDRAULIC HOSES W/FITTINGS
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the fabrication of hydraulic hoses with fittings for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

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, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.

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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



**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 fabrication of hydraulic hoses with fittings for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.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 August 30, 2016 and all bids received will be opened and read publicly on August 31, 2016 at 3:00 PM.

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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 4th DAY OF AUGUST 2016.


Heberto "Beto" L. Ramirez
For: Acting City Secretary

CITY OF LAREDO
PURCHASING DIVISION

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, 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

CITY OF LAREDO
PURCHASING DIVISION

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. A contract will be awarded to a multiple 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

CITY OF LAREDO
PURCHASING DIVISION

**Formal Invitation for Bids
Fabrication of Hydraulic Hoses W/Fittings
Fleet Department**

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 twelve (12) month supply contract for the fabrication of hydraulic hoses w/fittings.

Fleet Department Point of Contact: Jack Dunn (956) 727-6450 or email jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, July 22, 2016 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 Contract Provisions

15.1 The bidder shall quote prices F.O.B. delivered, City of Laredo – Fleet Department, Laredo, Texas.

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 lowest responsible bidder meeting the city's requirements.

17.0 Payment and Invoicing

17.1 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. All invoices have a 30-day term from receipt of order.

17.2 Materials bid must be new and unused.

17.3 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.

18.0 General Requirements

Hoses shall be available for pickup or delivery on the same day they are ordered. However, there may be occasions when the hoses must be ordered and those hoses should be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

18.1 Hoses will be ordered during regular working hours Monday through Friday.

18.2 Bids will be awarded to the lowest responsible bidder meeting the city's requirements. This contract will

CITY OF LAREDO
PURCHASING DIVISION

be awarded to multiple vendors.

- 18.3 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.
- 18.4 Bids not submitted on these forms will not be considered.

19.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are U/A working days from date of order.

Bidder's business hours: From: 8:00 a.m. to 5:30 p.m.

Days of week: M-F

20.0 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.

- 20.1 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.
- 20.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.0 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. This contract will be awarded to multiple vendors.

Evaluation factors: Contract pricing and turnaround time for fabrication and delivery.

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.

**CITY OF LAREDO
PURCHASING DIVISION**

22.0 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.

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 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**

CITY OF LAREDO
PURCHASING DIVISION

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) Velco, Inc.

Signature [Handwritten Signature] Date 8/26/16
of person authorized to sign bid

Print Name Arturo G. Vela
of person authorized to sign bid

Title: President

Business Address: 1705 Market St.

City, State, Zip Code: Laredo, TX 78043

Telephone Number: 956-726-1030 Fax Number: 956-726-0635

Contact Person Email Address: velcoinc1@sbcglobal.net

Federal Tax ID Number: 1-74-2295196-6

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 35 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

CITY OF LAREDO
PURCHASING DIVISION

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

Is the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? 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):	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Disadvantaged Business Enterprise (DBE):	<input type="radio"/> Yes	<input type="radio"/> No
Small Disadvantaged Business Enterprise (SDBC)	<input type="radio"/> Yes	<input type="radio"/> 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

**CITY OF LAREDO
PURCHASING DIVISION**

26.0 Tab B Price Schedule

26.1 Fabricated Hydraulic Hoses w/Fittings

Orifice Size	Wires	Cost per Linear Foot	Approximate number of hoses requested on an annual basis
			For bid purposes, the average length of each hose shall be 4 feet but the actual length purchased will be determined by the size of the replacement hose needed.
2	2	\$	25
2	4	\$	25
4	2	\$ 4.28 ft	25
4	4	\$	25
6	2	\$ 4.96 ft	40
6	4	\$ 11.84	60
8	2	\$ 5.64 ft	40
8	4	\$	60
10	2	\$ 7.38	25
10	4	\$ 15.72	25
12	2	\$ 8.92	25
12	4	\$ 15.50	25
14	2	\$	25
14	4	\$	25
16	2	\$ 11.76	25
16	4	\$ 17.90	25
18	2	\$	25
18	4	\$	25
20	2	\$	25
20	4	\$ 31.50	25

State brand of hoses and fittings:

Aerogrip

Quantities are approximate on yearly basis.

Company Name: Velco, Inc.

Owner/President Name: Arturo G. Vela

Company Address: 1705 Market St.

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: 

Company Representative's Name: Arturo G. Vela

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

26.2 Mobile Service
Indicate if mobile service is available

Labor Rate for Services	\$ _____ Per Hour
Mileage Rate (if any)	\$ _____ Per Hour

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

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

**CITY OF LAREDO
PURCHASING DIVISION**

I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Arturo G. Vela
Name

[Signature]
Signature

8/28/66
Date

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	<p>Date Received</p>	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p align="center"><u>N/A</u></p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____ Name of Officer</p>		
<p>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.</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p align="center">_____ Signature of person doing business with the governmental entity</p>		
<p align="right">_____ Date</p>		

CITY OF LAREDO
PURCHASING DIVISION

28.0 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 or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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

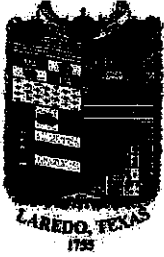
Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

CITY OF LAREDO
PURCHASING DIVISION

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 4D1 of the City's Ethics Code.
*This is a New Submission or Correction or Update to previous submission.

6. Name of person submitting this disclosure form:

First: Armando M.I. G. Last: Vela Suffix: _____

7. General information:

a) Contract or project name: Fabrication of Hydraulic Hoses w/Fittings FY16-071

b) Originating department: Fleet Department

8. Name of individual(s) or entity(ies) retaining a consultant to assist the City (or parties to the contract):

Velco, Inc.

9. Do any partner, parent, or subsidiary business entities exist, either directly or indirectly, in the City?

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

Names of partner, parent, or subsidiary business entities:

10. Will any individual(s) or entity(ies) 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:

11. Have any attorneys, lobbyists, or consultants 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:

**CITY OF LAREDO
PURCHASING DIVISION**

***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 2.01 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 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.

CITY OF LAREDO
PURCHASING DIVISION

***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: Arturo G. Vela Title: President
Company Name or DBA: Velco, Inc. Date: 8/26/16

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

**CITY OF LAREDO
PURCHASING DIVISION**

30.0 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. <u>Velco, Inc. 1705 Market St. Laredo, TX</u>				
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. <u>1-74-2295196-6</u>				
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. <input type="checkbox"/>				
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				

**CITY OF LAREDO
PURCHASING DIVISION**

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 August 30, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 31, 2016.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Fabrication of Hydraulic Hoses W/Fittings – Fleet Department
FY16-071**

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**

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Chief Ramiro R. Elizondo Jr, Interim Fire Chief; Ron W. Miller, Fleet Management Director; Stephen R. Geiss, Solid Waste Director; John Orfila Public Works Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY16-051 to sole bidder Praxair, Laredo, Texas for an annual amount not to exceed \$50,000.00. This contract is to provide welding gases/medical oxygen to various City Departments to include: Fire, Traffic, Parks and Recreation. This is the last renewal and it is for a two (2) year term, subject to future appropriations. Funding is available in the respective departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Renewal approved by City Council on October 21, 2019.

Consideration to award contract to Praxair was approved by City Council on July 18, 2016

BACKGROUND

Consideration to renew contract FY16-051 to sole bidder Praxair, Laredo, Texas for an annual amount not to exceed \$50,000.00. This contract is to provide welding gases/medical oxygen to various City Departments to include: Fire, Traffic, Parks and Recreations. This is the last renewal and it is for a two (2) year term and subject to future appropriations. Funding is available in the respective departmental budgets.

The City went out on formal bid request for contract FY16-051 and received one bid from Praxair, Laredo, Texas 78043; prices submitted as follows:

A. OXYGEN

Item Description	Unit Cost	p/cylinder	Monthly Rental
1 Size 20 cf Series	\$ 7.00		N/C
2 Size 40 of Series	\$ 8.00		N/C
3 Size 80 cf Series	\$ 10.00		N/C
4 Size 120cf	\$ 12.00		\$ 4.00
5 Size 200 cf	\$ 14.00		\$ 4.00
5a Size 244 cf	\$ 12.00		\$ 4.00

5b Size 250 cf \$ 14.00	\$ 4.00
B. ACETYLENE	
1 Size # 1 (MC) \$ 10.00	\$ 4.00
2 Size # 2 (B) 18" tall \$ 12.00	\$ 4.00
3 Size # 3 75cf 24" tall \$ 25.00	\$ 4.00
4 Size # 4 132 cf \$ 34.00	\$ 4.00
C. NITROGEN	
1 200 series \$ 14.00	\$ 4.00
D ARGON	
1 Argon 244 Series \$ 25.00	\$ 4.00
2 Argon CO2, 200 Series \$ 35.00	\$ 4.00
2 Argon CO2 300 Series \$ 14.00	\$ 4.00
E. HELIUM	
1 200 Series \$ 100.00	\$ 4.00
F. MEDICAL OXYGEN	
1 Size D \$ 7.00	N/C
2 Size E \$ 8.00	N/C

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval of this contract renewal.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds:
Account #: Multiple Accounts
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

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 of services, should contract beyond the current fiscal year is contingent up 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 nulls and void.

Account Numbers:

- 101 3115 553 3730
- 101 2410 523 3730
- 556 2550 533 3730
- 101 2623 523 3730
- 101 3125 553 3730
- 593 2810 533 3730
- 101 2710 533 3730
- 557 4130 533 3730
- 101 2415 523 3730

Attachments

FY16-051 Bid

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**WELDING GASES/MEDICAL SUPPLIES
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two year contract for the purchase of welding gases/medical oxygen for various departments of the City of Laredo.

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 June 15, 2016** ; and all bids received will be opened and read publicly at **3:00 PM at the Office of the City Secretary on June 16, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Welding Gases/Medical Oxygen
FY16-051

Bids are to be mailed: City of Laredo – Acting City Secretary C/O Heberto L. Ramirez City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – Acting City Secretary C/O Heberto L. Ramirez City Hall – Third Floor 1110 Houston Laredo, Texas
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

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.

1.1 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 that
the unit cost shall govern .
- (c) Proposed delivery time must be shown and shall include Sundays and holidays
- (d) 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.
- (e) 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.

3.1 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.

4.1 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.

**CITY OF LAREDO
PURCHASING DIVISION**

- (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.

7.1 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.

8.1 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.

9.1 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. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.1 AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder by section 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.

11.1 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 . 8042.

12.1 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

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.

13.1 PROHIBITED INTERESTS IN CONTRACTS

(a) No city official or employee shall directly or indirectly have a financial interest in any contract with the City, or shall be financially interested in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee.

(b) Any willful violation of this Section shall constitute malfeasance in office, and any city official or employee listed in subsection (a) who is found guilty thereof shall forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council and the case shall be referred to the proper authorities.

(c) **Financial Interest.**

A city official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

- (1) A city official, city employee, Parks & Leisure Advisory Committee Member, Historic District Land Board Member, Ethics Commission Board Member, or other decision making board member;
- (2) His or her spouse, sibling, parent, child or other family member within the fourth degree of consanguinity or affinity;
- (3) A business entity in which the official or employee, or his or her parent, child or spouse, directly or indirectly owns:
 - (A) Ten percent (10%) or more of the voting stock or shares of the business entity; or
 - (B) Ten percent (10%) or more of the fair market value of the business entity; or
- (4) A business entity if any person or entity listed in Subsection (1),(2) or (3) above is:
 - (A) a subcontractor on a city contract;
 - (B) a partner; or
 - (C) a parent or subsidiary business entity.

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 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 mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
WELDING GASES/MEDICAL OXYGEN

14.0 SCOPE:

The City of Laredo is requesting sealed bids for awarding two year contract for the purchase of welding gases/medical oxygen used by various city departments. The purpose of this contract is to secure contract pricing for a two year period.

15.0 General Requirements:

- a. Withdrawal of bids will not be allowed for a period of sixty (60) days following the bid opening.
- b. Bids shall be submitted on these forms. Deviations to the general conditions and or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid.
- c. Delivery required in this bid shall be freight prepaid; F.O.B. destination and bid prices shall include all freight and delivery charges. No delivery, no sale.
- d. Warranty condition for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.
- e. Bidder must enclose manufacturer's technical data where requested. Bidder must state brand and packing for each of the items for which prices are quoted. Failure to comply with their provisions may result in non-consideration of bid.
- f. Successful bidder must immediately notify, the Purchasing Division that their product(s) will not be delivered on time as required or stated on the purchase order in writing. Failure to notify, in writing, will automatically remove you from the bid list when purchase order is canceled.
- g. Term" no guaranteed annual volume" is used because the city cannot reasonably project its needs for these supplies which will be ordered by individual departments as per needed basis.
- h. Successful bidder will take full responsibility that all merchandise must be delivered on dock. None of our personnel will unload from any truck or go into any truck to unload.
- i. The contractor shall comply with all laws, rules, regulations and ordinances of the State of Texas, County of Webb, and the City of Laredo relating to the employment of Labor and the performance of public work contract.
- j. The contractor shall comply with OSHA safety rules and any other safety guidelines and any other safety guidelines and standards as required by the City.
- k. Whenever an article or material is defined by describing a proprietary product of by using the name of manufacturer or brand name, the term" or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to excluded other manufactured products of comparable quality, design and efficiency.

16.0 TERM OF CONTRACT:

This contract is for a two year contract and may be renewed for an additional two years period if the City of Laredo and the contract vendor mutually agree in writing no increases in cost will be incurred during the renewal.

17.0 INSURANCE REQUIREMENTS:
As per Terms and Condition 12.0

17.1 Award of Contract:

Submission and award of contract shall be based on the "Terms and Conditions of the Invitation for Bids ", which are attached and made part of these specifications. This contract will be awarded to the lowest responsive responsible vendor whose proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

**CITY OF LAREDO
PURCHASING DIVISION**

18.0 BID PRICING:

Item	Description	Est. Qty.	Unit Cost per Cylinder	Total Cost Per Cylinder	Monthly Rental per Cylinder
A. OXYGEN					
1	Size 20 cf Series (AC)	3	\$	\$	\$
2	Size 40 cf Series (AC)	3	\$	\$	\$
3	Size 80 cf Series	50	\$	\$	\$
4	Size 120 cf	10	\$	\$	\$
5	Size 200 cf	10	\$	\$	\$
5a	Size 244 cf	10	\$	\$	\$
5b	Size 250 cf	10	\$	\$	\$
B ACETYLENE					
1	Size # 1 (MC)	3	\$	\$	\$
2	Size # 2 (B) 18" tall	3	\$	\$	\$
3	Size # 3 75cf 24" tall	10	\$	\$	\$
4	Size # 4 132 cf	10	\$	\$	\$
C. NITROGEN					
1	Size 200 series	3	\$	\$	\$
D ARGON					
1a	Argon 244 Series	3	\$	\$	\$
2	Argon CO2 200 Series	3	\$	\$	\$
2a	Argon CO2 244 Series	3	\$	\$	\$
E HELIUM					
1	200 Series	2	\$	\$	\$
F. MEDICAL OXYGEN					
1	Size D	175	\$	\$	N/A
2	Size H	125	\$	\$	N/A
3	Size E	10	\$	\$	N/A

19.0 **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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 _____	
This company is not a certified minority business:	<input type="checkbox"/>			
<i>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>				

- | |
|--|
| <p>Required Submittals:</p> <ol style="list-style-type: none">1. Bidder information sheet, page 9 and 102. Bid Schedule page 83. Conflict of Interest Disclosure page 134. Affidavit page 445. Form 1295, page 15 |
|--|

CITY OF LAREDO
PURCHASING DIVISION



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: _____

20.0 - Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

CITY OF LAREDO
PURCHASING DIVISION

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY	
	Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2	<input type="checkbox"/> 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		
<p>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.</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
_____		_____
Signature of person doing business with the governmental entity		Date

22.0 AFFIDAVIT

Project: Welding Gases/Medical Oxygen FY16-051

Form of Non-Collusive Affidavit

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is

(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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:

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
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			

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing annual contract FY18-085 with Gonzalez Auto Parts, Laredo, Texas in an amount up to \$115,000.00, for the purchase of automotive batteries for the City's fleet vehicles. All batteries will be secured on an as needed basis. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year and shall be contingent upon availability of appropriated funds. This is the second of three extension periods. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 10/7/19.

BACKGROUND

This annual supply contract currently furnishes the fleet department with automotive batteries for all City vehicles. 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 three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to 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.

Bid Summary:

<u>Vendor</u>	<u>Section IIB Not Built in</u>
Gonzalez Auto Parts	<u>USA 1 1/2 Year Battery</u>
	<u>Replacement</u>

Complete listings of pricing and battery size are attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332071
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY18-085
FY18-085 GAP Contract

Line #	Description	QTY	UOM	Gonzalez Auto Parts (Laredo Gonzalez Auto Parts Ltd)		NAPA AUTO PARTS (MIRGE OPERATIONS LLC)	
				Total Price	Unit	Total Price	Unit
1	Battery Price Schedule Section IA – Built in U 1			No Bid			
1.1	BAT-24	25	PKG			<u>\$48,256.50</u>	
1.2	BAT-24F	25	EA			<u>\$61.44</u>	
1.3	BAT-27	10	EA			<u>\$60.67</u>	
1.4	BAT-26R	35	EA	No Bid			
1.5	BAT-31P	100	EA			<u>\$61.44</u>	
1.6	BAT-31S	265	EA	No Bid			
1.7	BAT-34	25	EA			<u>\$61.61</u>	
1.8	BAT-35	10	EA			<u>\$64.64</u>	
1.9	BAT-40R	20	EA	No Bid			
1.10	BAT-47	10	EA	No Bid			
1.11	BAT-48	65	EA			<u>\$76.80</u>	
1.12	BAT-49	125	EA	No Bid			
1.13	BAT-58	60	EA			<u>\$88.31</u>	
1.14	BAT-58R	15	EA	No Bid			
1.15	BAT-59	15	EA	No Bid			
1.16	BAT-65	375	EA			<u>\$73.36</u>	
1.17	BAT-75	20	EA			<u>\$60.05</u>	
1.18	BAT-78	30	EA			<u>\$62.17</u>	
1.19	BAT-86	15	EA	No Bid			
1.20	BAT-94R	55	EA	No Bid			
1.21	BAT-U11	15	EA	No Bid			
1.22	BAT-U1R	20	EA	No Bid			
2	Battery Price Schedule Section IB – Built in U 1		PKG	No Bid		<u>\$87,136.15</u>	\$87,136.15
2.1	BAT-24	25	EA			<u>\$78.56</u>	
2.2	BAT-24F	25	EA			<u>\$80.59</u>	
2.3	BAT-27	10	EA			<u>\$82.78</u>	
2.4	BAT-26R	35	EA			<u>\$80.62</u>	
2.5	BAT-31P	100	EA	No Bid			
2.6	BAT-31S	265	EA	No Bid			
2.7	BAT-34	25	EA			<u>\$82.10</u>	
2.8	BAT-35	10	EA			<u>\$85.46</u>	
2.9	BAT-40R	20	EA			<u>\$81.22</u>	
2.10	BAT-47	10	EA			<u>\$90.28</u>	
2.11	BAT-48	65	EA			<u>\$95.12</u>	
2.12	BAT-49	125	EA			<u>\$102.49</u>	
2.13	BAT-58	60	EA			<u>\$85.46</u>	
2.14	BAT-58R	15	EA			<u>\$85.46</u>	
2.15	BAT-59	15	EA			<u>\$85.46</u>	
2.16	BAT-65	375	EA			<u>\$94.17</u>	
2.17	BAT-75	20	EA			<u>\$78.56</u>	

2.18	BAT-78	30	EA				\$83.75		
2.19	BAT-86	15	EA				\$88.90		
2.20	BAT-94R	55	EA				\$121.04		
2.21	BAT-U1L	15	EA				No Bid		
2.22	BAT-U1R	20	EA				No Bid		
3	Battery Price Schedule Section IIA-Not-Built 1	20	PKG			\$94,697.25			\$48,256.50
3.1	BAT-24	25	EA			\$55.00			
3.2	BAT-24F	25	EA			\$55.00		\$61.44	
3.3	BAT-27	10	EA			\$67.00		\$60.67	
3.4	BAT-26R	35	EA			\$56.00	No Bid		
3.5	BAT-31P	100	EA			\$74.95	\$61.44		\$0.00
3.6	BAT-31S	265	EA			\$79.85	\$0.00		\$0.00
3.7	BAT-34	25	EA			\$64.00	\$61.61		
3.8	BAT-35	10	EA			\$56.00	\$64.64		
3.9	BAT-40R	20	EA			\$67.00	\$0.00		\$0.00
3.10	BAT-47	10	EA			\$67.00	\$0.00		\$0.00
3.11	BAT-48	65	EA			\$67.00	\$76.80		
3.12	BAT-49	125	EA			\$79.95	\$0.00		\$0.00
3.13	BAT-58	60	EA			\$59.00	\$88.31		
3.14	BAT-58R	15	EA			\$67.00	\$0.00		\$0.00
3.15	BAT-59	15	EA			\$67.00	\$0.00		\$0.00
3.16	BAT-65	375	EA			\$69.00	\$73.36		\$0.00
3.17	BAT-75	20	EA			\$65.00	\$60.05		
3.18	BAT-78	30	EA			\$68.00	\$62.17		
3.19	BAT-86	15	EA			\$56.00	\$0.00		\$0.00
3.20	BAT-94R	55	EA			\$96.00	\$0.00		\$0.00
3.21	BAT-U1L	15	EA			\$35.95	\$0.00		\$0.00
3.22	BAT-U1R	20	EA			\$35.95	\$0.00		\$0.00
4	Battery Price Schedule Section IIB-Not-Built 1	20	PKG			\$94,697.25			\$87,136.15
4.1	BAT-24	25	EA			\$55.00			
4.2	BAT-24F	25	EA			\$55.00	\$78.56		
4.3	BAT-27	10	EA			\$67.00	\$80.59		
4.4	BAT-26R	35	EA			\$56.00	\$82.78		
4.5	BAT-31P	100	EA			\$74.95	\$80.62		
4.6	BAT-31S	265	EA			\$79.85	\$0.00		\$0.00
4.7	BAT-34	25	EA			\$64.00	\$0.00		\$0.00
4.8	BAT-35	10	EA			\$56.00	\$82.10		
4.9	BAT-40R	20	EA			\$67.00	\$85.46		
4.10	BAT-47	10	EA			\$67.00	\$81.22		
4.11	BAT-48	65	EA			\$67.00	\$90.28		
4.12	BAT-49	125	EA			\$79.95	\$95.12		
4.13	BAT-58	60	EA			\$59.00	\$102.49		
4.14	BAT-58R	15	EA			\$67.00	\$85.46		
4.15	BAT-59	15	EA			\$67.00	\$85.46		
4.16	BAT-65	375	EA			\$69.00	\$94.17		

4.17	BAT-75	20	EA	<u>\$65.00</u>	\$78.56
4.18	BAT-78	30	EA	<u>\$68.00</u>	\$83.75
4.19	BAT-86	15	EA	<u>\$56.00</u>	\$88.90
4.20	BAT-94R	55	EA	<u>\$96.00</u>	\$121.04
4.21	BAT-U11	15	EA	\$35.95	\$0.00
4.22	BAT-U1R	20	EA	\$35.95	\$0.00

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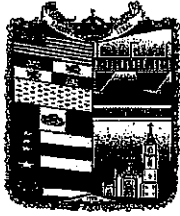
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City of Laredo
Purchasing Division
Renewal Notice

July 14, 2020

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Avenue
Laredo, Texas 78041

Re: Automotive Batteries – Fleet Department
Contract FY18-085
Renewal Extension II

Dear Mr. Gage,

A contract was awarded to your company on 9/17/18. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of three extension periods.


Current Contract Pricing

Description

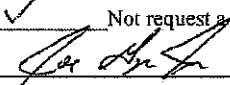
Section IIB – Battery Not Built in USA 1 ½ Year Free Replacement

Please indicate your desire to request a contract extension. 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

Xc: Purchasing File

Gonzalez Auto Parts	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Joe Gage Jr</u>	
Date: <u>7-14-20</u>	



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

October 8, 2019

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Avenue
Laredo, Texas 78041

Re: Automotive Batteries – Fleet Department
Contract Renewal FY18-085 – Extension I
Approved by City Council on October 7, 2019

Dear Mr. Gloria,

This is to inform you that the contract renewal for FY18-085 for the purchase of automotive batteries was approved by City Council on October 7, 2019. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing

Description

Section IIB – Battery Not Built in USA 1 ½ Year Free Replacement

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: 10/07/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to renew the existing annual contract FY18-085 with Gonzalez Auto Parts, Laredo, Texas in an amount up to \$115,000.00, for the purchase of automotive batteries for the City's Fleet vehicles. All batteries will be secured on an as needed basis. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year. This is the first of three extension periods. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 9/17/18.

BACKGROUND

This annual supply contract currently furnishes the fleet department with automotive batteries for all City vehicles. 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 first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. 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.

Bid Summary:

<u>Vendor</u>	<u>Section IIB Not Built in</u>
Gonzalez Auto Parts	<u>USA 1 1/2 Year Battery</u>
	<u>Replacement</u>

Complete listings of pricing and battery size are attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be renewed.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332071
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY18-085
Contract FY18-085



**City of Laredo
Purchasing Division
Renewal Notice**

September 12, 2019

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Avenue
Laredo, Texas 78041

Re: Automotive Batteries – Fleet Department
Contract FY18-085
Renewal Extension I

Dear Mr. Gage,

A contract was awarded to your company on 9/17/18. 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 three extension periods.

Current Contract Pricing

Description

Section IIB – Battery Not Built in USA 1 ½ Year Free Replacement

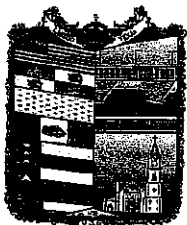
Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gonzalez Auto Parts	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	
Print Name: <u>Joe Gage Jr.</u>	
Date: <u>9-13-19</u>	



**City of Laredo
Purchasing Division**

LETTER OF AWARD

September 18, 2018

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Avenue
Laredo, Texas 78041

Re: Automotive Batteries – Fleet Department
Contract FY18-085
Approved by City Council on September 17, 2018

Dear Mr. Gloria,

This is to inform you that contract FY18-085 for the purchase of automotive batteries was approved by City Council on September 17, 2018. The term of this contract shall be for a period of one year. This contract has three extension periods.

Contract Pricing

Description

Section IIB – Battery Not Built in USA 1 ½ Year Free Replacement

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 caldape@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 09/17/2018

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 award annual supply contract FY18-085 for the purchase of automotive batteries for the Fleet Department to the low bidder Gonzalez Auto Parts, Laredo, TX, in annual amount of up to \$115,000.00. These batteries will be purchased on an as needed basis for all City fleet vehicles. The term of this contract shall be for a period of one (1) year, and is subject to future appropriations, beginning as of the date of its execution. Funding is available in the Fleet Maintenance budget.

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 (2) two bids for awarding an annual supply contract for furnishing automotive batteries for the City's general vehicle fleet. As with all supply contracts, these batteries will be purchased on an as needed basis. Section IIB submitted by Gonzalez Auto Parts is complete and provides the best value to the City. Staff has reviewed the bids submitted and is recommending a contract be awarded to the low bidder Gonzalez Auto Parts, Laredo, Texas.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. 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.

Pricing Summary:

	Gonzalez Auto Parts	NAPA Auto Parts
Description	Laredo, Texas	Laredo, Texas
Section IA – Battery Built in USA 1 Year Free Replacement	No Bid	\$ 48,256.50 (incomplete section)
Section IB– Battery Built in USA 1 ½ Year Free Replacement	No Bid	\$ 87,136.15 (incomplete section)
Section IIA – Battery Not Built in USA 1 Year Free Replacement	\$ 94,697.25	\$ 48,256.50 (incomplete section)
Section IIB– Battery Not Built in USA 1 ½ Year Free Replacement	\$ 94,697.25	\$ 87,136.15 (incomplete section)

A complete bid Tabulation is attached. The quantities are estimates and are based on the best available information.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
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

Bid Tab FY18-085

Contract FY18-085

City of Laredo Purchasing (City of Laredo Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Enrique Aldape III Administrative Assistant II	Address	5512 Thomas Avenue	Address	1110 Houston St 3rd floor
Email	ealdape@ci.laredo.tx.us		Laredo, TX 78041		Laredo, TX 78043
Phone	(956) 794-1733 x	Contact	Enrique Aldape III	Contact	Jose A. Valdez, Jr.
Fax	(956) 790-1805 x		Purchasing Division		City Secretary
		Department		Department	
Bid Number	FY18-085 Automotive Batteries - Fleet Dept.	Building	Public Works Service Center	Building	City Hall 3rd floor
Title	FY18-085 Automotive Batteries - Fleet Dept.	Floor/Room		Floor/Room	
Bid Type	RFB	Telephone	956 (794) 1733 x	Telephone	
Issue Date	7/24/2018 04:00 PM (CT)	Fax	956 (790) 1805 x	Fax	
Close Date	8/16/2018 05:00:00 PM (CT)	Email	ealdape@ci.laredo.tx.us	Email	

Supplier Information

Company Gonzalez Auto Parts (Laredo Gonzalez Auto Parts Ltd)
Address 4220 San Bernardo Ave.

 Laredo, TX 78041
Contact Joe Gage Jr.
Department
Building
Floor/Room
Telephone (956) 726-9766
Fax (956) 726-9760
Email jgage@gapautoparts.com
Submitted 8/16/2018 11:57:12 AM (CT)
Total \$189,394.50

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

Signature JOE GAGE JR.

Email jgage@gapautoparts.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Award By Section	This contract will be awarded by Section IA-IB or Section IIA-IIB 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.	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".	(No Response Required)
3	Name of Offeror (Business)		GONZALEZ AUTO PARTS
4	Print Name of person authorized to sign bid		Joe Gage Jr
5	Title		President
6	Business Address		4220 San Bernardo Ave.
7	City, State, Zip Code		Laredo, TX 78041
8	Telephone Number		(956) 726-9766
9	Federal Tax ID Number		20-2071342
10	Bidders Principal/Corporate Place of Business Address		4220 San Bernardo Ave., Laredo, TX 78041
11	Indicated Status of Business		Partnership
12	If other state business status		N/A
13	State how long under its present business name		83 Years
14	If applicable, list all other names under which the Business identified above operated in the last five years		N/A
15	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?		No
16	Question #1	Has the business, or any officer or partner thereof, failed to complete a contract?	No
17	Question 2	Is any litigation pending against the Business?	No
18	Question #3	Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?	No
19	Question #4	If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.	N/A

20	Question #5	Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?	No
21	Question #6	Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?	No
22	Question #7	Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?	No
23	Question #8	Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?	No
24	Question #9	Is the Business in arrears in any contract or debt?	No
25	Question #10	Has the Business been a defaulter, as a principal, surety, or otherwise?	No
26	Question #11	Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?	No
27	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.	(No Response Required)
28	Historically Underutilized Business (HUB)		No
29	Small Disadvantaged Business Enterprise (SDBC)		No
30	Disadvantaged Business Enterprise (DBE)		No
31	Other: Please specify		N/A
32	This company is not a certified minority business		This company is not a certified minority business
33	Contact Person Email Address		jgage@gapautoparts.com

34 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.

(No Response Required)

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.

35 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity.

(No Response Required)

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.

36	Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS	If you attest there is no conflict of interest, please skip sections 2-8.	I attest there is no conflict of interest
37	Question 2. Name of person who has a business relationship with local governmental entity		Gonzalez Auto Parts
38	Question 3. Check this box if you are filing an update to a previously filed questionnaire.	(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
39	Question 4. Name of local government officer(s) with whom filer has employment or business relationship.	This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.	N/A
40	Question 5. Sub-Part A	A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?	No
41	Question 6. Sub-Part B	B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?	No
42	Question 7. Sub-Part C	C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?	No
43	Question 8. Sub-Part D	D. Describe each employment or business relationship with the local government officer named in this section	N/A
44	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)
45	This is a		New Submission
46	Question 1. Name of person submitting this disclosure form	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)	Joe Gage Jr
47	Question 2. Contract Information	Please include the following: a)Contract or Project Name b)Originating Department	FY18-085 Automotive Batteries Fleet Department
48	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)		GONZALEZ AUTO PARTS
49	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.		Not Applicable
50	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

51	Question 5. List any individuals or entities that will be subcontractors on this contract		Not Applicable
52	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
53	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract		Not Applicable
54	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
55	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 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 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
56	Question 7. Disclosure of political contributions	If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.	N/A
57	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.	(No Response Required)
58	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
59	8. Disclosure of Conflict of Interest	If you selected I am aware of conflict of interest in question 8, please list them in this section.	N/A
60	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

61 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.	I have read and understand this section
	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.	
62 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
63 Question 11. Oath	Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date	Joe Gage Jr., President Gonzalez Auto Parts 08/15/2018
64 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
65 Company Information Questionnaire		I have completed this section
66 Conflict of Interest Questionnaire		I have completed this section
67 Non-Collusive Affidavit		I have completed and included this form
68 Discretionary Contracts Disclosure		I have completed this section

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>.

I will comply with this form

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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

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.

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, 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 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 Section IA-IB or Section IIA-IIB 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 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

DISQUALIFICATION & DEBARMENT
CERTIFICATION

I certify to the terms and conditions

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-C-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of 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.

1.CODE OF ETHICS ORDINANCE 2012-0-126

I have read and understand this section

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.

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Battery Price Schedule Section IA – Built In USA – 1 Year Free Replacement	No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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1.1	25	EA	BAT- 24	
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Supplier Notes:

1.2	25	EA	BAT- 24F	
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Supplier Notes:

1.3	10	EA	BAT- 27	
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Supplier Notes:

1.4	35	EA	BAT- 26R	
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Supplier Notes:

1.5	100	EA	BAT- 31P	
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Supplier Notes:

1.6	265	EA	BAT- 31S	
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Supplier Notes:

1.7	25	EA	BAT- 34	
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Supplier Notes:

1.8	10	EA	BAT- 35	
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Supplier Notes:

1.9	20	EA	BAT- 40R	
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Supplier Notes:

1.10 10 EA BAT- 47

Supplier
Notes:

1.11 65 EA BAT- 48

Supplier
Notes:

1.12 125 EA BAT- 49

Supplier
Notes:

1.13 60 EA BAT- 58

Supplier
Notes:

1.14 15 EA BAT- 58R

Supplier
Notes:

1.15 15 EA BAT- 59

Supplier
Notes:

1.16 375 EA BAT- 65

Supplier
Notes:

1.17 20 EA BAT- 75

Supplier
Notes:

1.18 30 EA BAT- 78

Supplier
Notes:

1.19 15 EA BAT- 86

Supplier
Notes:

1.20 55 EA BAT- 94R

Supplier
Notes:

1.21 15 EA BAT- U1L

Supplier
Notes:

1.22 20 EA BAT- U1R

Supplier
Notes:

2 1 PKG Battery Price Schedule Section IB – Built in USA – 1 1/2 Year Free Replacement No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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2.1	25	EA	BAT- 24	
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Supplier
Notes:

2.2	25	EA	BAT- 24F	
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Supplier
Notes:

2.3	10	EA	BAT- 27	
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Supplier
Notes:

2.4	35	EA	BAT- 26R	
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Supplier
Notes:

2.5	100	EA	BAT- 31P	
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Supplier
Notes:

2.6	265	EA	BAT- 31S	
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Supplier
Notes:

2.7	25	EA	BAT- 34	
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Supplier
Notes:

2.8 10 EA BAT- 35

Supplier
Notes:

2.9 20 EA BAT- 40R

Supplier
Notes:

2.10 10 EA BAT- 47

Supplier
Notes:

2.11 65 EA BAT- 48

Supplier
Notes:

2.12 125 EA BAT- 49

Supplier
Notes:

2.13 60 EA BAT- 58

Supplier
Notes:

2.14 15 EA BAT- 58R

Supplier
Notes:

2.15 15 EA BAT- 59

Supplier
Notes:

2.16 375 EA BAT- 65

Supplier
Notes:

2.17 20 EA BAT- 75

Supplier
Notes:

2.18 30 EA BAT- 78

Supplier
Notes:

2.19 15 EA BAT- 86

Supplier
Notes:

2.20 55 EA BAT- 94R

Supplier
Notes:

2.21 15 EA BAT- U1L

Supplier
Notes:

2.22 20 EA BAT- U1R

Supplier
Notes:

3 1 PKG Battery Price Schedule Section IIA -Not- Built in USA - 1 Year Free Replacement \$94,697.25

Item Notes:

Supplier Notes: All Continental Batteries

ALL PRICES ARE WITH EXCHANGE, IF NO CORE, A FEE WILL BE CHARGED.

Package Line Items:

#	Qty	UOM	Description	Response
3.1	25	EA	BAT- 24	55.00
Supplier Notes:			Continental Battery 24HD	
3.2	25	EA	BAT- 24F	55.00
Supplier Notes:			Continental Battery 24FHD	
3.3	10	EA	BAT- 27	67.00
Supplier Notes:			Continental Battery 27P	
3.4	35	EA	BAT- 26R	56.00
Supplier Notes:			Continental Battery 26RP	
3.5	100	EA	BAT- 31P	74.95
Supplier Notes:			Continental Battery XHD31A	

3.6	265	EA	BAT- 31S	79.85
Supplier Notes:		Continental Battery XHD31C		
3.7	25	EA	BAT- 34	64.00
Supplier Notes:		Continental Battery 34P		
3.8	10	EA	BAT- 35	56.00
Supplier Notes:		Continental Battery 35P		
3.9	20	EA	BAT- 40R	67.00
Supplier Notes:		Continental Battery 40RP		
3.10	10	EA	BAT- 47	67.00
Supplier Notes:		Continental Battery 47P		
3.11	65	EA	BAT- 48	67.00
Supplier Notes:		Continental Battery 48/91P		
3.12	125	EA	BAT- 49	79.95
Supplier Notes:		Continental Battery L5/H8/49P		
3.13	60	EA	BAT- 58	59.00
Supplier Notes:		Continental Battery 58P		
3.14	15	EA	BAT- 58R	67.00
Supplier Notes:		Continental Battery 47P		
3.15	15	EA	BAT- 59	67.00
Supplier Notes:		Continental Battery 59P		
3.16	375	EA	BAT- 65	69.00
Supplier Notes:		Continental Battery 65P		

3.17	20	EA	BAT- 75	65.00
Supplier Notes:	Continental Battery 75P			
3.18	30	EA	BAT- 78	68.00
Supplier Notes:	Continental Battery 78P			
3.19	15	EA	BAT- 86	56.00
Supplier Notes:	Continental Battery 86P			
3.20	55	EA	BAT- 94R	96.00
Supplier Notes:	Continental Battery 94RP			
3.21	15	EA	BAT- U1L	35.95
Supplier Notes:	Continental Battery U1L-300			
3.22	20	EA	BAT- U1R	35.95
Supplier Notes:	Continental Battery U1R-300			

4 1 PKG Battery Price Schedule Section IIB -Not- Built in USA - 1 1/2 Year Free Replacement \$94,697.25

Item Notes:

Supplier Notes: All Continental Batteries

ALL PRICES ARE WITH EXCHANGE, IF NO CORE, A FEE WILL BE CHARGED.

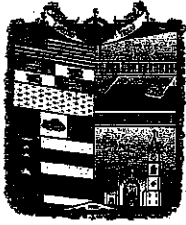
Package Line Items:

#	Qty	UOM	Description	Response
4.1	25	EA	BAT- 24	55.00
Supplier Notes:	Continental Battery 24HD			
4.2	25	EA	BAT- 24F	55.00
Supplier Notes:	Continental Battery 24FHD			
4.3	10	EA	BAT- 27	67.00
Supplier Notes:	Continental Battery 27P			

4.4	35	EA	BAT- 26R	58.00
Supplier Notes:	Continental Battery 26RP			
4.5	100	EA	BAT- 31P	74.95
Supplier Notes:	Continental Battery XHD31A			
4.6	265	EA	BAT- 31S	79.85
Supplier Notes:	Continental Battery XHD31C			
4.7	25	EA	BAT- 34	64.00
Supplier Notes:	Continental Battery 34P			
4.8	10	EA	BAT- 35	56.00
Supplier Notes:	Continental Battery 35P			
4.9	20	EA	BAT- 40R	67.00
Supplier Notes:	Continental Battery 40RP			
4.10	10	EA	BAT- 47	67.00
Supplier Notes:	Continental Battery 47P			
4.11	65	EA	BAT- 48	67.00
Supplier Notes:	Continental Battery 48/91P			
4.12	125	EA	BAT- 49	79.95
Supplier Notes:	Continental Battery L5/H8/49P			
4.13	60	EA	BAT- 58	59.00
Supplier Notes:	Continental Battery 58P			
4.14	15	EA	BAT- 58R	67.00
Supplier Notes:	Continental Battery 47P			

4.15	15	EA	BAT- 59	67.00
Supplier Notes:	Continental Battery 59P			
4.16	375	EA	BAT- 65	69.00
Supplier Notes:	Continental Battery 65P			
4.17	20	EA	BAT- 75	65.00
Supplier Notes:	Continental Battery 75P			
4.18	30	EA	BAT- 78	68.00
Supplier Notes:	Continental Battery 78P			
4.19	15	EA	BAT- 86	56.00
Supplier Notes:	Continental Battery 86P			
4.20	55	EA	BAT- 94R	96.00
Supplier Notes:	Continental Battery 94RP			
4.21	15	EA	BAT- U1L	35.95
Supplier Notes:	Continental Battery U1L-300			
4.22	20	EA	BAT- U1R	35.95
Supplier Notes:	Continental Battery U1R-300			

Response Total: \$189,394.50



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**AUTOMOTIVE BATTERIES
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 automotive batteries 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>

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on August 16, 2018; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on August 17, 2018.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Automotive Batteries - Fleet Department
FY18-085**

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
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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 automotive batteries 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 August 16, 2018** and all bids received will be opened and read publicly on **August 17, 2018 at 4:00 PM.**

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**BID: Automotive Batteries – Fleet Department
FY18-085**

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Cit-E-Bid:**

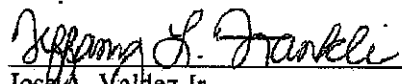
<https://cityoflaredo.ionwave.net/Login.aspx>

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 24th DAY OF JULY 2018.

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 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 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by Section A or B 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

**CITY OF LAREDO
PURCHASING DIVISION**

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

CITY OF LAREDO
PURCHASING DIVISION

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of 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.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Automotive Batteries

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 awarding a supply contract for the purchase of automotive batteries 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>

16.0 Scope

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 twelve month supply contract. The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of tractor and heavy equipment tires for the Fleet Department.

Fleet Department point of contact: Heberto “Beto” Ramirez (956) 727-6455 hramirez@ci.laredo.tx.us

- 16.1 All questions for this bid shall be submitted in writing or by email no later than, August 3, 2018 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

17.0 Battery Specifications

All Batteries must be Heavy Line, new unused, as listed in manufacturer's latest catalog.

- 17.1 The successful bidder must provide a location within the City of Laredo, where a 25% stock on all common sized batteries requested in this bid invitation will be kept. This location must be in a building with ample space for shelving and display of batteries specified. The contract vendor must provide the City a loaner battery while the battery is being charged if needed.
- 17.2 Bidder must provide names of company staff who will handle the account for the City of Laredo.
Name: _____ Phone number: _____
- 17.3 The delivery time for batteries will be within a 4 hour notice on normal business days. The successful bidder will be responsible to furnish all City of Laredo Department's battery requirements. The successful bidder must advise the City Maintenance Shop if batteries cannot be delivered within the time specified.
- 17.4 If during the contract period, the successful bidder cannot provide the batteries as stated, the City of Laredo may purchase the requested battery from another vendor and charge the difference in price to the vendor being awarded this contract. If the vendor consistently cannot provide batteries within the period specified above, the City shall have the option to cancel this contract upon a 30 day written notice.
- 17.5 All batteries must conform to the attached specifications in all respects. The City of Laredo reserves the right to inspect bidder's storing facilities. Facilities may be a determining factor in awarding this bid.
- 17.6 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.

**CITY OF LAREDO
PURCHASING DIVISION**

- 17.7 Pickup & delivery: Successful bidder must provide pickup and delivery of batteries during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 17.8 All batteries must be labeled with the manufacturer's label and must have the cold cranking amps on the battery.
- 17.9 The City of Laredo will consider, as an option, batteries not built in the USA but meeting all specifications and reserves the right to choose either Section IA-B or Section IIA-B.
- 17.10 The City prefers that all batteries show the average life expectancy on the accelerated life test.
- 17.11 The distributor must deliver fully charged batteries ready for installation.
- 17.12 The distributor must have a place of business in Laredo and be able to deliver Batteries to the Fleet Maintenance office, 1102 Bob Bullock Loop, Laredo, Texas.
- 17.13 Hot stamping batteries will not be allowed.
- 17.14 Bidder must provide a copy of the manufacturer's specification sheet for the brand of batteries being proposed.

18.0 Warranty and Guarantee

All batteries must be covered by a two (2) year manufacturer's warranty. All batteries must also come with a one (1) year free replacement or better, warranty in writing from the manufacturer. Bidder must provide with this bid, type of battery adjustment the company will provide.

Warranty: _____

Battery Adjustment: _____

Free Battery Replacement Time: _____

19.0 Delivery

Delivery of batteries to the City of Laredo Fleet Department Shop must be made within 3 calendar days after order has been placed.

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

20.0 Purchases

Batteries will be purchased on a per-need basis. The City's needs shall govern the amount of batteries purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

21.0 Qualifications of Bidder

21.1 _____

**CITY OF LAREDO
PURCHASING DIVISION**

22.0 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 A or B~~ 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.

22.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

23.0 Term of Contract

The term of this contract shall be for a period of 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.

CITY OF LAREDO
PURCHASING DIVISION

24.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@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

Tab G - Form 1295

CITY OF LAREDO
PURCHASING DIVISION

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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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 _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

27.0 Tab B Price Schedule

27.1 Battery Price Schedule Section IA – Built in USA – 1 Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT- 24	90	460	25					
BAT- 24F	90	460	25					
BAT- 27	160	675	10					
BAT- 26R	80	540	35					
BAT- 31P	170	950	100					
BAT- 31S	170	950	265					
BAT- 34	120	700	25					
BAT- 35	90	525	10					
BAT- 40R	100	590	20					
BAT- 47	90	630	10					
BAT- 48	100	540	65					
BAT- 49	90	800	125					
BAT- 58	80	540	60					
BAT- 58R	80	580	15					
BAT- 59	80	460	15					
BAT- 65	160	850	375					
BAT- 75	90	650	20					
BAT- 78	110	650	30					
BAT- 86	85	605	15					
BAT- 94R	140	730	55					
BAT- U1L	34	300	15					
BAT- U1R	34	235	20					
Grand Total Section IA								

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."

**CITY OF LAREDO
PURCHASING DIVISION**

27.2 Battery Price Schedule Section IB – Built in USA – 1 1/2 Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT- 24	90	460	25					
BAT- 24F	90	460	25					
BAT- 27	160	675	10					
BAT- 26R	80	540	35					
BAT- 31P	170	950	100					
BAT- 31S	170	950	265					
BAT- 34	120	700	25					
BAT- 35	90	525	10					
BAT- 40R	100	590	20					
BAT- 47	90	630	10					
BAT- 48	100	540	65					
BAT- 49	90	800	125					
BAT- 58	80	540	60					
BAT- 58R	80	580	15					
BAT- 59	80	460	15					
BAT- 65	160	850	375					
BAT- 75	90	650	20					
BAT- 78	110	650	30					
BAT- 86	85	605	15					
BAT- 94R	140	730	55					
BAT- UIL	34	300	15					
BAT- UIR	34	235	20					
Grand Total Section IB								

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."

**CITY OF LAREDO
PURCHASING DIVISION**

27.3 Battery Price Schedule Section IIA -Not- Built in USA - 1 Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT- 24	90	460	25					
BAT- 24F	90	460	25					
BAT- 27	160	675	10					
BAT- 26R	80	540	35					
BAT- 31P	170	950	100					
BAT- 31S	170	950	265					
BAT- 34	120	700	25					
BAT- 35	90	525	10					
BAT- 40R	100	590	20					
BAT- 47	90	630	10					
BAT- 50	100	540	6					
BAT- 40	90	800	12					
BAT- 56	80	540	60					
BAT- 56R	80	580	15					
BAT- 59	80	460	15					
BAT- 65	160	850	25					
BAT- 75	90	650	20					
BAT- 78	110	650	20					
BAT- 86	85	605	15					
BAT- 94R	140	730	55					
BAT- U1L	34	300	15					
BAT- U1R	34	235	20					
Grand Total Section IIA								

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."

**CITY OF LAREDO
PURCHASING DIVISION**

27.4 Battery Price Schedule Section IIB –Not- Built in USA – 1 1/2 Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT- 24	90	460	25					
BAT- 24F	90	460	25					
BAT- 27	160	675	10					
BAT- 26R	80	540	35					
BAT- 31P	170	950	100					
BAT- 31S	170	950	265					
BAT- 34	120	700	25					
BAT- 35	90	525	10					
BAT- 40R	100	590	20					
BAT- 47	90	630	10					
BAT- 48	100	540	65					
BAT- 49	90	800	125					
BAT- 58	80	540	60					
BAT- 58R	80	580	15					
BAT- 59	80	460	15					
BAT- 65	160	850	375					
BAT- 75	90	650	20					
BAT- 78	110	650	30					
BAT- 86	85	605	15					
BAT- 94R	140	730	55					
BAT- UIIL	34	300	15					
BAT- UIIR	34	235	20					
Grand Total Section IIB								

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."

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

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

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

CITY OF LAREDO
PURCHASING DIVISION

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 _____

(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: _____

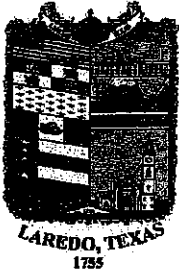
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

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: _____ 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: _____

**CITY OF LAREDO
PURCHASING DIVISION**

***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 2.01 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 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.

**CITY OF LAREDO
PURCHASING DIVISION**

***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

**CITY OF LAREDO
PURCHASING DIVISION**

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. <input type="checkbox"/>			
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			

CITY OF LAREDO
PURCHASING DIVISION

35.0 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 16, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on August 17, 2018.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Automotive Batteries – Fleet Department
FY18-085**

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: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, Interim Health Director

SUBJECT

2020-R-113 Ratifying the submission of a grant application to the Texas Department of State Health Services (DSHS) in the estimated amount of \$131,626.00 for epi/surveillance and in the estimated amount of \$1,045,448.00 for laboratory needs for a total amount of \$1,177,074.00 for the City of Laredo Health Department (CLHD) COVID-19 response activities for the term period from August 1, 2020 (or upon execution) through April 30, 2022 and further authorizing the City Manager to execute any and all documents resulting from the award of this grant.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo Health Department (CLHD) is requesting City Manager approval to submit this grant application, due on June 26, 2020, as well as to execute any and all documents and contracts if awarded these funds from the Texas Department of State Health Services for COVID-19 response activities. If awarded, the CLHD will establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures; improve morbidity and mortality surveillance; enhance laboratory testing and reporting capacity; prevent and control COVID-19 in healthcare settings and protect other vulnerable or high-risk populations; monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel); work with healthcare system to manage and monitor system capacity; and improve understanding of jurisdictional communities with respect to COVID-19 risk.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?:

Source of Funds: DSHS

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial impact at this moment.

Attachments

2020-R-113

RESOLUTION 2020-R-113

RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE ESTIMATED AMOUNT OF \$131,626.00 FOR EPI/SURVEILLANCE AND IN THE ESTIMATED AMOUNT OF \$1,045,448.00 FOR LABORATORY NEEDS FOR A TOTAL AMOUNT OF \$1,177,074.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) COVID-19 RESPONSE ACTIVITIES FOR THE TERM PERIOD FROM AUGUST 1, 2020 (OR UPON EXECUTION) THROUGH APRIL 30, 2022 AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS RESULTING FROM THE AWARD OF THIS GRANT.

WHEREAS, the City of Laredo Health Department (CLHD) is requesting City Manager approval to submit this grant application, due on June 26, 2020, as well as to execute any and all documents and contracts if awarded these funds from the Texas Department of State Health Services for COVID-19 response activities; and

WHEREAS, if awarded, the CLHD will establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures; improve morbidity and mortality surveillance; enhance laboratory testing and reporting capacity; prevent and control COVID-19 in healthcare settings and protect other vulnerable or high-risk populations; monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel); work with healthcare system to manage and monitor system capacity; and improve understanding of jurisdictional communities with respect to COVID-19 risk.

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

Section 1: The City Manager is hereby authorized to ratify the submission of a grant application to the Texas Department of State Health Services (DSHS) in the estimated amount of \$131,626.00 for epi/surveillance and in the estimated amount of \$1,045,448.00 for laboratory needs for a total amount of \$1,177,074.00 for the City of Laredo Health Department (CLHD) COVID-19 response activities for the term period from August 1, 2020 (or upon execution) through April 30, 2022 and is further authorized to execute any and all documents resulting from the award of this grant.

Section 2: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2020.**

**PETE SAENZ
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY**

**RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, Interim Health Director

SUBJECT

2020-R-114 Ratifying the execution of a contract with the Women's Health and Family Planning Association of Texas (WHFPT) in the amount of \$113,928.00 for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health services for the period from April 1, 2020 through March 31, 2021.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On May 4, 2020, Council approved Resolution 2020-R-069.

BACKGROUND

The City of Laredo Health Department (CLHD) is continuing its contract with the Women's Health and Family Planning Association of Texas (WHFPT) for the continuation of the Title X Family Planning and Women's Health Program. Through this agreement, the CLHD will provide family planning and women's preventive wellness services to include counseling and health education, women's health wellness and preventive health care services (breast exams, mammographies, pap smears, annual check-ups), family planning, birth control, prenatal, post-partum and interpartum care, laboratory and diagnostic services needed for quality women's health care and in accordance to Title X screening and eligibility guidelines.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?:

Source of Funds: WHFPT

Account #: 226-6203

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account 226-0000-321-6304 and the expenditure division 226-6203 with Project Number HEWR01 will increase by 5,775.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by \$5,775.00. The total budget remains the same.

Attachments

Contract

Allocation Determination

2020-R-114

**Women's Health and Family Planning Association of Texas
SUB-RECIPIENT CONTRACT**

THIS AGREEMENT ("Agreement") establishes the arrangement between Women's Health and Family Planning Association of Texas ("WHFPT"), a Texas nonprofit corporation, with its principal offices located in Austin, Texas, and City of Laredo Public Health ("Sub-recipient"), with its principal office located at 2600 Cedar Ave., Laredo, TX 78040, Employer Identification No. 74-6001573, DUNS No. 069463594, to implement the WHFPT Title X project for the April 1, 2020 through March 31, 2021 budget period, consistent with the applicable requirements of the federal and state rules and regulations.

RECITALS

WHEREAS, WHFPT was awarded federal financial assistance in the amount of \$15,820,000 from the U.S. Department of Health and Human Services ("DHHS") on March 18, 2020 pursuant to the provisions of the Public Health Service Act (42 U.S.C. 201, et seq.) ("Act") to manage the Project for the provision of family planning services in the State of Texas (Grant No. FPHPA006401-02) for the period April 1, 2020 through March 31, 2021.

WHEREAS, the Sub-recipient has been and is engaged in providing the public with qualified medical, counseling, educational, and outreach services in the area of family planning.

WHEREAS, the Sub-recipient has agreed to provide directly to the public certain services related to the Project, defined for purposes of this Agreement as medical counseling, educational, and outreach activities in the area of family planning ("Project Services"), financed in whole or in part by the grant award pursuant to the Act in accordance with the Act and the regulations promulgated thereunder, and in cooperation with and in accordance with the goals, policies, procedures, and standard statements of WHFPT.

WHEREAS, Sub-recipient shall not provide abortion as a method of family planning and is prohibited from using any Project resources to perform or promote such procedures.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I – TERM OF AGREEMENT

Section 1.1 This Agreement shall be in effect for a term of 12 months commencing on April 1, 2020 until March 31, 2021 unless earlier terminated as provided elsewhere herein upon delivery of written notice by WHFPT to Sub-recipient not less than ten (10) days prior to the expiration of the term of the agreement.

ARTICLE II – SCOPE OF WORK OF SUB-RECIPIENT

Section 2.1 Sub-recipient shall provide Project Services to unduplicated clients (“Client Quota”) during the April 1, 2020 – March 31, 2021 budget period at the designated Title X service sites, and at such other sites and locations where clients receive family planning services that support the goals of the Project.

Section 2.2 In the event that Sub-recipient provides Project Services to the minimum number of unduplicated clients prior to the end of the Term of Agreement, Sub-recipient shall nonetheless continue to provide Project Services and submit client data through the end of the Term. WHFPT must be notified in writing if Sub-recipient is unable to provide family planning services to all individuals seeking such services.

Section 2.3 Sub-recipient will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

(a) Sub-recipient shall provide all FDA approved methods of contraception, including natural family planning and emergency contraception. If Sub-recipient cannot provide all methods of contraception on-site, Sub-recipient must notify WHFPT in writing. Referrals for methods not available on-site must be provided for clients who indicate they prefer those methods.

(b) Sub-recipient shall provide voluntary, confidential family planning services to all who request it, regardless of age, gender, ethnicity, race, and sexual orientation.

(c) Sub-recipient shall provide all services in a manner which respects the individual client’s privacy and dignity.

(d) Sub-recipient shall ensure all persons’ freedom of choice of contraceptive method as long as there are no medical contraindications to the method selected.

(e) Sub-recipients shall obtain sufficient informed consent from all clients.

(f) Sub-recipient shall offer all laboratory services on-site or through a contractual or referral arrangement consistent with Title X guidelines. Assure that the provision of all pharmaceuticals on-site are done so in a manner consistent with all rules and regulations of the State of Texas.

(g) Sub-recipient shall ensure that priority in the provision of services will be given to persons from a “Low-Income Family”, defined as a social unit comprised of one or more individuals living together as a household whose total income does not exceed one hundred percent (100%) of the current Federal Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable DHHS regulations. Sub-recipient shall ensure that no charge will be made for family planning services provided to any person from a Low-Income Family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. Any charge made for services hereunder shall be made in compliance with DHHS regulations and the WHFPT Policy on Client Fee Charges. Sub-recipients will submit to WHFPT on an annual basis, its fee schedule, schedule of discounts, and policies and procedures related to client fees.

(h) Sub-recipient shall submit invoices for services, and diligently pursue payment, without application of any discounts from all third-party payers which are authorized or under a legal or contractual obligation to reimburse Sub-recipient for services rendered.

(i) Sub-recipient shall develop, manage, and conduct the Project and provide Project Services related to family planning in compliance with the requirements of the Act, all regulations promulgated and/or amended by DHHS under the Act (“DHHS Regulations”), applicable DHHS policies, procedures, conditions, and standards, as amended from time to time, and all WHFPT policies, standards, and guidelines, including, but not limited to the following: Program Requirements for Title X Funded Family Planning Projects; Providing Quality Family Planning Services (QFP); 42 U.S.C. §256b, as applicable (340B drug pricing agreements); 2 CFR Part 200 and 45 CFR 75, as applicable; 1 TAC Chapter 382, as applicable (Women’s Health Services rules); 1 TAC Chapter 371; Subchapter G, as applicable (Medicaid program integrity rules); the Texas Medicaid Providers and Procedures Manual, as applicable; and WHFPT Policy and Procedure Manual, as amended from time to time. In addition, the Sub-recipient’s Project shall conform to WHFPT’s Medical Standards (“Medical Standards”).

(j) Sub-recipient shall provide services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate Project Services.

(k) Sub-recipient shall establish and implement planned activities to facilitate community awareness of and access to family planning services (42 CFR 59.5(b)(3)). Sub-recipient shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of Project Services, and to promote continuing participation in the Project by persons to whom family planning services may reasonably be expected to be beneficial.

Informational and educational programs shall be based on an assessment of the needs of the community and shall incorporate implementation and evaluation strategies. All informational or educational material(s) utilized by Sub-recipient in connection with the Project shall be in accordance with the guidelines as reviewed and approved by the Education Materials Workgroup established by WHFPT.

(l) Sub-recipient shall provide Title X orientation and in-service training for each of its family planning program personnel, volunteers, and as appropriate for Board of Directors and/or other governing body.

(m) Sub-recipient shall ensure attendance by a minimum of two (2) staff members, one (1) of which is a direct service provider, at the WHFPT Annual Title X Conference. Participation in WHFPT's other training opportunities are highly encouraged.

(n) Sub-recipient shall provide family planning medical services: (1) under the direction of a physician with special training or experience in family planning; and (2) in compliance with all state practice standards and/or standards of care.

(o) Sub-recipient shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in WHFPT's quality assurance program. Sub-recipient must provide a standard of care that conforms, at a minimum, to standards of practice established by DHHS and WHFPT through, among other things, the employment of qualified personnel and the provision of safe, effective services which meet the needs of the community, and through a program that allows for on-going monitoring and evaluation of services.

(p) Sub-recipient shall coordinate and provide referral arrangements with providers of primary healthcare and providers of social services. Sub-recipient shall submit copies of written collaborative agreements with relevant referral agencies annually. If a Sub-recipient subcontracts any of the core family planning services under the Title X project, Sub-recipient shall submit a copy of its written agreement with the subcontractor for approval by WHFPT.

(q) Sub-recipient shall provide accurate and timely information on the clients served and services provided through WHFPT's central data processing agreement with Ahlers and Associates by the 15th day of the following month.

(r) Sub-recipient shall maintain confidentiality and security of all client records, including the reports of those clients served in non-traditional settings, in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time (collectively "HIPAA"). All information obtained by Sub-recipient or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such

individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA. Sub-recipient specifically affirms and agrees that persons from a Low-Income Family will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to clients promptly upon presentation of a written authorization as provided by Texas law. Sub-recipient acknowledges that the provisions of this paragraph survive the termination of the Agreement.

(s) Sub-recipient shall provide an annual independent financial audit for its agency.

(t) Sub-recipient shall ensure that no Title X funds are used to perform or promote abortion services and that abortion is not provided as a family planning method.

ARTICLE III – SCOPE OF WORK BY WHFPT

Section 3.1 WHFPT shall advise Sub-recipients of all changes in federal requirements and guidelines which relate to the development of implementation of the Project. However, a failure or delay in notifying the Sub-recipient of such changes will not relieve the Sub-recipient of the responsibilities described in this Agreement.

Section 3.2 WHFPT shall monitor programmatic, clinical, and fiscal operations of the Sub-recipient as they relate to the Project and/or the provision of Project Services and shall have the right to require Sub-recipient to implement reasonable changes to such operations based on WHFPT's findings.

Section 3.3 Based on information obtained as a result of WHFPT staff's contact with Sub-recipient, including site visits, chart audits, and review of financial and client data, WHFPT may recommend appropriate technical assistance and/or training. WHFPT shall work with Sub-recipient to obtain required and/or requested technical assistance and/or training at no or minimal cost to the Sub-recipient.

Section 3.4 WHFPT staff shall be available during normal business hours to Sub-recipient and on an ongoing basis to discuss policy and other questions related to the Project and Project Services.

Section 3.5 WHFPT shall ensure that Sub-recipient is eligible for 340B pharmacy purchasing system consistent with the rules and regulations of the Federal Office of Pharmacy Affairs.

Section 3.6 WHFPT shall provide access to the WHFPT central data processing system provided by Ahlers and Associates.

ARTICLE IV – COMPENSATION

Section 4.1 The amount of the Title X (Federal CFDA Number 93.217) grant funds to be paid to the Sub-recipient by WHFPT pursuant to this Agreement is \$113,928 (“Base Amount”) in the aggregate, according to the following terms and conditions.

(a) The parties acknowledge and agree that all payments made by WHFPT to Sub-recipient shall be deemed payments of the Base Amount, and Sub-recipient shall not be entitled to payment of any additional amounts hereunder for Project Services provided prior to the Effective Date except to the extent set forth in Section 4.2 below.

(b) WHFPT shall remit the Base Amount to the Sub-recipient in equal monthly installments. Payment shall be made no later than the 15th of every calendar month during the Term of Agreement. WHFPT’s obligations to pay the Base Amount pursuant to this section shall be expressly conditioned upon the disbursement to WHFPT of grant funds by DHHS for the Project with respect to the relevant portion of the project period beginning April 1, 2019. To the extent such grant funds are not disbursed, then WHFPT’s obligation to pay the Base Amount to the Sub-recipient shall be deferred until such grant funds are received.

(c) It shall be a condition precedent to Sub-recipient’s right to receive a scheduled portion of any Base Amount that (1) Sub-recipient has submitted all programmatic and/or fiscal reports and client data required pursuant to this Agreement, and (2) Sub-recipient has materially complied with the terms and conditions of this Agreement as determined by WHFPT in its sole discretion.

(d) The Base Amount will be earned by the Sub-recipient by providing Project Services to unduplicated clients (“Client Quota”) during the Term of Agreement. The definition of a family planning client is described in the definitions for the completion of the DHHS Title X Family Planning Annual Report (FPAR) and in WHFPT’s Data Manual. Each client will be counted at their first visit during the Term of Agreement and will earn \$82.44 (“Per Client Rate”) toward the satisfaction of the Base Amount.

Section 4.2 From time to time, WHFPT will administer Special Funds to Sub-recipients. WHFPT will inform Sub-recipients of the specific policies and procedures to access each fund. All clients benefiting from these funds must be documented in WHFPT’s centralized data system. WHFPT provides these funds to Sub-recipients in addition to the Base Amount.

Section 4.3 WHFPT conducts an annual reconciliation process, according to the following terms and conditions:

(a) The deadline for submitting client data is forty-five (45) days from the end of the Term of Agreement (March 31, 2021). Reconciliation will be completed within ninety (90) days from the end of the contract term.

(b) Should the Sub-recipient exceed its Client Quota during the Term of Agreement, an accounts payable will be established for the amount the Sub-recipient over-earned. WHFPT will pay all or some part of this payable, based on the availability of funds as determined by the WHFPT Board of Trustees. Sub-recipient acceptance of this payable will serve to fulfill WHFPT's obligation to the Sub-recipient for the Term of Agreement.

(c) Should the Sub-recipient fail to earn the Base Amount, based on the number of clients served during the Term of Agreement, multiplied by the Per Client Rate, a deferred support account for the amount the Sub-recipient under-earned will be established and must be acknowledged in the Sub-recipient's financial records. WHFPT and the Sub-recipient will develop a repayment plan, which may include one or more of the following options: direct payment via check; offsetting debt by reducing the annual allocation amount; or offsetting debt by exceeding the client quota.

(d) If the Sub-recipient has a deferred support account and the Agreement is terminated and WHFPT and the Sub-recipient are unable to negotiate a new Agreement, then Sub-recipient shall pay to WHFPT the entire amount promptly and, in any event, within thirty (30) days of WHFPT's written determination. Special permission may be granted by WHFPT to pay via a payment plan with the last payment due at or before the close of the grant period.

Section 4.4 All amounts paid to WHFPT by the Sub-recipient, which are subsequently found to be unallowable under the Act or DHHS regulations, shall be refunded by the Sub-recipient promptly after written notice is delivered.

Section 4.5 The collection and use of program income from the Project shall comply with DHHS Regulations and WHFPT Policies and Procedures. Sub-recipients shall report all such income to WHFPT as required for federal reporting.

ARTICLE V – REPORTING AND RETENTION OF RECORDS

Section 5.1 Sub-recipient shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant funds and program income.

Section 5.2 If the Sub-recipient provides abortion services, these accounting records must demonstrate physical and financial separation between the Project and any abortion services provided by the Sub-recipient as determined by WHFPT in its sole discretion. If the Sub-recipient provides abortion services, sub-recipient shall deliver within 30 days of the end of the Term of Agreement a certificate executed by a duly authorized officer of Sub-recipient certifying that no portion of the Grant Award was used (directly or indirectly) in connection with any abortion services provided by the Sub-recipient.

Section 5.3 Sub-recipient shall have its accounting records audited annually by an independent certified public accountant or other party acceptable to WHFPT to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement and all applicable State and Federal regulations. Such audit shall further be conducted in accordance with the applicable DHHS Grants Policy Statement 45 CFR Part 75, or other mandated Audit Guidelines, and the completed audit report shall be in a form acceptable to WHFPT. A copy of the completed audit report shall be made available to WHFPT within ninety (90) days of the completion of the audit.

Section 5.4 Sub-recipient shall provide to WHFPT family planning revenue information on a quarterly basis, based on instructions provided by WHFPT and in compliance with FPAR definitions. Sub-recipient shall, at WHFPT's request, make all Project, medical, and financial records available for review by WHFPT or DHHS. Confidentiality and security of client information and/or data shall be maintained by both parties and their respective representatives and agents.

Section 5.5 Sub-recipient must report all family planning services under the Project to the WHFPT centralized data system by the 15th day of the following month and in a format approved by WHFPT.

Section 5.6 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all records pertaining to the Project for five (5) years. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later. Sub-recipient shall retain personnel and payroll records related to the Project for a minimum of seven (7) years after issuance of the applicable W-2s. Sub-recipient shall retain all records pertaining to the purchase of equipment (as defined below) using any portion of the Grant Award for a minimum of three (3) years after disposition of such equipment.

Section 5.7 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all medical records pertaining to the Project for seven (7) years or for the period prescribed by statute, regulation, or policy, whichever period is longer. Sub-recipient shall maintain medical or clinical records in accordance with regulations including, but not limited to, the following: Texas Health & Safety Code §241.103, as applicable (hospital records); 22 TAC §165.1 (medical records), all as amended from time to time. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.

ARTICLE VI – GENERAL TERMS AND CONDITIONS

Section 6.1 In performing its duties under this Agreement, Sub-recipient is acting as an independent contractor, not as an agent of WHFPT, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

Section 6.2 Sub-recipient shall comply with all DHHS Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patent, and copyrights to WHFPT.

Section 6.3 Sub-recipient shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the Sub-recipient.

Section 6.4 Sub-recipient shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

Section 6.5 Sub-recipient shall procure and maintain for the Term of Agreement fire and extended coverage insurance covering all property owned or controlled by Sub-recipient in an amount of not less than its full insurable value. Sub-recipient shall procure and maintain public liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for healthcare injury or wrongful death to one person, and One Million Dollars (\$1,000,000) in aggregate for all healthcare liability claims occurring in an insurance policy year, and in an amount not less than Two Hundred Thousand Dollars (\$200,000) for each occurrence of damage to property. WHFPT shall be named as an additional insured under all such policies.

Section 6.6 Sub-recipient shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that Sub-recipient is fully protected. Texas places a Two Hundred and Fifty Thousand Dollar (\$250,000) cap on non-economic damages for all doctors and other individual healthcare providers. There is also a Two Hundred and Fifty Thousand Dollar (\$250,000) non-economic damages cap placed on each hospital. In total, for all hospitals and other institutions, there is a Five Hundred Thousand Dollar (\$500,000) non-economic damages cap.

Section 6.7 The parties agree to the following indemnification provisions:

(a) Sub-recipient shall indemnify, defend, and hold harmless WHFPT and its Related Persons (collectively “WHFPT Indemnitees”) for all losses, damages, claims, costs, liabilities, expenses, or obligations (including, without limitation, reasonable attorneys’ fees and associated expenses) (collectively “Losses”), incurred or suffered by the WHFPT Indemnitees based upon, arising out of, or resulting from (1) the provision of Project Services or other activities by Sub-recipient, (2) the actions of Sub-recipient pursuant to this Agreement, or (3) any claims, investigations, audits, reviews, request for information, or other proceedings involving any third-party (including any governmental or regulatory authority), but in each case only to the extent such Losses are not caused by a breach by WHFPT of its obligations under this Agreement. “Related Persons” means agents, officers, employees, directors of a person, and their respective affiliates.

(b) WHFPT shall indemnify, defend, and hold harmless Sub-recipient and its officers, directors, employees, and agents (collectively "Sub-recipient Indemnitees") for all Losses incurred or suffered by the Sub-recipient Indemnitees to the extent based upon, as a result of or arising from WHFPT's or its Related Persons' material breach of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, WHFPT shall not be liable for any Losses caused by, arising out of, or related to the Agreement, unless such Losses are finally adjudicated to be the result of the gross negligence or willful misconduct of WHFPT and/or its Related Persons.

(d) The maximum amount of indemnifiable Losses pursuant to Section 6.7(a) and (b) shall equal all amounts paid by WHFPT to Sub-recipient pursuant to this Agreement.

Section 6.8 Sub-recipient shall comply with DHHS Regulations pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. Sub-recipient shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by WHFPT in accordance with DHHS Regulations and procedures. For purposes of this Agreement, "Equipment" shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

Section 6.9 Sub-recipient shall give prompt notice to WHFPT of any audits, inspections, investigations, requests for records from any governmental agency or its designee, civil investigative demands, subpoenas, notices of potential or final violation, or any other proceedings threatened or instituted against it in any court, administrative tribunal, commission, or other regulatory body which, if adversely determined, could have a material effect upon the Project, Sub-recipient's assets or operations.

Section 6.10 The Sub-recipient certifies by signing this Agreement that it will comply with the provisions of the Federal "Certification Regarding Lobbying", which provides that no federally appropriated funds will be paid by or on behalf of the Sub-recipient to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer an 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any of the aforementioned persons, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

Section 6.11 The Sub-recipient shall not use Title X funds to pay for salaries in excess of the Executive Level II of the Federal Executive Pay Scale. That Amount is \$197,300. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs.

An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

ARTICLE VII – TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENTS

Section 7.1 This Agreement shall terminate automatically if the Title X Grant to WHFPT, or any portion of such Grant designated by WHFPT for the Sub-recipient's Project, is transferred to another entity, suspended, or terminated. This Agreement shall be amended if said Title X funds are reduced, at the sole discretion of WHFPT.

Section 7.2 This Agreement may be terminated by WHFPT upon thirty (30) days prior written notice to Sub-recipient, if Sub-recipient breaches any provision of this Agreement or any additional requirements or conditions applicable to this Agreement.

Section 7.3 In lieu of termination, WHFPT may, in its sole discretion, issue a warning letter stating that Sub-recipient has a specified number of days to cure its noncompliance to the satisfaction of WHFPT. If the noncompliance is not cured to WHFPT's satisfaction at the end of such specified period, WHFPT may suspend payments to Sub-recipient under this Agreement. WHFPT may also immediately suspend payments as a result of Sub-recipient's noncompliance at WHFPT's sole discretion. When Sub-recipient's noncompliance has been corrected to the satisfaction of WHFPT, payments under this Agreement shall be reinstated.

Section 7.4 During the Term of Agreement, if a Sub-recipient intends to terminate this agreement, or to discontinue Title X services at a service site, the Sub-recipient must notify WHFPT in writing sixty (60) days prior, but no less than thirty (30) days prior to taking any of these actions. In each case, Sub-recipient will comply with all WHFPT closure procedures, as outlined in WHFPT's Policy and Procedure Manual. Any payable owed to WHFPT is due after termination, as outlined in Section 4.3(d) above.

Section 7.5 This Agreement may be terminated by Sub-recipient upon thirty (30) days prior written notice to WHFPT in the event that:

(a) WHFPT breaches any material provision of this Agreement; or

(b) Additional requirements or conditions imposed on this Agreement by the Act, DHHS Regulations, or the terms and conditions of the DHHS Grant would materially increase the costs or other burdens of the Sub-recipient in fulfilling its duties under this Agreement.

Section 7.6 This Agreement may be terminated at any time by the mutual agreement of both the Sub-recipient and WHFPT.

Section 7.7 Upon termination of this Agreement, as provided above, neither party shall have any further obligations hereunder except for:

(a) Obligations accrued for Project Services provided to unduplicated clients prior to the date of termination.

(b) Obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term of Agreement.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

Section 8.1 WHFPT's Deputy Title X Project Director, who will serve as the Sub-recipient's initial point of contact, is designated as:

Name: Stephanie LeBleu

Contact Information: Programs@whfpt.org

Section 8.2 All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

If to WHFPT: 314 E. Highland Mall Blvd., Ste. 400, Austin, TX 78752

If to Sub-recipient: 2600 Cedar Ave., Laredo, TX 78040

Or to other such address as either party shall specify to the other by advance written notice.

Section 8.3 Designated officials are appointed as follows:

(a) The Sub-recipient appoints Interim Health Director
Richard Chamberlain [**Name of Representative**] as its designated agent for administering its obligations under this Agreement.

(b) WHFPT appoints Chief Executive Officer, Kami Geoffray, as its designated agent for administering WHFPT's obligations under this Agreement.

(c) The individuals designated above are designated for the purpose of notice and convenience and, under no circumstance, shall either person identified be held personally or individually liable or responsible for the actions, representations, or undertakings contained herein or taken pursuant to this Agreement by WHFPT or Sub-recipient.

Section 8.4 The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

(a) All decisions rendered pursuant to termination herein.

(b) All actions for breach of this Agreement or noncompliance brought by either WHFPT or Sub-recipient.

(c) All other actions or claims asserted by WHFPT arising from management or administration of the Project by Sub-recipient.

(d) All other actions or claims asserted by Sub-recipient arising from WHFPT's management or administration of the Title X Grant.

Section 8.5 The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in the Texas Arbitration Act and that each party shall bear its own costs arising from the arbitration proceedings.

Section 8.6 This Agreement shall be governed by the laws of the State of Texas applicable to agreements to be performed wholly within the State of Texas. The federal and state courts of Travis County, Texas shall be the exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may arise out of or be brought in connection with or by reason of this Agreement.

Section 8.7 Except as expressly provided herein, no delay or omission to exercise any right, power, or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power, or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

Section 8.8 Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. References to "including," "includes," and similar words shall be deemed to mean "including, without limitation"

Section 8.9 Except as may be herein specifically provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties; provided, however, at the request of any party, Sub-recipient shall execute such additional instruments and take such additional acts as are reasonable and as WHFPT may deem necessary or desirable to effectuate the purpose of this Agreement.

Section 8.10 This Agreement and amendments hereto shall be in writing and may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument. If any signature is delivered by facsimile or electronic transmission (including but not limited to Portable Document Format (PDF) or Tagged Image File Format (TIFF)), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or electronic copy were an original thereof.

Section 8.11 Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representatives) that administer Medicaid, or any other payer, or any other federal, state, or local government or agency, passes, issues, or promulgates any law, rule, regulation, standard, or interpretation at any time while this Agreement is in effect which prohibits, restricts, limits, or otherwise materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation, or change, and the parties shall negotiate in good faith to accomplish such amendment. If, following good faith negotiation for a period of thirty (30) days following such notice to amend, the parties fail to enter into a written amendment, then either party shall have the right to terminate this Agreement.

Section 8.12 With respect to the subject matter herein, the Agreement (including all exhibits and schedules hereto) and any agreements and documents specifically referenced herein, if any, constitute the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendments. The parties specifically acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no other.

Section 8.13 For auditing purposes, the current fiscal year of WHFPT is from April 1, 2020 through March 31, 2021. The current fiscal year for the Sub-recipient is

October 1, 2019 through September 30, 2020.

**Women's Health and Family Planning Association of Texas
SUB-RECIPIENT CONTRACT**

**Women's Health and Family Planning
Association of Texas**

By: *Kami Geoffray*
Printed Name: Kami Geoffray
Title: Chief Executive Officer
Date: April 1, 2020


City of Laredo Public Health

By: *Robert A. Eads*
Printed Name: Robert A. Eads
Title: City Manager
Date: *6/18/2020*

KEH

The parties hereto, intending to be legally bound hereby, have duly executed this Agreement effective as of the date first written above.

City of Laredo Public Health:

By: 
Richard A. Chamberlain
Interim Director of Health

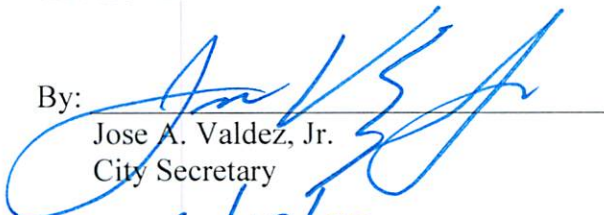
Date: 6/15/2020

APPROVED AS TO FORM
Kristina L. Hale
City Attorney

By: 
~~Ricardo Benavides, III~~
~~Assistant City Attorney~~

Date: _____

ATTESTED

By: 
Jose A. Valdez, Jr.
City Secretary

Date: 6/18/20



City of Laredo Public Health

2020-2021 Allocation Determination

Total Allocation:	\$113,928
Total Client Number:	1,382

Calculation Summary

Unduplicated Client Number (Calculated from WHFPT Centralized Data System for April 1, 2019 – March 31, 2020 and reduced by 20% due to the anticipated impacts of COVID-19)	Per Client Amount
1,382	\$82.44

Priority 1: Quality Care	Data	Per Client Amount	Clients	Total
1. Core Family Planning Services – Chlamydia Test	76.50%	\$17.78	1,382	\$24,565.05
2. Core Family Planning Services – HIV Test	89.38%	\$17.78	1,382	\$24,565.05
Preliminary Priority 1 Total				\$49,130

Priority 2: Access to Care	Data	Per Client Amount	Clients	Total
1. Timeliness	100%	\$15.18	1,382	\$20,984.01
2. Walk in Emergency Contraceptive	100%	\$8.31	1,382	\$11,485.53
3. Barriers - Documentation	67%	\$5.57	1,382	\$7,695.30
4. Barriers - Financial	67%	\$5.57	1,382	\$7,695.30
5. Confidentiality	67%	\$10.17	1,382	\$14,059.29
Preliminary Priority 2 Total				\$61,919

Priority 3: Serving Vulnerable Populations	Data	Per Client Amount	Clients	Total
1. Teen Population	6.77%	\$0.00	1,382	\$0.00
2. Low-Income Population	86.63%	\$47.40	1,382	\$65,506.80
Preliminary Priority 3 Total				\$65,507

Priority 4: Data Quality	Data	Per Client Amount	Clients	Total
1. Data Submission Timeliness and Completeness	100%	\$3.95	1,382	\$5,458.90
Preliminary Priority 4 Total				\$5,459

Priority 5: Stability Factor					
(a) 2019-2020 Contract Amount	(b) 2020-2021 Allocation Before Stability Factor	(c) Percentage Change over 2019-2020 Contract Amount	(d) Stability Factor	(e) 2020-2021 Allocation After Stability Factor	(f) 2020-2021 Priority 4 Data Quality Total After Stability Factor
\$108,153	\$182,015	68.29%	5.34% Increase Over 2019-2020 Allocation Amount	\$113,928	\$2,848

- (a) 2019-2020 Contract Amount – Actual amount outlined in 2019-2020 contract.
- (b) 2020-2021 Allocation Before Stability Factor – This number reflects the dollar amount resulting from applying the allocations formula **without** the stability factor for the 2020-2021 budget period.
- (c) Percentage Change over 2019-2020 contract amount – Percentage increase/decrease from the 2019-2020 contract amount to preliminary 2020-2021 performance-based amount.
- (d) Stability Factor – Prevents agencies from receiving more than a 20% cut or an increase over their 2019-2020 Allocation Amount (amount included in contract). *Instead of applying the lower cap to sub-recipients that would have received a cut, level-funding was provided due to the anticipated impacts of COVID-19.*
- (e) 2020-2021 Allocation After Stability Factor – This number reflects the dollar amount resulting from applying the allocations formula, but **with** the stability factor.
- (f) 2020-2021 Priority 4 Data Quality Total After Stability Factor – This number reflects the dollar amount resulting from applying the allocations formula, but **with** the stability factor. This amount will be initially withheld and paid out based on the percentage of active months that a sub-recipient submits complete Title X encounter data into the Ahlers system by the monthly data deadline during the budget period.

Explanation of Data

The allocations formula is calculated using sub-recipient data from April 1, 2019 through March 31, 2020, as submitted to the WHFPT centralized data system on May 15, 2020, and reduced by 20% due to the anticipated impacts of COVID-19.

Allocations Formula

PRIORITY #1 – Quality Care

Core Family Planning Services: Chlamydia Test

Measure: The percentage of females under 25 who are tested for chlamydia. This measure includes unduplicated clients; the client is counted as receiving a chlamydia test as long as the client is tested at any visit that year.

<i>% of Clients</i>	<i>% of Dollars</i>	<i>\$ Per Client</i>
60% - 100%	100%	\$17.78
30% - 59.99%	50%	\$8.89
0% - 29.99%	0%	\$0.00

Result: City of Laredo Public Health, with **76.50%** of its female clients who are tested for chlamydia, falls into the **1st tier**, which resulted in a per client amount of **\$17.78** for this measure.

Core Family Planning Services: HIV Test

Measure: The percentage of clients tested for STIs who were also tested for HIV within the year.

<i>% of Clients</i>	<i>% of Dollars</i>	<i>\$ Per Client</i>
60% - 100%	100%	\$17.78
30% - 59.99%	50%	\$8.89
0% - 29.99%	0%	\$0.00

Result: City of Laredo Public Health, with **89.38%** of clients tested for STIs who were also tested for HIV within the year, falls into the **1st tier**, which resulted in a per client amount of **\$17.78** for this measure.

PRIORITY #2 – Access to Care

Timeliness – Two Week Appointment Time

Measure: Met if caller could schedule an appointment for routine family planning services within 14 calendar days. The percentage of times the benchmark was met across all secret shopper calls that assessed this benchmark (N=3) was multiplied by the total possible per patient amount of \$15.18.

Result: City of Laredo Public Health met this benchmark in **100%** of calls, which resulted in a per client amount of **\$15.18** for this measure.

Walk-In Services – Emergency Contraception

Measure: Met if caller could receive emergency contraception on a walk-in basis or within 24 hours of initial client contact; **not measured this year**.

Result: Rather than remove this benchmark from the methodology, WHFPT credited **all agencies** for this benchmark, which resulted in a per client amount of \$8.31 for this measure.

No Barriers – Documentation

Measure: Met if caller was not required to provide documentation regarding income, family size, residency, or immigrations status. The percentage of times the benchmark was met across all secret shopper calls that assessed this benchmark (N=3) was multiplied by the total possible per patient amount of \$8.31.

Result: City of Laredo Public Health met this benchmark in **67%** of calls, which resulted in a per client amount of **\$5.57** for this measure.

No Barriers – Financial

Measure: Met if client was not quoted a flat fee for family planning services; rather, services must be determined using the schedule of discounts and clients must never be denied services because of inability to pay current fees or any fees owed. The percentage of times the benchmark was met across all secret shopper calls that assessed this benchmark (N=3) was multiplied by the total possible per patient amount of \$8.31.

Result: City of Laredo Public Health met this benchmark in **67%** of calls, which resulted in a per client amount of **\$5.57** for this measure.

Confidentiality

Measure: Met if client received verbal assurance of confidentiality and an explanation of what confidentiality means as well as any applicable exceptions. The percentage of times the benchmark was met across all secret shopper calls that assessed this benchmark (N=3) was multiplied by the total possible per patient amount of \$15.18.

Result: City of Laredo Public Health met this benchmark in **67%** of calls, which resulted in a per client amount of **\$10.17** for this measure.

PRIORITY #3 – Serving Vulnerable Populations

Teen Population

Measure: The percentage of clients who are 19 years and younger. This measure includes unduplicated clients, using age at their first visit.

<i>% of Clients</i>	<i>% of Dollars</i>	<i>\$ Per Client</i>
20% - 100%	100%	\$15.80
10% - 19.99%	50%	\$7.90
0% - 9.99%	0%	\$0.00

Result: City of Laredo Public Health, with **6.77%** of clients who are 19 years and younger, falls into the **3rd tier**, which resulted in a per client amount of **\$0.00** for this measure.

Low Income Population

Measure: The percentage of clients who are at or below 100% FPL. This measure includes unduplicated clients, using FPL at their most recent visit.

<i>% of Clients</i>	<i>% of Dollars</i>	<i>\$ Per Client</i>
75% - 100%	100%	\$47.40
50% - 74.99%	67%	\$31.76
0% - 49.99%	33%	\$15.64

Result: City of Laredo Public Health, with **86.63%** of clients who are at or below 100% FPL, falls into the **1st tier**, which resulted in a per client amount of **\$47.40** for this measure.

PRIORITY #4 – Data Quality

Data Submission Timeliness and Completeness

Measure: The percentage of active months that a sub-recipient submits complete Title X encounter data into the Ahlers system by the monthly data deadline during the budget period. Encounter data for an active month is complete if a sub-recipient submits 75% or more of the total encounters for the active month by the monthly data deadline. *For more information, see Title X Performance-Based Allocation Methodology: Complete/On Time Data Submission Measure Guidance.*

Results: The allocations methodology assumes **City of Laredo Public Health** will meet this benchmark for all active months and will earn **100%** of allocated funds by submitting complete Title X encounter data by the monthly data deadline, which resulted in a per client amount of **\$3.95** and total amount of **\$5,459** for this measure before the Stability Factor. This amount was adjusted to a total amount of **\$2,848 with** the stability factor, which will be withheld until performance is calculated.

Payments will be made quarterly, three months after the quarter ends, to allow for performance to be calculated as described in Title X Performance-Based Allocation Methodology: Complete/On Time Data Submission Measure Guidance. Each quarterly payment will be based on the percentage of active months during the quarter that a sub-recipient submitted complete Title X encounter data into the Ahlers system by the monthly data deadline. For example, if a sub-recipient submits complete data by the monthly deadline for two of the three months in a quarter, they will receive 16.67% of their total amount for Priority 4.

PRIORITY #5 – Stability Factor

City of Laredo Public Health would have received a **68.29% increase**; however, this **increase** was capped based on your agency's contract amount and available funds.

RESOLUTION 2020-R-114

RATIFYING THE EXECUTION OF A CONTRACT WITH THE WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS (WHFPT) IN THE AMOUNT OF \$113,928.00 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT TITLE X FAMILY PLANNING WOMEN'S PREVENTIVE HEALTH SERVICES FOR THE PERIOD FROM APRIL 1, 2020 THROUGH MARCH 31, 2021.

WHEREAS, the City of Laredo Health Department (CLHD) is continuing its contract with the Women's Health and Family Planning Association of Texas (WHFPT) for the continuation of the Title X Family Planning and Women's Health Program; and

WHEREAS, through this agreement, the CLHD will provide family planning and women's preventive wellness services to include counseling and health education, women's health wellness and preventive health care services (breast exams, mammographies, pap smears, annual check-ups), family planning, birth control, prenatal, post-partum and interpartum care, laboratory and diagnostic services needed for quality women's health care and in accordance to Title X screening and eligibility guidelines.

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 Women's Health and Family Planning Association of Texas (WHFPT) in the amount of \$113,928.00 for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health services for the period from April 1, 2020 through March 31, 2021.

Section 2: The revenue account 226-0000-321-6304 and the expenditure division 226-6203 with Project Number HEWR01 will increase by 5,775.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by \$5,775.00. The total budget remains the same.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2020.**

**PETE SAENZ
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY**

**RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, Interim Health Director

SUBJECT

2020-R-115 Authorizing the City Manager to accept funds in the amount of \$24,699.00 from the Women's Health and Family Planning Association of Texas (WHFPT) through the Quality Improvement and Access Fund (Part A) for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health and Wellness Services for the term period from April 1, 2020 through March 15, 2021.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On May 4, 2020, Council approved Resolution 2020-R-069.

BACKGROUND

The Women's Health and Family Planning Association of Texas (WHFPT) continues to contract with the City of Laredo Health Department (CLHD) for the Title X Family Planning and Women's Health Program. Through the Quality Improvement and Access (QIA) Fund, the CLHD is able to provide a variety of family planning methods and to implement quality improvement strategies.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	
Source of Funds:	WHFPT
Account #:	226-6203

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account 226-0000-321-6304 and the expenditure division 226-6203 with Project Number HEWH04 will increase by 24,699.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by \$24,699.00. The total budget remains the same.

Attachments

Allocation Determination Part A
2020-R-115



City of Laredo Public Health

2020-2021 Quality Improvement and Access Fund (Part A) Allocation Determination

Total Part A Allocation:	\$24,699
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Calculation Summary

Priority	Data	Total
Percentage of network-wide LARC provision	1.73%	\$6,699
Percentage of female clients 100% FPL or below	86.90%	\$18,000
2020-2021 Quality Improvement and Access Fund (Part A) Allocation		\$24,699

Explanation of Data

The Quality Improvement and Access Fund (Part A) formula is calculated using sub-recipient data from April 1, 2019 through March 31, 2020, as submitted to the WHFPT centralized data system on May 15, 2020.

PRIORITY #1 – Percentage of network-wide LARC provision

Measure: Percentage of females 15-44 who are not pregnant, planning a pregnancy, or abstinent, receiving a LARC from April 1, 2019 – March 31, 2020 network-wide that was provided by each agency. This percentage was used to determine the distribution of 50% of the available Quality Improvement and Access Fund (Part A).

Result: City of Laredo Public Health was responsible for 365 of the total LARCs used across WHFPT's network, which resulted in \$6,699 funds for this measure.

PRIORITY #2 – Percentage of female clients who are at or below 100% FPL

Measure: The percentage of female clients who are at or below 100% FPL:

<i>% of Clients</i>	<i>Additional Amount</i>
75-100%	\$18,000
50-74.9%	\$12,000
0-49.9%	\$6,000

Result: City of Laredo Public Health, with 86.90% of its female clients who were at or below 100% FPL, falls into the 1st tier, which resulted in \$18,000 funds for this measure.



Quality Improvement and Access Fund Part A Policy and Procedure

POLICY STATEMENT:

The Office of Population Affairs (OPA) has identified Title X program priorities that ensure “innovative high-quality family planning and related health services that will improve the overall health of individuals, couples, and families.” OPA emphasizes that Title X providers “offer a broad range of family planning and related health services that are tailored to the unique needs of the individual, that include natural family planning methods (also known as fertility awareness-based methods), which ensure breadth and variety among family planning methods offered.”

In order to improve the quality of services, increase the number of clients served, and to support optimal health outcomes, Women’s Health and Family Planning Association of Texas (WHFPT) has created the Quality Improvement and Access (QIA) Fund. This fund will enable WHFPT Title X sub-recipients to provide a variety of family planning methods and to implement quality improvement strategies.

FUNDING GUIDELINES:

The Quality Improvement and Access Fund was created to offer one-time incentive payments for sub-recipients to implement Title X Program Priorities, quality improvement strategies, and efforts to increase the number of clients served. There are two parts of the Quality Improvement and Access Fund. This document pertains to Part A of the Quality Improvement and Access Fund.

A portion of the Quality Improvement and Access Fund is designated for purchasing contraceptive supplies, including long-acting reversible contraception (LARC) and supplies to support fertility awareness-based methods.

WHFPT has designated an allocation amount (see QIA Part A Allocation Determination Letter) for each sub-recipient agency based on prior data or client projections for the 2020-2021 Title X project period. Funds awarded for QIA Part A must be used solely for the purchasing of contraceptive supplies. Funds may not be used for staff salaries.

REPORTING REQUIREMENTS:

Sub-recipients must submit invoices and packing slips for supplies purchased as documentation that awarded funds have been expended. WHFPT will request that this documentation is provided three times throughout the Fiscal year, this is outlined in the 2020-2021 WHFPT reporting calendar. All invoices and packing slips for the corresponding reporting period must be submitted to Finance@whfpt.org.

- The purchase date on the invoice(s) must be dated within the 2020-2021 budget period

(April 1, 2020 – March 31, 2021).



- All Part A funds must be expended, and invoices submitted by **March 15, 2021**.
- See QIA Fund Part A Policies and Procedures for more information.

Part A Reporting Dates	
Reporting Period	Invoice & Packing Slip Due Dates
4/1/20-8/31/20	9/15/20
9/1/20-11/30/20	12/15/20
12/1/20-2/28/21	3/15/21

Acknowledgement of Funds:

WHFPT will award approximately \$813,000 for QIA Part A across the Title X network. WHFPT will provide a QIA Part A Fund Allocation Determination Letter for each sub-recipient outlining the amount awarded. WHFPT will award QIA Fund Part A allocations to sub-recipients that complete and submit the attached QIA Part A Acknowledgment of Funds Form. Completed QIA Part A Acknowledgement of Funds forms may be submitted on a rolling basis, though it is preferred to be submitted by June 30, 2020 Upon receipt of completed form, WHFPT will distribute awarded funds.

Completed forms should be submitted to: finance@whfpt.org

QIA Part A Acknowledgement of Funds Form			
Agency Name:	City of Laredo Health Department		
Street Name:	2600 Cedar Avenue		
City:	Laredo, TX	Zip Code:	78040
<p>The above-named agency has reviewed the 2020-2021 QIA Fund Part A Allocation Determination Letter and accepts special funds for the current budget period (April 1, 2020 – March 31, 2021) based on the allocation amount disclosed in the letter.</p> <p>WHFPT will distribute awarded funds to the above-named agency in accordance with the QIA Fund Part A policies and procedures upon receipt of this signed Acknowledgement of Funds form.</p>			
Signature:		Signature:	
 KLEH			
Name/Title:	Robert A. Eads City Manager	Name/Title:	Kami Geoffray Chief Executive Officer, Women’s Health and Family Planning Association of Texas

RESOLUTION 2020-R-115

AUTHORIZING THE CITY MANAGER TO ACCEPT FUNDS IN THE AMOUNT OF \$24,699.00 FROM THE WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS (WHFPT) THROUGH THE QUALITY IMPROVEMENT AND ACCESS FUND (PART A) FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT TITLE X FAMILY PLANNING WOMEN'S PREVENTIVE HEALTH AND WELLNESS SERVICES FOR THE TERM PERIOD FROM APRIL 1, 2020 THROUGH MARCH 15, 2021.

WHEREAS, the Women's Health and Family Planning Association of Texas (WHFPT) continues to contract with the City of Laredo Health Department (CLHD) for the Title X Family Planning and Women's Health Program. Through the Quality Improvement and Access (QIA) Fund, the CLHD is able to provide a variety of family planning methods and to implement quality improvement strategies.

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

Section 1: The City Manager is hereby authorized to accept funds in the amount of \$24,699.00 from the Women's Health and Family Planning Association of Texas (WHFPT) through the Quality Improvement and Access Fund (Part A) for the continuation of the City of Laredo Health Department Title X Family Planning Women's Preventive Health and Wellness Services for the term period from April 1, 2020 through March 15, 2021.

Section 2: The revenue account 226-0000-321-6304 and the expenditure division 226-6203 with Project Number HEWH04 will increase by 24,699.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by \$24,699.00. The total budget remains the same.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY

RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, Interim Health Director

SUBJECT

2020-R-116 Ratifying the execution of a contract from the Health and Human Services Commission (HHSC) in the amount of \$5,889,608.00 for the City of Laredo Health Department (CLHD) Women, Infants and Children (WIC) Program to continue to provide nutrition education and food supplemental services to women and children with nutrition and health risks for the term from October 1, 2020 through September 30, 2021.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On November 18, 2019, Council approved Ordinance 2019-O-193.

BACKGROUND

The Health and Human Services Commission (HHSC) continues to contract with the City of Laredo to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg and Live Oak Counties through the City of Laredo Health Department (CLHD) for wellness, nutrition and food supplemental services through the Women, Infants, and Children (WIC) Program. The WIC Program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have a nutritional risk.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2021
Budgeted Y/N?:
Source of Funds: HHSC
Account #: 226-6008; 226-6009
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue accounts are 226-0000-323-4037 and 226-0000-323-4003 and the expenditure divisions are 226-6008 with project number HEW113 and 226-6009 with project number HEWC13.

Attachments

Contract
Notice of Award
2020-R-116

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000804900001
UNDER THE
WOMEN, INFANTS AND CHILDREN’S NUTRITION GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“HHSC” or “System Agency”), a pass-through entity, and City of Laredo Health Department (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for the Women, Infants and Children’s Nutrition Program (the “Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of 42 U.S.C. § 1786, 7 CFR Part 246, and Chapter 32 of the Texas Health & Safety Code.

III. DURATION

The Contract is effective on October 01, 2020, and terminates on September 30, 2025, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

IV. BUDGET

HHSC will issue an annual funding letter (“Notice of Award”) to Grantee by July 1 setting the award amount for the corresponding fiscal year. HHSC will notify Grantee of any changes to annual funding amounts by issuing a revised Notice of Award.

Grantee acknowledges and understands awards under this Contract are subject to federal funding to HHSC to facilitate the WIC program

All expenditures under the Contract will be in accordance with **ATTACHMENT A, STATEMENT OF WORK.**

Indirect Cost Rate: The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) and either the ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter is incorporated into this contract by reference.

If the System Agency, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter, will be incorporated into this contract by reference.

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	Grantee
Health and Human Services Commission P.O. Box 149347 Austin, TX 78714-9347 Attention: Cynthia Wright, HHSC Contract Manager cynthia.wright@hhsc.state.tx.us	City of Laredo Health Department 1110 Houston St. Laredo, TX 78040 Attention: Rosario Cabello, Co - Interim City Manager rcabello@ci.laredo.tx.us

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	Grantee
Health and Human Services Commission 4900 N. Lamar Blvd., Mail Code 1100 Austin, TX 78751-2316 Attention: Office of Chief Counsel	City of Laredo Health Department 1110 Houston St. Laredo, TX 78040 Attention: Rosario Cabello, Co - Interim City Manager

VII. NOTICE REQUIREMENTS

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to System Agency must:

- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

VIII. ADDITIONAL GRANT INFORMATION

- A. Grantee Data Universal Numbering System (DUNS) Number: 80-678-1373
- B. Catalog of Federal Domestic Assistance (CFDA) Name and Number:
 - Name - Number: 10-557 Special Supplemental Nutrition Program for Women, Infants & Children (FOOD, ADMIN and PEER)
 - Name - Number: 10-561 Supplemental Nutrition Assistance Program
- C. Federal Award Period: October 1, 2020 to September 30, 2021

HHSC Contract #HHS000804900001

Page 2 of 4

D. Name of Federal Awarding Agency: United States Department of Agriculture (USDA)
- Food and Nutrition Service (FNS)

E. Awarding Official Contact Information: FNS Southwest Regional Office
Food and Nutrition Service
1100 Commerce Street Room 522
Dallas, TX 75242-9980
(214) 290-9810

SIGNATURE PAGE FOLLOWS

HHSC Contract #HHS000804900001

Page 3 of 4

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS000804900001**

HEALTH & HUMAN SERVICES COMMISSION

CITY OF LAREDO HEALTH DEPARTMENT

DocuSigned by:

Michelle Alletto

74D324454F774EB...

Michelle Alletto

DocuSigned by:

Signature: *Rosario Cabello*

02A65EA7AB6B443...

Printed Name: Rosario Cabello

Chief Program and Services Officer

Title: Deputy City Manager

Date of Signature: July 10, 2020

Date of Signature: June 29, 2020

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000804900001
ARE INCORPORATED BY REFERENCE:**

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – UNIFORM TERMS AND CONDITIONS - GRANT**
- ATTACHMENT C – CONTRACT AFFIRMATIONS**
- ATTACHMENT D – SPECIAL/SUPPLEMENTAL CONDITIONS**
- ATTACHMENT E – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT F – FFATA**
- ATTACHMENT G – DATA USE AGREEMENT**

ATTACHMENTS FOLLOW

HHSC Contract #HHS000804900001

Page 4 of 4



June 22, 2020

Guillermo Walls, WIC Director
City of Laredo Health Department, LA #013
2600 Cedar Ave.
Laredo, TX 78040

RE: Health and Human Services Commission (HHSC) Women, Infants and Children (WIC) Local Agency Contract #**HHS000804900001**.

CFDA Grant	10-557
Awarding Agency/Contact	United States Department of Agriculture FNS Southwest Regional Office Food and Nutrition Service 1100 Commerce Street Room 522 Dallas, TX 75242-9980 (214) 290-9810

This is a notification of your organization’s FY 2021 (October 1, 2020 to September 30, 2021) WIC Local Agency funding.

Your organization will be receiving funding as listed below:

Funding Formula Rate (FFR): **\$17.17**

Project	Project Contact	Project Total (\$)	Type of Allocation		
			Admin	Nutrition Education	Breastfeeding
General Admin Funding	Elsa Rodriguez Elsa.Rodriguez2@hhsc.state.tx.us	5,268,720	X	X	X
Peer Counselor	Asia Sartor Asia.Sartor@hhsc.state.tx.us	229,652			X
Registered Dietitian	Stephanie Holland Stephanie.Holland1@hhsc.state.tx.us	130,000	X	X	X
Lactation Services	Neesha Bukht Neesha.Bukht@hhsc.state.tx.us	40,000			X

Project	Project Contact	Project Total (\$)	Type of Allocation		
			Admin	Nutrition Education	Breastfeeding
Innovation Center	Juliette Coronado Juliette.Coronado@hhsc.state.tx.us	150,000		X	
Dietetic Internship	Melissa Mouton Melissa.Mouton@hhsc.state.tx.us	37,124		X	
Extra Funding – Summer Food Prog	Jennifer Berringer Jennifer.Berringer@hhsc.state.tx.us	9,032	X		
Extra Funding – TXIN Internet	Cindy Varnador Cindy.Varnador@hhsc.state.tx.us	25,080	X		
Funding Total		\$5,889,608			

This notice does not relieve the agency from seeking additional approvals as required by WIC Policy.

All purchases must be in compliance with WIC policies and the Uniform Grant Management Standards.

For HHSC to track local agency expenditures, please submit a separate State of Texas Purchase Voucher (Invoice) for reimbursement of actual allowable costs associated with each project.

When submitting the **Extra Funding voucher**, include all Extra Funding Projects expenses onto one State of Texas Purchase Voucher. Identify the Project by listing the Project name on the *Unit Price* Column and its corresponding expense on the *Amount* Column on the face of the voucher. Example: TXIN Internet | \$500.00.

When submitting the **SNAP-ED funding voucher**, include all SNAP-Ed Projects expense onto one State of Texas Purchase Voucher. Identify the Project name on the *Unit Price* Column and the corresponding expense on the *Amount* Column on the face of the voucher.

Example: SNAP-Ed NE | \$350.00.

If the allocation amounts on special projects are exceeded, any subsequent amount billed will be charged to your administrative WIC Funding.

For questions regarding purchase requests, please contact Belinda Saunders at WICLARRequests@hhsc.state.tx.us.

For questions regarding funding concerns, please contact Cindy Varnador at Cindy.Varnador@hhsc.state.tx.us.

Guillermo Walls
June 22, 2020
Page 3

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above.

Sincerely,

Edgar Curtis

Edgar Curtis
Director
Texas WIC

Cc: Rosario Cabello
Co - Interim City Manager

RESOLUTION 2020-R-116

RATIFYING THE EXECUTION OF A CONTRACT FROM THE HEALTH AND HUMAN SERVICES COMMISSION (HHSC) IN THE AMOUNT OF \$5,889,608.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM TO CONTINUE TO PROVIDE NUTRITION EDUCATION AND FOOD SUPPLEMENTAL SERVICES TO WOMEN AND CHILDREN WITH NUTRITION AND HEALTH RISKS FOR THE TERM FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021.

WHEREAS, the Health and Human Services Commission (HHSC) continues to contract with the City of Laredo to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg and Live Oak Counties through the City of Laredo Health Department (CLHD) for wellness, nutrition and food supplemental services through the Women, Infants, and Children (WIC) Program. The WIC Program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have a nutritional risk.

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

Section 1: The City Manager is hereby authorized to ratify and execute a contract from the Health and Human Services Commission (HHSC) in the amount of \$5,889,608.00 for the City of Laredo Health Department (CLHD) Women, Infants and Children (WIC) Program to continue to provide nutrition education and food supplemental services to women and children with nutrition and health risks for the term from October 1, 2020 through September 30, 2021.

Section 2: The revenue accounts are 226-0000-323-4037 and 226-0000-323-4003 and the expenditure divisions are 226-6008 with project number HEWI13 and 226-6009 with project number HEWC13.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions as set forth by the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the project.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2020.**

**PETE SAENZ
MAYOR**

ATTEST:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
KRISTINA K. LAUREL HALE
CITY ATTORNEY**

**RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario C. Cabello, Deputy City Manager

Staff Source: Homero Vazquez-Garcia, IST Director

SUBJECT

Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), as Successor in Interest to Omniamerica Development Corporation, for ground space at 1120 Calton Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 150 ft. high monopole and related ground facilities for use in their communications business. Term of the Amendment is one (1) initial term of five (5) years commencing June 21, 2024 and ending June 20, 2029, with four (4) additional five (5) year renewal options. The annual fee will increase from \$18,108.00 to \$45,000.00 with a three percent (3%) annual escalator. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Licensor and Licensee entered into a Ground Lease dated June 21, 1999, whereby Licensor licensed to Licensee on a non-exclusive basis, ground space located on the real property known as 1120 Calton Road, Laredo, Webb County, Texas. Omniamerica Inc. merged with and into American Towers, Inc., on February 25, 1999.

This Agreement amends and restates the ground lease for an initial term of five (5) years commencing June 21, 2024 and ending June 20, 2029, with four (4) additional five (5) year renewal options and increases the annual rent from \$18,105.00 to \$45,000.00, with a 3% escalator (current lease provides for CPI increase). In the event, Licensee sublicenses any portion of the tower or leased premises to a third party, the city shall receive 20% of the sublicense fee. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.

The leased premises contain a 150 ft. high tower and existing concrete pads, and/or shelters.

Staff continues to propose the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water storage tanks and other city structures.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Beginning on June 21, 2024, the city will receive an annual rent of \$45,000 with a 3% increase on each anniversary of the commencement date. Rent to be credited to General Fund -Telecommunications Rentals line item#101-0000-361-2006.

Attachments

CC - ATC Calton Road

ATC Calton Amendment

Memo of Lease ATC Calton

ATC Calton Road

COUNCIL COMMUNICATION

DATE: 07/27/20	SUBJECT: Introductory Ordinance Authorizing the City Manager to execute a Second Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), as Successor in Interest to Omniamerica Development Corporation, for ground space at 1120 Calton Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 150 ft. high monopole and related ground facilities for use in their communications business. Term of the Amendment is one (1) initial term of five (5) years commencing June 21, 2024 and ending June 20, 2029, with four (4) additional five (5) year renewal options. The annual fee will increase from \$18,108.00 to \$45,000.00 with a three percent (3%) annual escalator. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.	
INITIATED BY: Rosario C. Cabello, Deputy City Manager		STAFF SOURCE: Homero Vazquez-Garcia, I.S.T. Director
BACKGROUND: Licensor and Licensee entered into a Ground Lease dated June 21, 1999, whereby Licensor licensed to Licensee on a non-exclusive basis, ground space located on the real property known as 1120 Calton Road, Laredo, Webb County, Texas. Omniamerica Inc. merged with and into American Towers, Inc., on February 25, 1999. This Agreement amends and restates the ground lease for an initial term of five (5) years commencing June 21, 2024 and ending June 20, 2029, with four (4) additional five (5) year renewal options and increases the annual rent from \$18,105.00 to \$45,000.00, with a 3% escalator (current lease provides for CPI increase). In the event, Licensee sublicenses any portion of the tower or leased premises to a third party, the city shall receive 20% of the sublicense fee. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor. The leased premises contain a 150 ft. high tower and existing concrete pads, and/or shelters. Staff continues to propose the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water storage tanks and other city structures.		
FINANCIAL IMPACT: Beginning on June 21, 2024, the city will receive an annual rent of \$45,000 with a 3% increase on each anniversary of the commencement date. Rent to be credited to General Fund -Telecommunications Rentals line item#101-0000-361-2006.		

SECOND AMENDMENT

TO

GROUND LEASE

BETWEEN

CITY OF LAREDO

AND

AMERICAN TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR

75627, FIRE STATION, TX

DATED

SECOND AMENDMENT TO GROUND LEASE

This Second Amendment to Ground Lease (“Amendment”) is made as of the latter signature date hereof (“Effective Date”), by and between the City of Laredo (“Licensor”), a Texas municipality, and American Towers LLC, a Delaware limited liability company, (“Licensee”). Licensor and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

Licensor is the record owner of a piece of real property generally located at Tesoro Plaza, Laredo, Texas 78041, Assessor’s Parcel Number 249774, legally described in Exhibit “A” (the “Property”). Licensor and Licensee (or its predecessor-in-interest) entered into that certain Ground Lease dated June 21, 1991 (the “Original Lease”) as amended by that certain Site Ground Lease Agreement Amendment dated April 5, 2001 (the “First Amendment”) (the Original Lease and the First Amendment, collectively, the “Lease”) pursuant to which the Licensee leases a portion of the Property along with any access and utility rights set forth in the Lease. The portion of the Property so leased shall hereinafter be referred to as the “Premises.” The Premises and the access and utility rights are legally described in Exhibit “B” and Exhibit “C”, respectfully.

Licensor and Licensee desire to amend and revise the terms of the Lease to extend the term thereof and to otherwise amend the Lease as expressly provided herein. The Parties hereby agree that as of the Effective Date there are no open and obvious defaults apparent to Licensor through reasonable inquiry under the Lease. In the event of a conflict between this Amendment and the Lease, this Amendment shall control.

1. Premises & Grant of Authority.

1.1 The Premises consists of a communications tower (“Tower”) and any existing concrete pads, shelters, and/or equipment (the Tower, concrete pads, shelters, and the Equipment, as defined below, collectively referred to as the “Facilities”). The Premises may be used solely for: (i) the transmission and reception of communication signals controlled by Licensee, existing sublicensees, and any additional future sublicensees; and (ii) the alteration, installation, maintenance, repair, replacement, and relocation within the Premises of related antennas, equipment, cables, and improvements related thereto (any ground or tower equipment, collectively the “Equipment”) (subsections “i” and “ii”, collectively, are the “Permitted Uses”).

1.1.1 All Parties acknowledge that Licensor, in executing this Amendment, is acting only in its capacity as the owner of the Premises and not in any governmental fashion. Licensee shall not consider this Amendment as approval of any permits, licenses or other governmental approvals required for the construction or operation of a wireless communications tower.

1.1.2 All Parties further acknowledge that Licensee shall install and operate the Facilities in a good and workmanlike manner that shall at all times be in compliance with federal, state and local law.

1.1.3 Licensee’s right to use the Premises is conditioned on obtaining and maintaining all federal, state and local permits, certificates, licenses and approvals to install, operate and maintain the Facilities. Notwithstanding anything to the foregoing, as used herein, Facilities does not include Microwave Links/Signals or any form of power equipment except generators. Generators may only be used on the Site to generate temporary power for the Facilities with the prior written consent of Licensor.

2. **Term.**

2.1 The Parties agree that the Lease originally commenced on June 21, 1999, and without giving effect to the terms of this Amendment, the Lease is otherwise scheduled to expire on June 20, 2024 (“Initial Term”). This Amendment provides Licensee an initial renewal term (the “Initial Renewal Term”) of the Lease commencing on June 21, 2024 (“Commencement Date”) and expiring at midnight on the day before the fifth anniversary of the Commencement Date of the Initial Renewal Term. Provided that Licensee is not in default, the Lease will automatically renew for four (4) additional terms of five (5) years each (each a “Renewal Term” collectively, “Renewal Terms”) unless otherwise retracted in writing by either Party at the end of the Initial Renewal Term or subsequent five (5) year terms by providing ninety (90) days written notice of termination.

2.2 If Licensee shall remain in possession of the Premises at the expiration of the Renewal Terms without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of the Lease, as amended, except that the License Fee shall be 250% of the License Fees in effect at the expiration of the Lease, as amended. Nothing contained herein shall grant Licensee the right to holdover after the term of the Lease, as amended, has expired.

2.3 Licensor and Licensee agree that should Licensor elect to exercise Licensor’s right to terminate the Lease prior to any Renewal Term as provided in section 2.1 herein, then Licensor shall return the one-time payment described in section 3.2 below, prorated to account for any Renewal Term(s) that were exercised. For the avoidance of confusion, each Renewal Term shall be worth Five Thousand and No/100 Dollars (\$5,000.00) of the total one-time payment. Should Licensor elect not to renew the Lease after the Initial Renewal Term, then Licensor shall return Twenty Thousand and No/100 Dollars (\$20,000.00) for each Renewal Term that Licensor elected not to renew.

3. **License Fee.**

3.1 From and after the occurrence of the Commencement Date until the commencement of a new Renewal Term, Licensee shall pay Licensor annually in advance, the sum of Forty Five Thousand and No/100 Dollars (\$45,000.00) (“License Fee”). The License Fee shall increase annually during the Initial Renewal Term and any new Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate the Lease. All sums payable by Licensee under the Lease, whether or not stated to be License Fees or additional License Fees, shall be collectible by Licensor as License Fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay License Fees (without prejudice to any other right or remedy available therefor).

3.2 Licensee shall pay to Licensor a one-time payment in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), payable within thirty (30) days of the Effective Date and subject to Licensee’s receipt of this Amendment executed by Licensor and an original memorandum of lease executed by Licensor.

3.3 Licensee shall have the right to sublicense the Premises as provided for in Section 4.

3.4 Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

3.5 Should Licensee fail to vacate and return the Premises to their prior state when due, the License Fee shall be 250% of the License Fee from the immediate prior year.

4. **Assignment or Subletting.**

4.1 Licensee shall not assign or sublease or sublicense the Lease without the prior express written consent of the Licensor, which consent may be withheld in the Licensor's sole discretion. Any assignment, sublet or sublicense consented to by Licensor in its sole discretion, including any assignment, sublease, or sublicense entered into during the Initial Term, shall not operate to release the Licensee from its liabilities and obligations arising under the Lease or this Amendment unless specifically reserved. Licensee must submit sublicense requests to Licensor in writing. Notwithstanding the foregoing, Licensor may not withhold Licensor's consent to a proposed sublease or sublicense based on a demand for additional consideration by Licensor other than provided in Section 4.5. Any sublicense that is entered into by Licensee with the prior written consent of Licensor shall be subject to the provisions of the Lease and this Amendment and shall be binding upon the successors and assigns of the respective Parties hereto.

4.2 Prior to allowing any additional future sublicensee to collocate on the Facilities, Licensee shall provide to Licensor a satisfactory structural analysis indicating that the structure is adequate to support such sublicensee's equipment.

4.3 Notwithstanding anything in this Amendment to the contrary, Licensor agrees that any such third party sublicensee will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with industry standards to the equipment of Licensee. In the event a third party sublicensee wishes to extend the height of the wireless Tower in order to accommodate collocation, the Licensor will accommodate the request provided (i) the upgrade does not result in any interference with the equipment of the Licensee and any existing sublicensees, (ii) the third party sublicensee pays the entire cost of the tower extension and equipment installation, and (iii) the proposed tower extension is in compliance with applicable law and any applicable property covenants or restrictions. Prior to allowing any third party sublicensee to modify its equipment on the Tower, such sublicensee shall provide to Licensor and Licensee a satisfactory structural analysis indicating that the structure is adequate to support such sublicensee's equipment.

4.4 Licensor hereby acknowledges and agrees that Licensee has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on or in the Facilities, notwithstanding that the same may affect the amounts payable to the Licensor pursuant to this Section.

4.5 In the event Licensee licenses, leases or sublicenses any portion of the Tower or Premises to a third party sublicensee (hereinafter "Third Party") subsequent to the Effective Date, in accordance with the Lease and this Amendment, any rental amounts paid by any such Third Party shall be divided between Licensor and Licensee in the following manner: 20% to Licensor and 80% to Licensee (the "Sublicense Fee"). Licensor and Licensee hereby acknowledge and agree that Licensee shall have no obligations to pay and shall not pay to Landlord and Sublicense Fee in connection with (i) any subleases, licenses, or other collocation agreements between Licensee, or Licensee's predecessors or successors –in-

interest, as applicable, and any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "Existing Agreements") and (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements. Licensee shall pay Licensor the Sublicense Fee within thirty (30) days of actual receipt by Licensee of the sublicense payment paid by a Third Party. In the event a sublease or sublicense with a Third Party expires or terminates, Licensee's obligation to pay the Sublicense Fee for such sublease or sublicense shall automatically terminate upon the date of such expiration or termination, unless Licensee receives a Sublicense Fee after such termination or expiration.

4.6 Once per calendar year, Licensor may submit a written request for Licensee to complete an affidavit of rents. Any such affidavit shall be completed within forty-five (45) days of Licensee's receipt of Licensor's request.

5. Interference.

5.1 Licensee shall operate its Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the Effective Date including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Uses shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within ten (10) business days of actual receipt of said notice. Licensee shall be responsible for investigating and resolving violation claims in said notice, and will provide Licensor documentation from the governmental agency when the violation matter is closed. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not addressed by Licensee within thirty (30) days after Licensee receives written notice of such interference from any government agency. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference caused by Licensee or Licensee's sublicensees as set forth in this Amendment. If Licensee causes such interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the Effective Date, and has not commenced a correction of such interference within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Facilities causing such interference.

5.2 Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the Effective Date to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Uses as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Uses shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the

provisions of Section 5.3 below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference against the interfering party.

5.3 Licensor reserves the right to license other portions of the Property to other parties during the term of the Lease. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Effective Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. In the event that Licensee commences to use the Premises in a manner as to which Licensee is not presently licensed by the FCC, but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other licensees or occupants thereof existing on or before the date on which Licensee commences such use, and Licensor shall be under no obligation to exercise the duties concerning interference described above with respect to the same.

5.4 The Parties hereby acknowledge and agree that as of the Effective Date, Licensee's Facilities and Permitted Uses and any other communications equipment on the Property are not causing any open and obvious interference as may be revealed by Licensor's reasonable inquiry.

6. Improvements & Utilities.

6.1 The Parties hereby agree that the Facilities and Equipment currently installed and maintained at the Premises are approved and are not subject to any approval process as specified herein. Prior to installing or allowing any future changes, alterations, improvements, or replacements to the Facilities or Equipment in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned on additional consideration. Such engineering plans and specifications of the planned changes, alterations, improvements, or replacements shall not exceed what is required under the relevant City of Laredo ordinances, regulations, and/or by-laws governing application processes for such changes, alterations, improvements or replacements. Licensor's review of Licensee's plans shall include a review of the appearance of the Facilities and Equipment. The Facilities or Equipment to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this Amendment. Licensor's approval of any installation is not a representation that such installation is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Facilities and Equipment shall be installed and operated solely within the Premises.

6.2 All work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Facilities and Equipment, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its

contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

6.3 Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of written notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the insistence of Licensee. The Facilities shall remain the exclusive property of Licensee during the term of the Lease, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the term of this Lease, as amended, or following the term of the Lease, as amended, as hereinafter provided.

6.4 Licensee will notify Licensor prior to commencing Licensee's installation, alteration, replacement, or removal work on the Property. Prior to commencing such work, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance as required under Section 14 of this Amendment. Prior to Licensee's commencement of the work, Licensee shall provide Licensor with copies of any and all federal, state and local permits, certificates, licenses and approvals from all applicable governmental or regulatory entities required for Licensee's installation, operation, maintenance, alteration, replacement, or removal work on the Property.

6.5 All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary construction easement described in Section 6.2 hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

6.6 Following any termination or expiration of the Lease, Licensee shall remove all of its Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of two (2) feet below grade. If Licensee fails to remove all of its Facilities within ninety (90) days after expiration or earlier termination of the Lease, Licensor may remove and dispose of the Facilities within the next succeeding year, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Facilities abandoned, whereupon the Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of the Lease. Licensee agrees to maintain its Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

6.7 Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

6.8 Licensee shall give Licensor the use of one mounting arm of the Tower's upper most cross arm and the same on the lower most arm near the 400 foot level. Licensee will permit two runs seven eights inch foam or air dielectric transmission lines to feed the two antennas on the tower. Notwithstanding the foregoing, Licensor's use is subject to Licensee's ability to accommodate and shall at all times be in compliance with federal, state and local law and shall not damage the Tower and/or disrupt or interfere with Licensee's Permitted Uses of the Premises.

7. Relocation.

7.1 In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by Licensor as directed by the Laredo City Council, the Licensee will be required to remove the Facilities at Licensee's expense for the purpose of relocation or disposal. If appropriate, Licensor will provide another location for the relocation of the Facilities, or for the installation of new improvements. Licensor will provide Licensee at least one (1) year of advance notice of the need for removal and relocation, and Licensee shall fully cooperate in such removal and relocation. Licensor shall permit Licensee to place temporary Facilities (Cell on Wheels or similar installation) on the Property or at some other location acceptable to Licensee until such relocation is complete. If relocation is not possible, but the alteration to the Property will accommodate the installation of new facilities, the Lease will terminate and the parties may negotiate a new agreement appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

8. Technical Standards.

8.1 Licensee agrees that the installation, operation and maintenance of its Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations, and as may from time to time be established by Licensor for the Premises, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). The current Technical Standards are attached hereto as Exhibit D. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days after Licensee receives written notification or such new technical standards.

9. Access.

9.1 Licensee shall have vehicular (specifically including truck) and pedestrian access to the Premises at all reasonable times. Licensee shall only allow its "authorized personnel" (as defined below) access to the Premises. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision.

10. Events of Default.

10.1 It shall be an “Event of Default” if any one or more of the following events shall occur:

10.1.1 Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) business days after written notice thereof from Licensor; or

10.1.2 Licensee shall default in the performance of any other of the terms, conditions or covenants contained in the Lease and this Amendment to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such written notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

10.2 Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

10.2.1 Following three (3) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of that Renewal Term (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate the Lease), a sum equal to (i) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (ii) the License Fees reserved for the then entire unexpired balance of the term of that Renewal Term (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default.

10.2.2 Whether or not Licensor has elected to recover sum set forth in 10.2.1 above, terminate the Lease on at least five (5) business days' written notice to Licensee and, on the date specified in such written notice, the Lease and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

10.2.3 Suspend the supply of electrical power to the Facilities until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of Base License Fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services.

10.2.4 In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in the Lease and this Amendment to be performed or observed by Licensor, and Licensor does not remedy such failure within the cure periods provided in section 10.1.1 and 10.1.2, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

11. **Termination.**

11.1 Following the Effective Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, the Lease may be terminated by Licensee or Licensor in the following circumstances:

11.1.1 After the Initial Renewal Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Facilities in accordance with Licensee's Permitted Uses on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an existing licensee);

11.1.2 After the Initial Renewal Term, upon ninety (90) days prior written notice, and upon payment to Licensor of a termination fee equal to three (3) annual License Fees at the then current annual rental rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system, or (iii) unreasonable refusal of Licensor to approve request by Licensee for additions, improvements and/or equipment assuming such request is submitted in compliance with section 6 herein, and such refusal unreasonably interferes with Licensee's or Licensee's sublessee's Permitted Uses. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate the Lease.

11.1.3 Upon one year's written notice by Licensor to Licensee if the Laredo City Council passes an ordinance calling for all or any applicable portion of the Property to be sold, transferred, developed, redeveloped, renovated, upgraded, or declared surplus property in such a way that the use of the Property is no longer compatible with the Facilities installation.

11.1.4 Upon one year's written notice by Licensor to Licensee if in accordance with applicable law, the Laredo City Council finds the use of the Premises has become a nuisance, however, in the event of an emergency brought about by such nuisance, the City Council may specify a shorter termination period.

11.2 Upon termination in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor as provided in section 6.6 herein.

12. Casualty and Condemnation.

12.1 If at any time during the term of the Lease all or "substantially all" ("substantially all" shall mean the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Uses in a commercially reasonable manner) of the Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate the Lease by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

12.2 If at any time during the term of the Lease all or "substantially all" (as described in the preceding subsection 12.1) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate the Lease by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, the Lease shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

13. Taxes.

13.1 Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Effective Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation (the substance and form of which should be reasonably satisfactory to Licensee) of such increase to Licensee. Notwithstanding the foregoing, Licensor shall be responsible for any taxes relating to Licensor's equipment on or in the Facilities. Licensor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Licensee from time to time. Subject to the requirements set forth in this Section, Licensee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Licensor.

14. Insurance, Release and Hold Harmless.

14.1 Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of the Lease, including any Renewal Terms:

14.1.1 Workers Compensation insurance at statutory limits, including Employers Liability coverage with a limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

14.1.2 Commercial General Liability insurance at a combined single limit of \$2,000,000, per-occurrence and \$5,000,000 in the aggregate, for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/completed operations aggregate). Coverage must be written on an occurrence form. Notwithstanding the foregoing, Licensee shall have the right to self-insure against the risks for which Licensee is required to insure against in this Section, provided that Licensee or its affiliated parent has financial assets of at least \$25,000,000.00; and

14.1.3 Commercial Automobile Liability insurance at combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired auto liability coverage, as it pertains to Licensee's operations;

14.2 Licensee shall endeavor to require any subcontractor(s) hired by the Licensee to maintain reasonable and prudent insurance coverage as determined by Licensee. Licensor accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.

14.2.1 Builders Risk coverage (if applicable) as follows:

(a) 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. Licensee may self-insure this risk.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Licensor responsible for materials. Licensee may self-insure this risk.

14.2.2 With reference to the foregoing insurance requirement, insurance policies as follows:

(a) Licensors shall be included as an additional insured with respect to General Liability, and Automobile Liability. Licensors' additional insured status under General Liability shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensors, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensors, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensors as an additional insured, the following conditions apply: (i) Licensors shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensors shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensors shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

(c) All required General Liability and Automobile Liability policies shall contain no cross liability exclusions or insured versus insured exclusions.

(d) To the extent allowed by law, waiver of subrogation in favor of Licensors shall be contained in the Workers' Compensation policy and all required liability policies.

(e) Licensee will provide at least 30 days written notice to Licensors of cancellation or non-renewal of any required coverage that is not replaced.

(f) All required General Liability and Automobile Liability insurance policies, which include Licensors as an additional insured, must be primary regardless of the application of other insurance.

(g) Licensee may use any combination of primary and excess insurance to meet the total limits required.

(h) Certificates of Insurance shall be issued within forty-five (45) days of written request by Licensors.

14.3 Licensee hereby releases Licensors and Licensors' property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 14.

14.4 Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of the Lease, as amended by this Amendment, or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

14.4.1 any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, sublessees, or sublicenses including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees or agents and except if such work or act is done or performed by Licensor or its agents or employee;

14.4.2 any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees or invitees except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees or agents and;

14.4.3 any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents; and

14.4.4 any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in the Lease or the Amendment on its part to be performed or complied with except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees or agents and.

14.5 Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of the Lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Property, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

15. Notices.

15.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensor:

City of Laredo, Texas, to:

Information Services & Telecommunications Department

1102 Bob Bullock Loop

Laredo, Texas 78043

Attention: Department Director

With a required copy sent to:

Best Best & Krieger LLP
Attn: Mr. Gerard Lavery Lederer
2000 Pennsylvania Avenue, NW
Suite 4300
Washington, DC 20006

If to Licensee:

American Towers LLC
Attn.: Land Management
10 Presidential Way
Woburn, MA 01801

With a required copy sent to:

American Towers LLC
Attn.: Legal Dept.
116 Huntington Avenue
Boston, MA 02116

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

15.1.1 Notices will be deemed to have been given upon either receipt or rejection. Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. Quiet Enjoyment, Title and Authority.

16.1 Licensors covenants and warrants that (i) it has full right, power and authority to execute this Amendment and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Uses of the Premises; (iii) its execution and performance of this Amendment will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

17. Hazardous Substances.

17.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other applicable federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of the Lease.

17.2 Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence or use of any Hazardous Material placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), to insure, protect, hold harmless and indemnify Licensor from any liability created by Licensee pursuant to such sections.

17.3 Licensor makes no warranty or representation whatsoever concerning the Premises, except as stated herein, including without limitation, the condition, fitness, or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances, or governmental regulations. Licensee's right to use the Premises is strictly on an "as is" basis with all faults, existing as of the Effective Date. Licensor hereby disclaims all warranties whatsoever, except as stated herein, express or implied, concerning the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

17.4 Licensor or its officers, employees, contractors, or agents shall at all times have the right to enter and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated; provided, however, Licensor must first call Licensee at (877) 518-6937 at least forty-eight (48) hours in advance of any proposed entry and/or inspection by Licensor to allow a representative of Licensee to be present during any such entry and/or inspection. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Premises and taking photographs, but may not in any event disrupt or interfere with Licensee's Permitted Uses of the Premises.

17.5 Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Material within the Premises, give written notice to Licensor in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Material has come or will come to be located on, under, about or within the Premises. The failure to disclose in a timely manner the release of a Hazardous Material shall be a breach of the Lease by Licensee. Licensee shall immediately clean up and completely remove such release of Hazardous Material to the extent released by Licensee on, under, about or within the Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules, and regulations.

17.6 In the event Hazardous Materials used in violation of applicable laws are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of any Hazardous Materials in violation of applicable laws placed on, under, about or within the Premises by Licensee, and provide written documentation of its safe and legal disposal.

17.7 Breach of any of these covenants, terms, and conditions, and Licensee's subsequent failure to cure within thirty (30) days after Licensee's receipt of written notice from Licensor (provided Licensee shall have such extended period beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion), shall give Licensor the authority to either terminate the Lease or to shut down Licensee's operations thereon, at the sole discretion of Licensor. In either case, Licensee will continue to be liable under the Lease to remove and mitigate all Hazardous Materials to the extent placed by Licensee on, under, about or within the Premises or the Property in violation of applicable laws. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Materials to the extent introduced to the Premises by Licensee during Licensee's period of use and possession of Premises. Upon termination of the Lease, Licensee shall, in accordance with all applicable laws, remove from the Premises any equipment or improvements to the extent placed on Premises by Licensee that may be contaminated by Hazardous Materials.

17.8 The terms of this Section 17 shall survive the expiration or earlier termination of the Lease.

18. Assignment to Affiliate.

18.1 Licensee may assign the Lease and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an "Affiliate" (as defined below) of Licensee upon written notification to Licensor. For purposes of this subparagraph, Affiliate shall mean: (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (v) an entity which purchases substantially all of the assets of Licensee, or (vi) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee.

18.2 Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder unless specifically reserved; provided, however, that an assignment of the Lease to an entity having a net worth of \$50,000,000 or more (or to an entity providing a guaranty in Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

19. Successors and Assigns.

19.1 The Lease shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. Waiver of Licensor's Lien.

20.1 Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof. The Facilities shall be deemed personal property for purposes of the Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Facilities from time to time in Licensee's sole discretion.

21. Miscellaneous.

21.1 The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in the Lease and this Amendment providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

21.2 Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

21.3 The Lease, as modified by this Amendment, constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to the Lease must be in writing and executed by both parties.

21.4 Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

21.5 Each party agrees to cooperate with the other in executing any documents (including a memorandum or short form of Amendment and/or easement agreement) necessary to protect its rights under the Lease. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of Amendment, neither party shall record this Amendment, but may record, in lieu thereof, the aforementioned memorandum or short form of Amendment. In the event of a recordation prohibition described above, either party may record this Amendment. Either party may record an easement agreement.

21.6 The Lease shall be construed in accordance with the laws of the county and state in which the Premises are located.

21.7 If any term of this Amendment is found to be void or invalid, such invalidity shall not affect the remaining terms of this Amendment, which shall continue in full force and effect.

22. **Mortgage Subordination.**

22.1 The Lease is and shall be subject and subordinate to all prior existing ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) business days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which the Lease is subordinate shall recognize and preserve the Lease in the event of any foreclosure sale or possessory action, and in such case, the Lease shall continue in full force and effect and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. Notwithstanding the

foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

23. RF Signage and Notices.

23.1 Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted sublicensee are referred to two recent FCC and OSHA enforcements orders for guidance on signage. (See <http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html> and <http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html>)

23.1.1 To assist Licensee and any permitted sublicensee, attached hereto and incorporated herein as Exhibit E is the industry standard for signage as established by PCIA - The Wireless Infrastructure Association's Technical Council.

24. Amendments.

24.1 The provisions of the Lease may be amended only by mutual written consent of the Parties.

25. No Relocation Assistance.

25.1 Licensee acknowledges that Licensee is not entitled to relocation assistance, or any other applicable provision of law upon termination of the Lease.

26. Time.

26.1 Time is of the essence of this Amendment.

27. Amendments to Lease.

27.1 Sections 5, 6(a), 6(b), 7, 8, 9, 11, 15, 16, 18, 19, 20, 21, 23, 24, and 25(b) of the Lease are hereby deleted in their entirety. Except as specifically set forth in this Amendment, the Lease is otherwise unmodified and remains in full force and effect by and between the Parties. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date aforesaid.

LICENSOR:
CITY OF LAREDO

LICENSEE:
AMERICAN TOWERS LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Attest:

Clerk of Board/Secretary

Approved as to Form:

City Attorney

EXHIBIT "A"

Property

BEGINNING AT A POINT ON THE NORTH R.O.W. LINE OF WEST CALTON ROAD, THE SOUTHEAST CORNER OF ISAURO LANE AND SOUTHWEST CORNER THEREOF;

THENCE N 03°38' E 212.21' WITH THE EAST LINE OF ISAURO LANE TO A POINT, THE NORTHWEST CORNER HEREOF;

THENCE S 88°50' E WITH A LINE PARALLEL TO THE NORTH LINE OF THE 1.7983 ACRE TRACT OF WHICH THIS TRACT FORMS A PART 201.25 FEET TO A POINT IN THE EAST LINE OF THE 1.7983 ACRE TRACT, THE NORTHWEST CORNER HEREOF;

THENCE S 03°38' W WITH THE EAST LINE OF SAID 1.7983 ACRE TRACT 223.09 FEET TO A POINT IN THE NORTH R.O.W. LINE OF WEST CALTON ROAD, THE SOUTHEAST CORNER HEREOF;

THENCE N 80°34' W WITH THE NORTH R.O.W. LINE OF WEST CALTON ROAD, 22.0 FEET TO A POINT OF DEFLECTION;

THENCE N 86°22' W WITH THE SAID NORTH R.O.W. LINE OF WEST CALTON ROAD 179.18 FEET TO THE POINT INTERSECTION OF THE NORTH R.O.W. LINE OF WEST CALTON ROAD WITH THE EAST LINE OF ISAURO LANE, THE POINT OF BEGINNING.

Webb County, TX APN: 249774

EXHIBIT "B"

Premises

A TRACT OF LAND OUT OF A 1.000 ACRE TRACT OF LAND SITUATED IN THE J.L. FUENTES SURVEY 1026, ABSTRACT 317, NORTHERN, DIVISION, CITY OF LAREDO, AS DESCRIBED IN A DEED DATED DECEMBER 4, 1973, FROM DEAN SANDILEN, ET. AL., TO MATTHEW W. DIETZ, RECORDED IN VOLUME 447, PAGES 232-234 OF THE WEBB COUNTY DEED RECORDS; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CALTON ROAD AND THE EAST RIGHT-OF-WAY LINE OF TESORO PLAZA LANE (FORMERLY KNOWN AS ISAURO LANE); THENCE N 02°45'33" E ALONG SAID EAST RIGHT-OF-WAY LINE OF TESORO PLAZA LANE, A DISTANCE OF 57.85' TO A CALCULATED POINT; THENCE S 87°14'27" E A DISTANCE OF 16.39' TO THE POINT OF BEGINNING; THENCE N 03°06'20" E, A DISTANCE OF 48.50' TO A CALCULATED POINT; THENCE S 86°53'40" E A DISTANCE OF 19.70' TO A CALCULATED POINT; THENCE S 03°06'20" W A DISTANCE OF 48.50' TO A CALCULATED POINT; THENCE N 86°53'40" W, A DISTANCE OF 19.70' TO THE POINT OF BEGINNING. CONTAINING 955 SQ.FT. OR 0.02 ACRES OF LAND MORE OR LESS.

EXHIBIT "C"
Access and Utilities

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way, including, but not limited to:

A TRACT OF LAND OUT OF A 1.000 ACRE TRACT OF LAND SITUATED IN THE J.L. FUENTES SURVEY 1026, ABSTRACT 317, NORTHERN, DIVISION, CITY OF LAREDO, AS DESCRIBED IN A DEED DATED DECEMBER 4, 1973, FROM DEAN SANDILEN, ET. AL., TO MATTHEW W. DIETZ, RECORDED IN VOLUME 447, PAGES 232-234 OF THE WEBB COUNTY DEED RECORDS; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CALTON ROAD AND THE EAST RIGHT-OF-WAY LINE OF TESORO PLAZA LANE (FORMERLY KNOWN AS ISAURO LANE); THENCE N 02°45'33" E ALONG SAID EAST RIGHT-OF-WAY LINE OF TESORO PLAZA LANE, A DISTANCE OF 75.03' TO THE POINT OF BEGINNING; THENCE CONTINUE N 02°45'33" E ALONG SAID EAST RIGHT-OF-WAY OF TESORO PLAZA LANE A DISTANCE OF 29.41' TO A CALCULATED POINT; THENCE S 86°53'40" E A DISTANCE OF 16.68' TO A CALCULATED POINT; THENCE S 03°06'20" W A DISTANCE OF 29.41' TO A CALCULATED POINT; THENCE N 86°53'40" W A DISTANCE OF 16.50' TO THE POINT OF BEGINNING. CONTAINING 488 SQ.FT. OR 0.01 ACRES OF LAND MORE OR LESS.

EXHIBIT "D"

SITE TECHNICAL STANDARDS

I. General

All users shall furnish the following to Licensor prior to installation of any equipment.

Site application/facilities data sheet.

Copies of FCC licenses/construction permits.

Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

Copies of manufacturer's equipment specifications.

The following will not be permitted without the written consent of Licensor, which consent shall not be unreasonably withheld:

Equipment which does not conform to FCC Rules and Regulations.

Any equipment without FCC type acceptance.

Non-continuous duty rated transmitters used in continuous duty applications.

Hybrid equipment with different manufacturers' RF designated markings.

Equipment with crystal oscillator modules which have not been temperature compensated.

II. Radio Frequency Interference Protective Devices

I

Antenna to antenna proximity

III. All Antennas And Mounts Must Be:

All mounting hardware galvanized or non-corroding metal.

Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.

Bonded with copper braid to building ground system, when available.

Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) and Scotchkoted (including booted pigtailed).

Must meet manufacturer's VSWR specifications.

Antennas or hardware with corroded elements must be repaired or replaced.

Mounting pipes must be cut such that they do not extend above the antenna mounting sleeve.

IV. Antenna Mounts

2” or greater heavy wall galvanized mounting pipes must be used.

No welding or drilling on mounts will be permitted.

Any corroding hardware must be replaced.

V. Cable

All antenna transmission lines shall be grounded at the antenna, at the entry point to the equipment room, and in the equipment room, with the appropriate grounding kits.

All transmission lines must be clamped with stainless steel clamps made specifically for this purpose (not wraplock) to the wave guide bridge for the full external run of the line.

No kinked or cracked cable.

Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel.

All cable must be run in troughs or cable trays where provided or indicated.

The use of extension cords will not be allowed.

VI. Connectors

Must be properly fabricated (soldered if applicable) if field installed.

Must be taped and “Scotchkoted” at least 4” onto jacket if exposed to weather.

Male pins must be proper length.

Must be electrically and mechanically equivalent to standard OEM connectors.

VII. Receivers

All shields must be in place.

Must meet manufacturer’s specifications, specifically regarding bandwidth, discriminator, drift width, and spurious responses.

Crystal filters/preselectors/cavities must be installed in receiver ports and inputs where appropriate.

All repeater CTCSS circuitry can use “AND” logic and be able to be defeated for testing.

VIII. Transmitters

Must meet original manufacturer’s specifications.

All shielding must be in place and secure.

Must have a visual indication of transmitter operation.

Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).

All low level, pre-driver and driver stages in exciter must be shielded.

Output power may not exceed specific power guidelines for site, unless otherwise authorized by Licensor.

IX. Combiners/Multicouplers

Shall at all times meet manufacturer's specifications.

Must be tuned using manufacturer approved procedures.

Unused combiner ports must be terminated with the proper length shorted stubs or loads.

X. Cabinets

All cabinets must be bonded together and grounded to the supplied ground cable.

All doors must be on and closed.

All non-original holes larger than 1" must be covered or sealed.

XI. Installation Procedures

Installation may take place only after Licensor has been notified of the date and time, and only during normal working hours unless otherwise specifically authorized.

Equipment may not be operated until the installation has been approved by Licensor, which approval shall not be unreasonably withheld.

Equipment must remain within its designated floor space at all times.

XII. Maintenance/Tuning Procedures

External indicator lamps must be working.

Equipment parameters must meet manufacturers' specifications.

All cover, shield, and rack fasteners must be in place and securely tightened.

Local speakers must be turned off except during service.

XIII. FCC Licensing

All FCC licenses must be current

Must be posted as prescribed by FCC rules, with copies to Licensor.

Interference Diagnosing Procedures

All Licensees must cooperate in a timely fashion with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that their equipment is involved.

Licensor will provide best efforts to assist in locating and curing all interference problems brought to the Licensor by Licensee. If a specific interference problem as brought to Licensor by Licensee is found to be existing in Licensee's equipment, then Licensee will reimburse Licensor for technical assistance at a reasonable market rate, plus any reasonable expenses.

Miscellaneous

All installations must be maintained in a neat and orderly manner.

Doors to equipment and antenna spaces shall be closed and locked at all times.

Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, service or maintenance.

All rubbish related to Licensee's installation and operations must be removed immediately.

EXHIBIT E
PCIA Tech Council
RF Signage Standards

Notice

Sign Location: Point of access to the site or physical barrier to the site

Appropriate for: Addressing practices not related personal injury

Example: Areas with no trespassing where RF leaks or temporary RF level spikes may occur, but not exceeding the average limits

Color: Blue heading band containing white “NOTICE” text

Symbol: Radiating tower

Additional language (descending):

RADIO FREQUENCY ENVIRONMENT AREA

AUTHORIZED PERSONNEL ONLY BEYOND THIS POINT!

Personnel proceeding beyond this point must obey all posted signs, site guidelines, and Federal Regulations for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Caution

Sign Location: Areas where RF assessment has determined RF emissions exceed the FCC Uncontrolled/General Population exposure limit

Example: Base of a tower where personnel may find themselves in RF fields that exceed the FCC Uncontrolled/General Population limit, but are less than 100% of the Controlled Worker Standard under time-weighted average guidelines

Appropriate for: Warning against potential hazards that could result in minor or moderate injury

Color: Yellow heading band containing black “CAUTION” text

Symbols:

Yellow exclamation point in black triangle next to “CAUTION”

Radiating tower in yellow triangle with black outline

Additional language (descending):

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Warning

Sign location: Posted in advance of areas that have been determined to have RF emission levels that exceed the Controlled/Occupational RF limit or borderline Controlled-Occupational/Above Controlled areas

Example: This would include those areas with high power broadcast or paging, or areas within a few feet of most other antennas.

Appropriate for: Indicating a potentially hazardous situation that, if not avoided, could result in serious injury or death.

Color: Red heading band containing black “WARNING” text

Symbol:

Red exclamation point in black triangle next to “WARNING”

Radiating tower in red triangle with black outline

Additional language (descending)

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Miscellaneous Factors:

Key sign word should be 2” in height visible at 25’

New ANSI standard emphasizes custom design

Suggests adding an action statement, consequences, a symbol, use mixed case, and in many situations add emergency information.

Caution signs without a safety alert symbol may be used to alert against unsafe practices that can result in property damage only

Warning and Danger signs should not be used for property damage hazards unless personal injury risk appropriate to this level is also involved

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Danielle Fiorentino, Esq.
ATC Site No: 75627
ATC Site Name: Fire Station
Assessor’s Parcel No(s): 249774

Prior Recording Reference:

Book ____, Page ____
Document No: _____
State of Texas
County of Webb

Memorandum of Lease (this “Memorandum”) is entered into as of the latter signature date hereof, by and between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”).

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Property and Lease.** Licensor is the owner of certain real property being described in Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”). Licensor (or its predecessor-in-interest) and Licensee (or its predecessor-in-interest) entered into that certain Ground Lease dated June 21, 1991 (the “Original Lease”) as amended by that certain Site Ground Lease Agreement Amendment dated April 5, 2001 (the “First Amendment”) and as further amended by that certain Second Amendment to Ground Lease dated _____, 2020 (the “Second Amendment”) (the Original Lease, First Amendment, and Second Amendment collectively, the “Lease”), pursuant to which Licensee leases a portion of the Property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Property so leased along with such portion of the Property so affected, collectively, the “Premises”), which Premises is also described on Exhibit “A”.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Licensee of all renewal options contained in the Lease, the final expiration date of the Lease would be June 20, 2049. Notwithstanding the foregoing, in no event shall Licensee be required to exercise any option to renew the term of the Lease.
3. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Licensor hereby grants the right to Licensee to complete and execute

on behalf of Licensor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

4. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Licensor at: Information Services & Telecommunications Department, 1102 Bob Bullock Loop, Laredo, Texas 78043, Attention: Department Director, with copy to: Best Best & Krieger LLP, Attn: Mr. Gerard Lavery Lederer, 2000 Pennsylvania Avenue, NW, Suite 4300, Washington, DC 20006; to Licensee at: Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
6. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Texas in which the Premises is situated, without regard to the conflicts of laws provisions of the State of Texas.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Licensor and Licensee have each executed this Memorandum as of the day and year set forth below.

LICENSOR

2 WITNESSES

CITY OF LAREDO

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LICENSEE

WITNESS

AMERICAN TOWERS LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT "A"

Property

BEGINNING AT A POINT ON THE NORTH R.O.W. LINE OF WEST CALTON ROAD, THE SOUTHEAST CORNER OF ISAURO LANE AND SOUTHWEST CORNER THEREOF;

THENCE N 03°38' E 212.21' WITH THE EAST LINE OF ISAURO LANE TO A POINT, THE NORTHWEST CORNER HEREOF;

THENCE S 88°50' E WITH A LINE PARALLEL TO THE NORTH LINE OF THE 1.7983 ACRE TRACT OF WHICH THIS TRACT FORMS A PART 201.25 FEET TO A POINT IN THE EAST LINE OF THE 1.7983 ACRE TRACT, THE NORTHWEST CORNER HEREOF;

THENCE S 03°38' W WITH THE EAST LINE OF SAID 1.7983 ACRE TRACT 223.09 FEET TO A POINT IN THE NORTH R.O.W. LINE OF WEST CALTON ROAD, THE SOUTHEAST CORNER HEREOF;

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THENCE N 86°22' W WITH THE SAID NORTH R.O.W. LINE OF WEST CALTON ROAD 179.18 FEET TO THE POINT INTERSECTION OF THE NORTH R.O.W. LINE OF WEST CALTON ROAD WITH THE EAST LINE OF ISAURO LANE, THE POINT OF BEGINNING.

Webb County, TX APN: 249774

EXHIBIT "A" (Continued)

Premises

A TRACT OF LAND OUT OF A 1.000 ACRE TRACT OF LAND SITUATED IN THE J.L. FUENTES SURVEY 1026, ABSTRACT 317, NORTHERN, DIVISION, CITY OF LAREDO, AS DESCRIBED IN A DEED DATED DECEMBER 4, 1973, FROM DEAN SANDILEN, ET. AL., TO MATTHEW W. DIETZ, RECORDED IN VOLUME 447, PAGES 232-234 OF THE WEBB COUNTY DEED RECORDS; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT "A" (Continued)

Access and Utilities

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way, including, but not limited to:

A TRACT OF LAND OUT OF A 1.000 ACRE TRACT OF LAND SITUATED IN THE J.L. FUENTES SURVEY 1026, ABSTRACT 317, NORTHERN, DIVISION, CITY OF LAREDO, AS DESCRIBED IN A DEED DATED DECEMBER 4, 1973, FROM DEAN SANDILEN, ET. AL., TO MATTHEW W. DIETZ, RECORDED IN VOLUME 447, PAGES 232-234 OF THE WEBB COUNTY DEED RECORDS; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CALTON ROAD AND THE EAST RIGHT-OF-WAY LINE OF TESORO PLAZA LANE (FORMERLY KNOWN AS ISAURO LANE); THENCE N 02°45'33" E ALONG SAID EAST RIGHT-OF-WAY LINE OF TESORO PLAZA LANE, A DISTANCE OF 75.03' TO THE POINT OF BEGINNING; THENCE CONTINUE N 02°45'33" E ALONG SAID EAST RIGHT-OF-WAY OF TESORO PLAZA LANE A DISTANCE OF 29.41' TO A CALCULATED POINT; THENCE S 86°53'40" E A DISTANCE OF 16.68' TO A CALCULATED POINT; THENCE S 03°06'20" W A DISTANCE OF 29.41' TO A CALCULATED POINT; THENCE N 86°53'40" W A DISTANCE OF 16.50' TO THE POINT OF BEGINNING. CONTAINING 488 SQ.FT. OR 0.01 ACRES OF LAND MORE OR LESS.

ORDINANCE 2020-O-____

AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE GROUND LEASE BETWEEN THE CITY OF LAREDO (“LICENSOR”) AND AMERICAN TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY (“LICENSEE”), AS SUCCESSOR IN INTEREST TO OMNIAMERICA DEVELOPMENT CORPORATION, FOR GROUND SPACE AT 1120 CALTON ROAD, LAREDO, WEBB COUNTY, TEXAS, FOR THE CONTINUED MAINTENANCE AND OPERATION OF A 150 FT. HIGH MONOPOLE AND RELATED GROUND FACILITIES FOR USE IN THEIR COMMUNICATIONS BUSINESS. THE CITY WILL ALSO RECEIVE A \$25,000.00 ONE-TIME PAYMENT WITHIN 30 DAYS OF LICENSEE’S RECEIPT OF THIS AMENDMENT EXECUTED BY LICENSOR. TERM OF THE AMENDMENT IS ONE (1) INITIAL TERM OF FIVE (5) YEARS COMMENCING JUNE 21, 2024 AND ENDING JUNE 20, 2029, WITH FOUR (4) ADDITIONAL FIVE (5) YEAR RENEWAL OPTIONS. THE ANNUAL FEE WILL INCREASE FROM \$13,100.00 TO \$45,000.00 WITH A THREE PERCENT (3%) ANNUAL ESCALATOR.

WHEREAS, staff recommends that the City Council approve the proposed Second Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), as Successor in Interest to Omniamerica Development Corporation, for ground space at 1120 Calton Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 150 ft. high monopole and related ground facilities for use in their communications business.

WHEREAS, the City of Laredo entered into an agreement dated June 21, 1999, with Licensee wherein Landlord licensed to Licensee on a non-exclusive basis, ground space at 1120 Calton Road, Laredo, Webb County, Texas.

WHEREAS, said agreement will expire June 20, 2024; therefore this Agreement will replace current agreement upon expiration.

WHEREAS, the Information Services and Telecommunications Department finds that said agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1. Authorizing the City Manager to execute a Second Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), as Successor in Interest to Omniamerica Development Corporation, for ground space at 1120 Calton Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 150 ft. high monopole and related ground facilities for use in their communications business.

Section 2. Term of the Term of the Amendment is one (1) initial term of five (5) years commencing June 21, 2024 and ending June 20, 2029, with four (4) additional five (5) year renewal options. The annual fee will increase from \$13,100.00 to \$45,000.00 with a three percent (3%) annual escalator.

Section 3. **This Ordinance shall become effective upon passage hereof.**

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS THE ____ DAY OF JULY 2020.**

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
ACTING CITY ATTORNEY

BY: RICARDO BENAVIDEZ, III
ASSISTANT CITY ATTORNEY

Information Services & Telecommunications 61.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario C. Cabello, Deputy City Manager

Staff Source: Homero Vazquez-Garcia, IST Director

SUBJECT

Authorizing the City Manager to execute a First Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), for ground space at 8010 Killam Industrial Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities for use in its communications business. Term of the Amendment is one (1) initial term of five (5) years commencing October 25, 2024 and ending October 25, 2029, with four (4) additional five (5) year renewal options. The annual fee will increase from \$13,100.00 to \$45,000.00 with a three percent (3%) annual escalator. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Licensor and Licensee entered into a Ground Lease dated October 25, 1999, whereby Licensor licensed to Licensee on a non-exclusive basis, ground space located on the real property known as 8010 Killam Industrial Road, Laredo, Webb County, Texas.

This Agreement amends and restates the ground lease for an initial term of five (5) years commencing October 25, 2024 and ending October 24, 2029, with four (4) additional five (5) year renewal options and increases the annual rent from \$13,100.00 to \$45,000.00, with a 3% escalator (current lease provides for CPI increase). In the event, Licensee sublicenses any portion of the tower or leased premises to a third party, the city shall receive 20% of the sublicense fee. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.

The leased premises contain a 180 ft. high tower and existing concrete pads, and/or shelters.

Staff continues to propose the use of City of Laredo property to promote the orderly

growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water storage tanks and other city structures.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Beginning October 25, 2024, the city will receive an annual rent of \$45,000 with a 3% increase on each anniversary of the commencement date. Rent to be credited to General Fund -Telecommunications Rentals line item#101-0000-361-2006

Attachments

CC ATC La Bota

ATC Amendment La Bota

Memo of Lease La Bota

ATC Ordinance La Bota

COUNCIL COMMUNICATION

DATE: 07/27/20	SUBJECT: Introductory Ordinance Authorizing the City Manager to execute a First Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), for ground space at 8010 Killam Industrial Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities for use in its communications business. Term of the Amendment is one (1) initial term of five (5) years commencing October 25, 2024 and ending October 25, 2029, with four (4) additional five (5) year renewal options. The annual fee will increase from \$13,100.00 to \$45,000.00 with a three percent (3%) annual escalator. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.
INITIATED BY: Rosario C. Cabello, Deputy City Manager	STAFF SOURCE: Homero Vazquez-Garcia, I.S.T. Director
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: <p>Licensor and Licensee entered into a Ground Lease dated October 25, 1999, whereby Licensor licensed to Licensee on a non-exclusive basis, ground space located on the real property known as 8010 Killam Industrial Road, Laredo, Webb County, Texas.</p> <p>This Agreement amends and restates the ground lease for an initial term of five (5) years commencing October 25, 2024 and ending October 24, 2029, with four (4) additional five (5) year renewal options and increases the annual rent from \$13,100.00 to \$45,000.00, with a 3% escalator (current lease provides for CPI increase). In the event, Licensee sublicenses any portion of the tower or leased premises to a third party, the city shall receive 20% of the sublicense fee. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.</p> <p>The leased premises contain a 180 ft. high tower and existing concrete pads, and/or shelters.</p> <p>Staff continues to propose the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water storage tanks and other city structures.</p>	
FINANCIAL IMPACT: Beginning October 25, 2024, the city will receive an annual rent of \$45,000 with a 3% increase on each anniversary of the commencement date. Rent to be credited to General Fund -Telecommunications Rentals line item#101-0000-361-2006.	

FIRST AMENDMENT

TO

GROUND LEASE

BETWEEN

CITY OF LAREDO

AND

AMERICAN TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR

35083, SON OF CITY WATERTANK, TX

DATED

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (“Amendment”) is made as of the latter signature date hereof (“Effective Date”), by and between the City of Laredo (“Licensor”), a Texas municipality, and American Towers LLC, a Delaware limited liability company, (“Licensee”). Licensor and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

Licensor is the record owner of a piece of real property generally located in Laredo, Texas, Assessor’s Parcel Number 580686, legally described in Exhibit “A” (the “Property”). Licensor and Licensee (or its predecessor-in-interest) entered into that certain Ground Lease dated October 25, 1999 (the “Lease”) pursuant to which the Licensee leases a portion of the Property along with any access and utility rights set forth in the Lease. The portion of the Property so leased shall hereinafter be referred to as the “Premises.” The Premises and the access and utility rights are legally described in Exhibit “B” and Exhibit “C”, respectfully.

Licensor and Licensee desire to amend and revise the terms of the Lease to extend the term thereof and to otherwise amend the Lease as expressly provided herein. The Parties hereby agree that as of the Effective Date there are no open and obvious defaults apparent to Licensor through reasonable inquiry under the Lease. In the event of a conflict between this Amendment and the Lease, this Amendment shall control.

1. Premises & Grant of Authority.

1.1 The Premises consists of a communications tower (“Tower”) and any existing concrete pads, shelters, and/or equipment (the Tower, concrete pads, shelters, and the Equipment, as defined below, collectively referred to as the “Facilities”). The Premises may be used solely for: (i) the transmission and reception of communication signals controlled by Licensee, existing sublicensees, and any additional future sublicensees; and (ii) the alteration, installation, maintenance, repair, replacement, and relocation within the Premises of related antennas, equipment, cables, and improvements related thereto (any ground or tower equipment, collectively the “Equipment”) (subsections “i” and “ii”, collectively, are the “Permitted Uses”).

1.1.1 All Parties acknowledge that Licensor, in executing this Amendment, is acting only in its capacity as the owner of the Premises and not in any governmental fashion. Licensee shall not consider this Amendment as approval of any permits, licenses or other governmental approvals required for the construction or operation of a wireless communications tower.

1.1.2 All Parties further acknowledge that Licensee shall install and operate the Facilities in a good and workmanlike manner that shall at all times be in compliance with federal, state and local law.

1.1.3 Licensee’s right to use the Premises is conditioned on obtaining and maintaining all federal, state and local permits, certificates, licenses and approvals to install, operate and maintain the Facilities. Notwithstanding anything to the foregoing, as used herein, Facilities does not include Microwave Links/Signals or any form of power equipment except generators. Generators may only be used on the Site to generate temporary power for the Facilities with the prior written consent of Licensor.

2. Term.

2.1 The Parties agree that the Lease originally commenced on October 25, 1999, and without giving effect to the terms of this Amendment, the Lease is otherwise scheduled to expire on October 24, 2024 (“Initial Term”). This Amendment provides Licensee an initial renewal term (the “Initial Renewal Term”) of the Lease commencing on October 25, 2024 (“Commencement Date”) and expiring at midnight on the day before the fifth anniversary of the Commencement Date of the Initial Renewal Term. Provided that Licensee is not in default, the Lease will automatically renew for four (4) additional terms of five (5) years each (each a “Renewal Term” collectively, “Renewal Terms”) unless otherwise retracted in writing by either Party at the end of the Initial Renewal Term or subsequent five (5) year terms by providing ninety (90) days written notice of termination.

2.2 If Licensee shall remain in possession of the Premises at the expiration of the Renewal Terms without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of the Lease, as amended, except that the License Fee shall be 250% of the License Fees in effect at the expiration of the Lease, as amended. Nothing contained herein shall grant Licensee the right to holdover after the term of the Lease, as amended, has expired.

2.3 Licensor and Licensee agree that should Licensor elect to exercise Licensor’s right to terminate the Lease prior to any Renewal Term as provided in section 2.1 herein, then Licensor shall return the one-time payment described in section 3.2 below, prorated to account for any Renewal Term(s) that were exercised. For the avoidance of confusion, each Renewal Term shall be worth Five Thousand and No/100 Dollars (\$5,000.00) of the total one-time payment. Should Licensor elect not to renew the Lease after the Initial Renewal Term, then Licensor shall return Twenty Thousand and No/100 Dollars (\$20,000.00) for each Renewal Term that Licensor elected not to renew.

3. **License Fee.**

3.1 From and after the occurrence of the Commencement Date until the commencement of a new Renewal Term, Licensee shall pay Licensor annually in advance, the sum of Forty Five Thousand and No/100 Dollars (\$45,000.00) ("License Fee"). The License Fee shall increase annually during the Initial Renewal Term and any new Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate the Lease. All sums payable by Licensee under the Lease, whether or not stated to be License Fees or additional License Fees, shall be collectible by Licensor as License Fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay License Fees (without prejudice to any other right or remedy available therefor).

3.2 Licensee shall pay to Licensor a one-time payment in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), payable within thirty (30) days of the Effective Date and subject to Licensee’s receipt of this Amendment executed by Licensor and an original memorandum of lease executed by Licensor.

3.3 Licensee shall have the right to sublicense the Premises as provided for in Section 4.

3.4 Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

3.5 Should Licensee fail to vacate and return the Premises to their prior state when due, the License Fee shall be 250% of the License Fee from the immediate prior year.

4. **Assignment or Subletting.**

4.1 Licensee shall not assign or sublease or sublicense the Lease without the prior express written consent of the Licensor, which consent may be withheld in the Licensor's sole discretion. Any assignment, sublet or sublicense consented to by Licensor in its sole discretion, including any assignment, sublease, or sublicense entered into during the Initial Term, shall not operate to release the Licensee from its liabilities and obligations arising under the Lease or this Amendment unless specifically reserved. Licensee must submit sublicense requests to Licensor in writing. Notwithstanding the foregoing, Licensor may not withhold Licensor's consent to a proposed sublease or sublicense based on a demand for additional consideration by Licensor other than provided in Section 4.5. Any sublicense that is entered into by Licensee with the prior written consent of Licensor shall be subject to the provisions of the Lease and this Amendment and shall be binding upon the successors and assigns of the respective Parties hereto.

4.2 Prior to allowing any additional future sublicensee to collocate on the Facilities, Licensee shall provide to Licensor a satisfactory structural analysis indicating that the structure is adequate to support such sublicensee's equipment.

4.3 Notwithstanding anything in this Amendment to the contrary, Licensor agrees that any such third party sublicensee will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with industry standards to the equipment of Licensee. In the event a third party sublicensee wishes to extend the height of the wireless Tower in order to accommodate collocation, the Licensor will accommodate the request provided (i) the upgrade does not result in any interference with the equipment of the Licensee and any existing sublicensees, (ii) the third party sublicensee pays the entire cost of the tower extension and equipment installation, and (iii) the proposed tower extension is in compliance with applicable law and any applicable property covenants or restrictions. Prior to allowing any third party sublicensee to modify its equipment on the Tower, such sublicensee shall provide to Licensor and Licensee a satisfactory structural analysis indicating that the structure is adequate to support such sublicensee's equipment.

4.4 Licensor hereby acknowledges and agrees that Licensee has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on or in the Facilities, notwithstanding that the same may affect the amounts payable to the Licensor pursuant to this Section.

4.5 In the event Licensee licenses, leases or sublicenses any portion of the Tower or Premises to a third party sublicensee (hereinafter "Third Party") subsequent to the Effective Date, in accordance with the Lease and this Amendment, any rental amounts paid by any such Third Party shall be divided between Licensor and Licensee in the following manner: 20% to Licensor and 80% to Licensee (the "Sublicense Fee"). Licensor and Licensee hereby acknowledge and agree that Licensee shall have no obligations to pay and shall not pay to Landlord and Sublicense Fee in connection with (i) any subleases, licenses, or other collocation agreements between Licensee, or Licensee's predecessors or successors –in-

interest, as applicable, and any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "Existing Agreements") and (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements. Licensee shall pay Licensor the Sublicense Fee within thirty (30) days of actual receipt by Licensee of the sublicense payment paid by a Third Party. In the event a sublease or sublicense with a Third Party expires or terminates, Licensee's obligation to pay the Sublicense Fee for such sublease or sublicense shall automatically terminate upon the date of such expiration or termination, unless Licensee receives a Sublicense Fee after such termination or expiration.

4.6 Once per calendar year, Licensor may submit a written request for Licensee to complete an affidavit of rents. Any such affidavit shall be completed within forty-five (45) days of Licensee's receipt of Licensor's request.

5. Interference.

5.1 Licensee shall operate its Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the Effective Date including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Uses shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within ten (10) business days of actual receipt of said notice. Licensee shall be responsible for investigating and resolving violation claims in said notice, and will provide Licensor documentation from the governmental agency when the violation matter is closed. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not addressed by Licensee within thirty (30) days after Licensee receives written notice of such interference from any government agency. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference caused by Licensee or Licensee's sublicensees as set forth in this Amendment. If Licensee causes such interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the Effective Date, and has not commenced a correction of such interference within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Facilities causing such interference.

5.2 Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the Effective Date to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Uses as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Uses shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the

provisions of Section 5.3 below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference against the interfering party.

5.3 Licensor reserves the right to license other portions of the Property to other parties during the term of the Lease. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Effective Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. In the event that Licensee commences to use the Premises in a manner as to which Licensee is not presently licensed by the FCC, but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other licensees or occupants thereof existing on or before the date on which Licensee commences such use, and Licensor shall be under no obligation to exercise the duties concerning interference described above with respect to the same.

5.4 The Parties hereby acknowledge and agree that as of the Effective Date, Licensee's Facilities and Permitted Uses and any other communications equipment on the Property are not causing any open and obvious interference as may be revealed by Licensor's reasonable inquiry.

6. Improvements & Utilities.

6.1 The Parties hereby agree that the Facilities and Equipment currently installed and maintained at the Premises are approved and are not subject to any approval process as specified herein. Prior to installing or allowing any future changes, alterations, improvements, or replacements to the Facilities or Equipment in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned on additional consideration. Such engineering plans and specifications of the planned changes, alterations, improvements, or replacements shall not exceed what is required under the relevant City of Laredo ordinances, regulations, and/or by-laws governing application processes for such changes, alterations, improvements or replacements. Licensor's review of Licensee's plans shall include a review of the appearance of the Facilities and Equipment. The Facilities or Equipment to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this Amendment. Licensor's approval of any installation is not a representation that such installation is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Facilities and Equipment shall be installed and operated solely within the Premises.

6.2 All work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Facilities and Equipment, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its

contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

6.3 Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of written notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the insistence of Licensee. The Facilities shall remain the exclusive property of Licensee during the term of the Lease, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the term of this Lease, as amended, or following the term of the Lease, as amended, as hereinafter provided.

6.4 Licensee will notify Licensor prior to commencing Licensee's installation, alteration, replacement, or removal work on the Property. Prior to commencing such work, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance as required under Section 14 of this Amendment. Prior to Licensee's commencement of the work, Licensee shall provide Licensor with copies of any and all federal, state and local permits, certificates, licenses and approvals from all applicable governmental or regulatory entities required for Licensee's installation, operation, maintenance, alteration, replacement, or removal work on the Property.

6.5 All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary construction easement described in Section 6.2 hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

6.6 Following any termination or expiration of the Lease, Licensee shall remove all of its Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of two (2) feet below grade. If Licensee fails to remove all of its Facilities within ninety (90) days after expiration or earlier termination of the Lease, Licensor may remove and dispose of the Facilities within the next succeeding year, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Facilities abandoned, whereupon the Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of the Lease. Licensee agrees to maintain its Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

6.7 Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

6.8 Licensee shall give Licensor the use of one mounting arm of the Tower's upper most cross arm and the same on the lower most arm near the 400 foot level. Licensee will permit two runs seven eights inch foam or air dielectric transmission lines to feed the two antennas on the tower. Notwithstanding the foregoing, Licensor's use is subject to Licensee's ability to accommodate and shall at all times be in compliance with federal, state and local law and shall not damage the Tower and/or disrupt or interfere with Licensee's Permitted Uses of the Premises.

7. Relocation.

7.1 In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by Licensor as directed by the Laredo City Council, the Licensee will be required to remove the Facilities at Licensee's expense for the purpose of relocation or disposal. If appropriate, Licensor will provide another location for the relocation of the Facilities, or for the installation of new improvements. Licensor will provide Licensee at least one (1) year of advance notice of the need for removal and relocation, and Licensee shall fully cooperate in such removal and relocation. Licensor shall permit Licensee to place temporary Facilities (Cell on Wheels or similar installation) on the Property or at some other location acceptable to Licensee until such relocation is complete. If relocation is not possible, but the alteration to the Property will accommodate the installation of new facilities, the Lease will terminate and the parties may negotiate a new agreement appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

8. Technical Standards.

8.1 Licensee agrees that the installation, operation and maintenance of its Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations, and as may from time to time be established by Licensor for the Premises, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). The current Technical Standards are attached hereto as Exhibit D. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days after Licensee receives written notification or such new technical standards.

9. Access.

9.1 Licensee shall have vehicular (specifically including truck) and pedestrian access to the Premises at all reasonable times. Licensee shall only allow its "authorized personnel" (as defined below) access to the Premises. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision.

10. Events of Default.

10.1 It shall be an “Event of Default” if any one or more of the following events shall occur:

10.1.1 Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) business days after written notice thereof from Licensor; or

10.1.2 Licensee shall default in the performance of any other of the terms, conditions or covenants contained in the Lease and this Amendment to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such written notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

10.2 Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

10.2.1 Following three (3) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of that Renewal Term (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate the Lease), a sum equal to (i) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (ii) the License Fees reserved for the then entire unexpired balance of the term of that Renewal Term (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default.

10.2.2 Whether or not Licensor has elected to recover sum set forth in 10.2.1 above, terminate the Lease on at least five (5) business days' written notice to Licensee and, on the date specified in such written notice, the Lease and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

10.2.3 Suspend the supply of electrical power to the Facilities until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of Base License Fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services.

10.2.4 In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in the Lease and this Amendment to be performed or observed by Licensor, and Licensor does not remedy such failure within the cure periods provided in section 10.1.1 and 10.1.2, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

11. **Termination.**

11.1 Following the Effective Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, the Lease may be terminated by Licensee or Licensor in the following circumstances:

11.1.1 After the Initial Renewal Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Facilities in accordance with Licensee's Permitted Uses on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an existing licensee);

11.1.2 After the Initial Renewal Term, upon ninety (90) days prior written notice, and upon payment to Licensor of a termination fee equal to three (3) annual License Fees at the then current annual rental rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system, or (iii) unreasonable refusal of Licensor to approve request by Licensee for additions, improvements and/or equipment assuming such request is submitted in compliance with section 6 herein, and such refusal unreasonably interferes with Licensee's or Licensee's sublessee's Permitted Uses. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate the Lease.

11.1.3 Upon one year's written notice by Licensor to Licensee if the Laredo City Council passes an ordinance calling for all or any applicable portion of the Property to be sold, transferred, developed, redeveloped, renovated, upgraded, or declared surplus property in such a way that the use of the Property is no longer compatible with the Facilities installation.

11.1.4 Upon one year's written notice by Licensor to Licensee if in accordance with applicable law, the Laredo City Council finds the use of the Premises has become a nuisance, however, in the event of an emergency brought about by such nuisance, the City Council may specify a shorter termination period.

11.2 Upon termination in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor as provided in section 6.6 herein.

12. Casualty and Condemnation.

12.1 If at any time during the term of the Lease all or "substantially all" ("substantially all" shall mean the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Uses in a commercially reasonable manner) of the Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate the Lease by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

12.2 If at any time during the term of the Lease all or "substantially all" (as described in the preceding subsection 12.1) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate the Lease by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, the Lease shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

13. Taxes.

13.1 Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Effective Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation (the substance and form of which should be reasonably satisfactory to Licensee) of such increase to Licensee. Notwithstanding the foregoing, Licensor shall be responsible for any taxes relating to Licensor's equipment on or in the Facilities. Licensor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Licensee from time to time. Subject to the requirements set forth in this Section, Licensee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Licensor.

14. Insurance, Release and Hold Harmless.

14.1 Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of the Lease, including any Renewal Terms:

14.1.1 Workers Compensation insurance at statutory limits, including Employers Liability coverage with a limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

14.1.2 Commercial General Liability insurance at a combined single limit of \$2,000,000, per-occurrence and \$5,000,000 in the aggregate, for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/completed operations aggregate). Coverage must be written on an occurrence form. Notwithstanding the foregoing, Licensee shall have the right to self-insure against the risks for which Licensee is required to insure against in this Section, provided that Licensee or its affiliated parent has financial assets of at least \$25,000,000.00; and

14.1.3 Commercial Automobile Liability insurance at combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired auto liability coverage, as it pertains to Licensee's operations;

14.2 Licensee shall endeavor to require any subcontractor(s) hired by the Licensee to maintain reasonable and prudent insurance coverage as determined by Licensee. Licensor accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.

14.2.1 Builders Risk coverage (if applicable) as follows:

(a) 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. Licensee may self-insure this risk.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Licensor responsible for materials. Licensee may self-insure this risk.

14.2.2 With reference to the foregoing insurance requirement, insurance policies as follows:

(a) Licensors shall be included as an additional insured with respect to General Liability, and Automobile Liability. Licensors' additional insured status under General Liability shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensors, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensors, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensors as an additional insured, the following conditions apply: (i) Licensors shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensors shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensors shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

(c) All required General Liability and Automobile Liability policies shall contain no cross liability exclusions or insured versus insured exclusions.

(d) To the extent allowed by law, waiver of subrogation in favor of Licensors shall be contained in the Workers' Compensation policy and all required liability policies.

(e) Licensee will provide at least 30 days written notice to Licensors of cancellation or non-renewal of any required coverage that is not replaced.

(f) All required General Liability and Automobile Liability insurance policies, which include Licensors as an additional insured, must be primary regardless of the application of other insurance.

(g) Licensee may use any combination of primary and excess insurance to meet the total limits required.

(h) Certificates of Insurance shall be issued within forty-five (45) days of written request by Licensors.

14.3 Licensee hereby releases Licensors and Licensors' property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 14.

14.4 Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of the Lease, as amended by this Amendment, or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

14.4.1 any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, sublessees, or sublicenses including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees or agents and except if such work or act is done or performed by Licensor or its agents or employee;

14.4.2 any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees or invitees except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees or agents and;

14.4.3 any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents; and

14.4.4 any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in the Lease or the Amendment on its part to be performed or complied with except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees or agents and.

14.5 Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of the Lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Property, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

15. Notices.

15.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensor:

City of Laredo, Texas, to:

Information Services & Telecommunications Department

1102 Bob Bullock Loop

Laredo, Texas 78043

Attention: Department Director

With a required copy sent to:

Best Best & Krieger LLP
Attn: Mr. Gerard Lavery Lederer
2000 Pennsylvania Avenue, NW
Suite 4300
Washington, DC 20006

If to Licensee:

American Towers LLC
Attn.: Land Management
10 Presidential Way
Woburn, MA 01801

With a required copy sent to:

American Towers LLC
Attn.: Legal Dept.
116 Huntington Avenue
Boston, MA 02116

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

15.1.1 Notices will be deemed to have been given upon either receipt or rejection. Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. Quiet Enjoyment, Title and Authority.

16.1 Licensors covenants and warrants that (i) it has full right, power and authority to execute this Amendment and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Uses of the Premises; (iii) its execution and performance of this Amendment will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

17. Hazardous Substances.

17.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other applicable federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of the Lease.

17.2 Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence or use of any Hazardous Material placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), to insure, protect, hold harmless and indemnify Licensor from any liability created by Licensee pursuant to such sections.

17.3 Licensor makes no warranty or representation whatsoever concerning the Premises, except as stated herein, including without limitation, the condition, fitness, or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances, or governmental regulations. Licensee's right to use the Premises is strictly on an "as is" basis with all faults, existing as of the Effective Date. Licensor hereby disclaims all warranties whatsoever, except as stated herein, express or implied, concerning the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

17.4 Licensor or its officers, employees, contractors, or agents shall at all times have the right to enter and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated; provided, however, Licensor must first call Licensee at (877) 518-6937 at least forty-eight (48) hours in advance of any proposed entry and/or inspection by Licensor to allow a representative of Licensee to be present during any such entry and/or inspection. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Premises and taking photographs, but may not in any event disrupt or interfere with Licensee's Permitted Uses of the Premises.

17.5 Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Material within the Premises, give written notice to Licensor in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Material has come or will come to be located on, under, about or within the Premises. The failure to disclose in a timely manner the release of a Hazardous Material shall be a breach of the Lease by Licensee. Licensee shall immediately clean up and completely remove such release of Hazardous Material to the extent released by Licensee on, under, about or within the Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules, and regulations.

17.6 In the event Hazardous Materials used in violation of applicable laws are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of any Hazardous Materials in violation of applicable laws placed on, under, about or within the Premises by Licensee, and provide written documentation of its safe and legal disposal.

17.7 Breach of any of these covenants, terms, and conditions, and Licensee's subsequent failure to cure within thirty (30) days after Licensee's receipt of written notice from Licenser (provided Licensee shall have such extended period beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion), shall give Licenser the authority to either terminate the Lease or to shut down Licensee's operations thereon, at the sole discretion of Licenser. In either case, Licensee will continue to be liable under the Lease to remove and mitigate all Hazardous Materials to the extent placed by Licensee on, under, about or within the Premises or the Property in violation of applicable laws. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Materials to the extent introduced to the Premises by Licensee during Licensee's period of use and possession of Premises. Upon termination of the Lease, Licensee shall, in accordance with all applicable laws, remove from the Premises any equipment or improvements to the extent placed on Premises by Licensee that may be contaminated by Hazardous Materials.

17.8 The terms of this Section 17 shall survive the expiration or earlier termination of the Lease.

18. Assignment to Affiliate.

18.1 Licensee may assign the Lease and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an "Affiliate" (as defined below) of Licensee upon written notification to Licenser. For purposes of this subparagraph, Affiliate shall mean: (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (v) an entity which purchases substantially all of the assets of Licensee, or (vi) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee.

18.2 Any assignment consented to by Licenser in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder unless specifically reserved; provided, however, that an assignment of the Lease to an entity having a net worth of \$50,000,000 or more (or to an entity providing a guaranty in Licenser's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

19. Successors and Assigns.

19.1 The Lease shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. Waiver of Licenser's Lien.

20.1 Licenser hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof. The Facilities shall be deemed personal property for purposes of the Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licenser hereby consents to Licensee's right to remove all or any portion of the Facilities from time to time in Licensee's sole discretion.

21. Miscellaneous.

21.1 The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in the Lease and this Amendment providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

21.2 Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

21.3 The Lease, as modified by this Amendment, constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to the Lease must be in writing and executed by both parties.

21.4 Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

21.5 Each party agrees to cooperate with the other in executing any documents (including a memorandum or short form of Amendment and/or easement agreement) necessary to protect its rights under the Lease. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of Amendment, neither party shall record this Amendment, but may record, in lieu thereof, the aforementioned memorandum or short form of Amendment. In the event of a recordation prohibition described above, either party may record this Amendment. Either party may record an easement agreement.

21.6 The Lease shall be construed in accordance with the laws of the county and state in which the Premises are located.

21.7 If any term of this Amendment is found to be void or invalid, such invalidity shall not affect the remaining terms of this Amendment, which shall continue in full force and effect.

22. **Mortgage Subordination.**

22.1 The Lease is and shall be subject and subordinate to all prior existing ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) business days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which the Lease is subordinate shall recognize and preserve the Lease in the event of any foreclosure sale or possessory action, and in such case, the Lease shall continue in full force and effect and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. Notwithstanding the

foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

23. RF Signage and Notices.

23.1 Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted sublicensee are referred to two recent FCC and OSHA enforcements orders for guidance on signage. (See <http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html> and <http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html>)

23.1.1 To assist Licensee and any permitted sublicensee, attached hereto and incorporated herein as Exhibit E is the industry standard for signage as established by PCIA - The Wireless Infrastructure Association's Technical Council.

24. Amendments.

24.1 The provisions of the Lease may be amended only by mutual written consent of the Parties.

25. No Relocation Assistance.

25.1 Licensee acknowledges that Licensee is not entitled to relocation assistance, or any other applicable provision of law upon termination of the Lease.

26. Time.

26.1 Time is of the essence of this Amendment.

27. Amendments to Lease.

27.1 Sections 5, 6(a), 6(b), 7, 8, 9, 11, 15, 16, 18, 19, 20, 21, 23, 24, and 25(b) of the Lease are hereby deleted in their entirety. Except as specifically set forth in this Amendment, the Lease is otherwise unmodified and remains in full force and effect by and between the Parties. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date aforesaid.

LICENSOR:
CITY OF LAREDO

LICENSEE:
AMERICAN TOWERS LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Attest:

Clerk of Board/Secretary

Approved as to Form:

City Attorney

EXHIBIT "A"

Property

A TRACT OF LAND CONTAINING 0.9183 ACRES (40,000 SQUARE FEET), more or less, situated in Survey 2143, Abel Morgan, Original Grantee, Abstract 591, City of Laredo, Webb County, Texas; said 0.9183 acre tract being out of a 7.4187 acre tract recorded in Vol. 671, Pages 319-325, Deed Records of Webb County, Texas; said 0.9183 acre tract more particularly described as follows:

COMMENCING for a point of reference at a 1/2" diameter iron rod on the westerly right-of-way line of P.M. 1472 being the southeast corner of Robert Muller's Tract No. 3 containing 651.4599 acres of "La Bota" Ranch Partition as described in deed dated February 12, 1981 and recorded in Vol. 647, Pages 36-57, Deed Records of Webb County, Texas;

THENCE, along the westerly right-of-way line of P.M. 1472 as follows:

S21°45'56"E	-	9.33'
S13°13'36"E	-	607.28'
S21°38'09"E	-	245.01'

THENCE, S68°21'51"W, a distance of 512.51' to a point which bears N85°11'03"W, a distance of 796.79' from the most southerly corner of Killam Industrial Park, Unit 1 recorded in Vol. 7, Page 27, Webb County, Texas Plat Records; said point being the POINT OF BEGINNING and the southeasterly corner of this 0.9183 acre tract;

THENCE, S68°21'51"W, a distance of 200.00' to a point on the westerly line of aforementioned 7.4187 acre tract, the southwest-erly corner hereof;

THENCE, N21°38'09"W, along the westerly line of said 7.4187 acre tract, a distance of 200.00' to a point, the northwesterly corner hereof;

THENCE, N68°21'51"E, a distance of 200.00' to a point, the north-easterly corner hereof;

THENCE, S21°38'09"E, a distance of 200.00' to the POINT OF BEGINNING.

Webb County, TX APN: 580686

EXHIBIT "B"

Premises

A TRACT OF LAND OUT OF SAID 0.9183 ACRE (40,000 SQ.FT.) TRACT, MORE OR LESS, SITUATED IN SURVEY 2143, ABEL MORGAN, ORIGINAL GRANTEE, ABSTRACT 591, CITY OF LAREDO, WEBB COUNTY, TEXAS; SAID 0.9183 ACRE TRACT BEING OUT OF A 7.4187 ACRE TRACT RECORDED IN VOL. 671, PAGES 319-325, DEED RECORDS OF WEBB COUNTY, TEXAS; SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID 0.9183 ACRE TRACT; THENCE S 22°23'49" E A DISTANCE OF 62.09' TO A CALCULATED POINT; THENCE N 67°29'26" E A DISTANCE OF 41.13' TO A CALCULATED POINT; THENCE S 65°18'19" E A DISTANCE OF 29.56' TO A CALCULATED POINT; THENCE S 23°59'03" E A DISTANCE OF 40.53' TO A CALCULATED POINT; THENCE N 67°36'11" E A DISTANCE OF 62.37' TO THE POINT OF BEGINNING. CONTAINING 3,611 SQ.FT. OR 0.08 ACRES OF LAND MORE OR LESS.

EXHIBIT "C"
Access and Utilities

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way, including, but not limited to:

A 15' ACCESS EASEMENT OUT OF SAID 0.9183 ACRE (40,000 SQ.FT.) TRACT, MORE OR LESS, SITUATED IN SURVEY 2143, ABEL MORGAN, ORIGINAL GRANTEE, ABSTRACT 591, CITY OF LAREDO, WEBB COUNTY, TEXAS; SAID 0.9183 ACRE TRACT BEING OUT OF A 7.4187 ACRE TRACT RECORDED IN VOL. 671, PAGES 319-325, DEED RECORDS OF WEBB COUNTY, TEXAS; THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID 0.9183 ACRE TRACT; THENCE N 67°36'11" E A DISTANCE OF 12.87' TO THE POINT OF BEGINNING; THENCE N 22°06'56" W A DISTANCE OF 143.82' TO A CALCULATED POINT; THENCE N 67°17'17" E A DISTANCE OF 139.02' TO THE POINT OF TERMINATION. CONTAINING 4,414 SQ.FT. OR 0.10 ACRES OF LAND MORE OR LESS.

A 15' ACCESS EASEMENT SITUATED IN SURVEY 2143, ABEL MORGAN, ORIGINAL GRANTEE, ABSTRACT 591, CITY OF LAREDO, WEBB COUNTY, TEXAS; SAID ACCESS EASEMENT BEING OUT OF A 7.4187 ACRE TRACT RECORDED IN VOL. 671, PAGES 319-325, DEED RECORDS OF WEBB COUNTY, TEXAS; THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID 0.9183 ACRE TRACT AS DESCRIBED ABOVE; THENCE N 67°36'11" E A DISTANCE OF 12.87' TO THE POINT OF BEGINNING; THENCE S 25°09'12" E A DISTANCE OF 234.49' TO A CALCULATED POINT; CONTAINING 3,515 SQ.FT. OR 0.08 ACRES OF LAND MORE OR LESS.

EXHIBIT "D"

SITE TECHNICAL STANDARDS

I. General

All users shall furnish the following to Licensor prior to installation of any equipment.

Site application/facilities data sheet.

Copies of FCC licenses/construction permits.

Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

Copies of manufacturer's equipment specifications.

The following will not be permitted without the written consent of Licensor, which consent shall not be unreasonably withheld:

Equipment which does not conform to FCC Rules and Regulations.

Any equipment without FCC type acceptance.

Non-continuous duty rated transmitters used in continuous duty applications.

Hybrid equipment with different manufacturers' RF designated markings.

Equipment with crystal oscillator modules which have not been temperature compensated.

II. Radio Frequency Interference Protective Devices

I

Antenna to antenna proximity

III. All Antennas And Mounts Must Be:

All mounting hardware galvanized or non-corroding metal.

Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.

Bonded with copper braid to building ground system, when available.

Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) and Scotchkoted (including booted pigtails).

Must meet manufacturer's VSWR specifications.

Antennas or hardware with corroded elements must be repaired or replaced.

Mounting pipes must be cut such that they do not extend above the antenna mounting sleeve.

IV. Antenna Mounts

2” or greater heavy wall galvanized mounting pipes must be used.

No welding or drilling on mounts will be permitted.

Any corroding hardware must be replaced.

V. Cable

All antenna transmission lines shall be grounded at the antenna, at the entry point to the equipment room, and in the equipment room, with the appropriate grounding kits.

All transmission lines must be clamped with stainless steel clamps made specifically for this purpose (not wraplock) to the wave guide bridge for the full external run of the line.

No kinked or cracked cable.

Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel.

All cable must be run in troughs or cable trays where provided or indicated.

The use of extension cords will not be allowed.

VI. Connectors

Must be properly fabricated (soldered if applicable) if field installed.

Must be taped and “Scotchkoted” at least 4” onto jacket if exposed to weather.

Male pins must be proper length.

Must be electrically and mechanically equivalent to standard OEM connectors.

VII. Receivers

All shields must be in place.

Must meet manufacturer’s specifications, specifically regarding bandwidth, discriminator, drift width, and spurious responses.

Crystal filters/preselectors/cavities must be installed in receiver ports and inputs where appropriate.

All repeater CTCSS circuitry can use “AND” logic and be able to be defeated for testing.

VIII. Transmitters

Must meet original manufacturer’s specifications.

All shielding must be in place and secure.

Must have a visual indication of transmitter operation.

Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).

All low level, pre-driver and driver stages in exciter must be shielded.

Output power may not exceed specific power guidelines for site, unless otherwise authorized by Licensor.

IX. Combiners/Multicouplers

Shall at all times meet manufacturer's specifications.

Must be tuned using manufacturer approved procedures.

Unused combiner ports must be terminated with the proper length shorted stubs or loads.

X. Cabinets

All cabinets must be bonded together and grounded to the supplied ground cable.

All doors must be on and closed.

All non-original holes larger than 1" must be covered or sealed.

XI. Installation Procedures

Installation may take place only after Licensor has been notified of the date and time, and only during normal working hours unless otherwise specifically authorized.

Equipment may not be operated until the installation has been approved by Licensor, which approval shall not be unreasonably withheld.

Equipment must remain within its designated floor space at all times.

XII. Maintenance/Tuning Procedures

External indicator lamps must be working.

Equipment parameters must meet manufacturers' specifications.

All cover, shield, and rack fasteners must be in place and securely tightened.

Local speakers must be turned off except during service.

XIII. FCC Licensing

All FCC licenses must be current

Must be posted as prescribed by FCC rules, with copies to Licensor.

Interference Diagnosing Procedures

All Licensees must cooperate in a timely fashion with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that their equipment is involved.

Licensor will provide best efforts to assist in locating and curing all interference problems brought to the Licensor by Licensee. If a specific interference problem as brought to Licensor by Licensee is found to be existing in Licensee's equipment, then Licensee will reimburse Licensor for technical assistance at a reasonable market rate, plus any reasonable expenses.

Miscellaneous

All installations must be maintained in a neat and orderly manner.

Doors to equipment and antenna spaces shall be closed and locked at all times.

Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, service or maintenance.

All rubbish related to Licensee's installation and operations must be removed immediately.

EXHIBIT E
PCIA Tech Council
RF Signage Standards

Notice

Sign Location: Point of access to the site or physical barrier to the site

Appropriate for: Addressing practices not related personal injury

Example: Areas with no trespassing where RF leaks or temporary RF level spikes may occur, but not exceeding the average limits

Color: Blue heading band containing white “NOTICE” text

Symbol: Radiating tower

Additional language (descending):

RADIO FREQUENCY ENVIRONMENT AREA

AUTHORIZED PERSONNEL ONLY BEYOND THIS POINT!

Personnel proceeding beyond this point must obey all posted signs, site guidelines, and Federal Regulations for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Caution

Sign Location: Areas where RF assessment has determined RF emissions exceed the FCC Uncontrolled/General Population exposure limit

Example: Base of a tower where personnel may find themselves in RF fields that exceed the FCC Uncontrolled/General Population limit, but are less than 100% of the Controlled Worker Standard under time-weighted average guidelines

Appropriate for: Warning against potential hazards that could result in minor or moderate injury

Color: Yellow heading band containing black “CAUTION” text

Symbols:

Yellow exclamation point in black triangle next to “CAUTION”

Radiating tower in yellow triangle with black outline

Additional language (descending):

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Warning

Sign location: Posted in advance of areas that have been determined to have RF emission levels that exceed the Controlled/Occupational RF limit or borderline Controlled-Occupational/Above Controlled areas

Example: This would include those areas with high power broadcast or paging, or areas within a few feet of most other antennas.

Appropriate for: Indicating a potentially hazardous situation that, if not avoided, could result in serious injury or death.

Color: Red heading band containing black “WARNING” text

Symbol:

Red exclamation point in black triangle next to “WARNING”

Radiating tower in red triangle with black outline

Additional language (descending)

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Miscellaneous Factors:

Key sign word should be 2” in height visible at 25’

New ANSI standard emphasizes custom design

Suggests adding an action statement, consequences, a symbol, use mixed case, and in many situations add emergency information.

Caution signs without a safety alert symbol may be used to alert against unsafe practices that can result in property damage only

Warning and Danger signs should not be used for property damage hazards unless personal injury risk appropriate to this level is also involved

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Danielle Fiorentino, Esq.
ATC Site No: 35083
ATC Site Name: Son of City Watertank
Assessor’s Parcel No(s): 580686

Prior Recording Reference:

Book ____, Page ____
Document No: _____
State of Texas
County of Webb

Memorandum of Lease (this “Memorandum”) is entered into as of the latter signature date hereof, by and between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”).

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Property and Lease.** Licensor is the owner of certain real property being described in Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”). Licensor (or its predecessor-in-interest) and Licensee (or its predecessor-in-interest) entered into that certain Ground Lease dated October 25, 1999 (the “Original Lease”) as amended by that certain First Amendment to Ground Lease dated _____, 2020 (the “First Amendment”)(the Original Lease and the First Amendment, collectively, the “Lease”), pursuant to which Licensee leases a portion of the Property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Property so leased along with such portion of the Property so affected, collectively, the “Premises”), which Premises is also described on Exhibit “A”.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Licensee of all renewal options contained in the Lease, the final expiration date of the Lease would be October 24, 2049. Notwithstanding the foregoing, in no event shall Licensee be required to exercise any option to renew the term of the Lease.
3. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Licensor hereby grants the right to Licensee to complete and execute on behalf of Licensor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

4. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Licensor at: Information Services & Telecommunications Department, 1102 Bob Bullock Loop, Laredo, Texas 78043, Attention: Department Director, with copy to: Best Best & Krieger LLP, Attn: Mr. Gerard Lavery Lederer, 2000 Pennsylvania Avenue, NW, Suite 4300, Washington, DC 20006; to Licensee at: Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
6. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Texas in which the Premises is situated, without regard to the conflicts of laws provisions of the State of Texas.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Licensor and Licensee have each executed this Memorandum as of the day and year set forth below.

LICENSOR

2 WITNESSES

CITY OF LAREDO

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LICENSEE

WITNESS

AMERICAN TOWERS LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT "A"

Property

A TRACT OF LAND CONTAINING 0.9183 ACRES (40,000 SQUARE FEET), more or less, situated in Survey 2143, Abel Morgan, Original Grantee, Abstract 591, City of Laredo, Webb County, Texas; said 0.9183 acre tract being out of a 7.4187 acre tract recorded in Vol. 671, Pages 319-325, Deed Records of Webb County, Texas; said 0.9183 acre tract more particularly described as follows:

COMMENCING for a point of reference at a 1/2" diameter iron rod on the westerly right-of-way line of F.M. 1472 being the southeast corner of Robert Muller's Tract No. 3 containing 651.4599 acres of "La Bota" Ranch Partition as described in deed dated February 12, 1981 and recorded in Vol. 647, Pages 36-57, Deed Records of Webb County, Texas;

THENCE, along the westerly right-of-way line of F.M. 1472 as follows:

S21°45'56"E	-	9.33'
S13°13'36"E	-	607.28'
S21°38'09"E	-	245.01'

THENCE, S68°21'51"W, a distance of 512.51' to a point which bears N85°11'03"W, a distance of 796.79' from the most southerly corner of Killam Industrial Park, Unit 1 recorded in Vol. 7, Page 27, Webb County, Texas Plat Records; said point being the POINT OF BEGINNING and the southeasterly corner of this 0.9183 acre tract;

THENCE, S68°21'51"W, a distance of 200.00' to a point on the westerly line of aforementioned 7.4187 acre tract, the southwest-erly corner hereof;

THENCE, N21°38'09"W, along the westerly line of said 7.4187 acre tract, a distance of 200.00' to a point, the northwesterly corner hereof;

THENCE, N68°21'51"E, a distance of 200.00' to a point, the north-easterly corner hereof;

THENCE, S21°38'09"E, a distance of 200.00' to the POINT OF BEGINNING.

Webb County, TX APN: 580686

EXHIBIT "A" (Continued)

Premises

A TRACT OF LAND OUT OF SAID 0.9183 ACRE (40,000 SQ.FT.) TRACT, MORE OR LESS, SITUATED IN SURVEY 2143, ABEL MORGAN, ORIGINAL GRANTEE, ABSTRACT 591, CITY OF LAREDO, WEBB COUNTY, TEXAS; SAID 0.9183 ACRE TRACT BEING OUT OF A 7.4187 ACRE TRACT RECORDED IN VOL. 671, PAGES 319-325, DEED RECORDS OF WEBB COUNTY, TEXAS; SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID 0.9183 ACRE TRACT; THENCE S 22°23'49" E A DISTANCE OF 62.09' TO A CALCULATED POINT; THENCE N 67°29'26" E A DISTANCE OF 41.13' TO A CALCULATED POINT; THENCE S 65°18'19" E A DISTANCE OF 29.56' TO A CALCULATED POINT; THENCE S 23°59'03" E A DISTANCE OF 40.53' TO A CALCULATED POINT; THENCE N 67°36'11" E A DISTANCE OF 62.37' TO THE POINT OF BEGINNING. CONTAINING 3,611 SQ.FT. OR 0.08 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" (Continued)

Access and Utilities

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way, including, but not limited to:

A 15' ACCESS EASEMENT OUT OF SAID 0.9183 ACRE (40,000 SQ.FT.) TRACT, MORE OR LESS, SITUATED IN SURVEY 2143, ABEL MORGAN, ORIGINAL GRANTEE, ABSTRACT 591, CITY OF LAREDO, WEBB COUNTY, TEXAS; SAID 0.9183 ACRE TRACT BEING OUT OF A 7.4187 ACRE TRACT RECORDED IN VOL. 671, PAGES 319-325, DEED RECORDS OF WEBB COUNTY, TEXAS; THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID 0.9183 ACRE TRACT; THENCE N 67°36'11" E A DISTANCE OF 12.87' TO THE POINT OF BEGINNING; THENCE N 22°06'56" W A DISTANCE OF 143.82' TO A CALCULATED POINT; THENCE N 67°17'17" E A DISTANCE OF 139.02' TO THE POINT OF TERMINATION. CONTAINING 4,414 SQ.FT. OR 0.10 ACRES OF LAND MORE OR LESS.

A 15' ACCESS EASEMENT SITUATED IN SURVEY 2143, ABEL MORGAN, ORIGINAL GRANTEE, ABSTRACT 591, CITY OF LAREDO, WEBB COUNTY, TEXAS; SAID ACCESS EASEMENT BEING OUT OF A 7.4187 ACRE TRACT RECORDED IN VOL. 671, PAGES 319-325, DEED RECORDS OF WEBB COUNTY, TEXAS; THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID 0.9183 ACRE TRACT AS DESCRIBED ABOVE; THENCE N 67°36'11" E A DISTANCE OF 12.87' TO THE POINT OF BEGINNING; THENCE S 25°09'12" E A DISTANCE OF 234.49' TO A CALCULATED POINT; CONTAINING 3,515 SQ.FT. OR 0.08 ACRES OF LAND MORE OR LESS.

ORDINANCE 2020-O-____

AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE GROUND LEASE BETWEEN THE CITY OF LAREDO (“LICENSOR”) AND AMERICAN TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY (“LICENSEE”), FOR GROUND SPACE AT 8010 KILLAM INDUSTRIAL ROAD, LAREDO, WEBB COUNTY, TEXAS, FOR THE CONTINUED MAINTENANCE AND OPERATION OF A 180 FT. HIGH MONOPOLE AND RELATED GROUND FACILITIES FOR USE IN ITS COMMUNICATIONS BUSINESS. TERM OF THE AMENDMENT IS ONE (1) INITIAL TERM OF FIVE (5) YEARS COMMENCING OCTOBER 25, 2024 AND ENDING OCTOBER 24, 2029, WITH FOUR (4) ADDITIONAL FIVE (5) YEAR RENEWAL OPTIONS. THE ANNUAL FEE WILL INCREASE FROM \$13,100.00 TO \$45,000.00 WITH A THREE PERCENT (3%) ANNUAL ESCALATOR.

WHEREAS, staff recommends that the City Council approve the proposed First Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), for ground space at 8010 Killam Industrial Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities for use in its communications business.

WHEREAS, the City of Laredo entered into an agreement dated October 25, 1999, with Licensee wherein Landlord licensed to Licensee on a non-exclusive basis, ground space at 8010 Killam Industrial Road, Laredo, Webb County, Texas.

WHEREAS, said agreement will expire October 24, 2024; therefore this Agreement will replace current agreement upon expiration.

WHEREAS, the Information Services and Telecommunications Department finds that said agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1. Authorizing the City Manager to execute a First Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), for ground space at 8010 Killam Industrial Road, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities for use in its communications business.

Section 2. Term of the Term of the Amendment is one (1) initial term of five (5) years commencing October 25, 2024 and ending October 24, 2029, with four (4) additional five (5) year renewal options. The annual fee will increase from \$13,100.00 to \$45,000.00 with a three percent (3%) annual escalator.

Section 3. This Ordinance shall become effective upon passage hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS THE ____ DAY OF JULY 2020.**

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
ACTING CITY ATTORNEY

BY: RICARDO BENAVIDEZ, III
ASSISTANT CITY ATTORNEY

Information Services & Telecommunications 62.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario C. Cabello, Deputy City Manager

Staff Source: Homero Vazquez-Garcia, IST Director

SUBJECT

Authorizing the City Manager to execute a Second Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), as Successor in Interest to OmniAmerica Development Corporation, for ground space at 2701 Seymour Street, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities. Term of the Amendment is one (1) initial term of five (5) years commencing October 20, 2023 and ending October 19, 2028, with four (4) additional five (5) year renewal options. The annual fee will increase from \$12,267.00 to \$45,000.00 with a three percent (3%) annual escalator. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Licensor and Licensee entered into a Ground Lease dated October 20, 1998, whereby Licensor licensed to Licensee on a non-exclusive basis, ground space located on the real property known as 2701 Seymour Street, Laredo, Webb County, Texas.

OmniAmerica Inc. merged with and into American Towers, Inc., on February 25, 1999.

This Agreement amends and restates the ground lease for an initial term of five (5) years commencing October 20, 2023 and ending October 19, 2028, with four (4) additional five (5) year renewal options and increases the annual rent from \$12,267.00 to \$45,000.00, with a 3% escalator (current lease provides for CPI increase). In the event, Licensee sublicenses any portion of the tower or leased premises to a third party, the city shall receive 20% of the sublicense fee. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.

The leased premises contain a 180 ft. high tower and existing concrete pads, and/or shelters.

Staff continues to propose the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water storage tanks and other city structures.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Beginning on October 20, 2023, the city will receive an annual rent of \$45,000 with a 3% increase on each anniversary of the commencement date. Rent to be credited to General Fund -Telecommunications Rentals line item#101-0000-361-2006.

Attachments

CC-American Tower Lyon Street
Ordinance ATC - Lyon St 07 27 20
ATC 2nd Amendment Lyon Street

COUNCIL COMMUNICATION

DATE: 07/27/20	SUBJECT: Introductory Ordinance Authorizing the City Manager to execute a Second Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), as Successor in Interest to Omniamerica Development Corporation, for ground space at 2701 Seymour Street, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities. Term of the Amendment is one (1) initial term of five (5) years commencing October 20, 2023 and ending October 19, 2028, with four (4) additional five (5) year renewal options. The annual fee will increase from \$12,267.00 to \$45,000.00 with a three percent (3%) annual escalator. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor.
INITIATED BY: Rosario C. Cabello, Deputy City Manager	STAFF SOURCE: Homero Vazquez-Garcia, I.S.T. Director
BACKGROUND: Licensor and Licensee entered into a Ground Lease dated October 20, 1998, whereby Licensor licensed to Licensee on a non-exclusive basis, ground space located on the real property known as 2701 Seymour Street, Laredo, Webb County, Texas. Omniamerica Inc. merged with and into American Towers, Inc., on February 25, 1999. This Agreement amends and restates the ground lease for an initial term of five (5) years commencing October 20, 2023 and ending October 19, 2028, with four (4) additional five (5) year renewal options and increases the annual rent from \$12,267.00 to \$45,000.00, with a 3% escalator (current lease provides for CPI increase). In the event, Licensee sublicenses any portion of the tower or leased premises to a third party, the city shall receive 20% of the sublicense fee. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor. The city will also receive a \$25,000.00 one-time payment within 30 days of Licensee’s receipt of this amendment executed by Licensor. The leased premises contain a 180 ft. high tower and existing concrete pads, and/or shelters. Staff continues to propose the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water storage tanks and other city structures.	
FINANCIAL IMPACT: Beginning on October 20, 2023, the city will receive an annual rent of \$45,000 with a 3% increase on each anniversary of the commencement date. Rent to be credited to General Fund -Telecommunications Rentals line item#101-0000-361-2006.	

ORDINANCE 2020-O-____

AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE GROUND LEASE BETWEEN THE CITY OF LAREDO (“LICENSOR”) AND AMERICAN TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY (“LICENSEE”), AS SUCCESSOR IN INTEREST TO OMNIAMERICA DEVELOPMENT CORPORATION, FOR GROUND SPACE AT 2701 SEYMOUR, LAREDO, WEBB COUNTY, TEXAS, FOR THE CONTINUED MAINTENANCE AND OPERATION OF A 180 FT. HIGH MONOPOLE AND RELATED GROUND FACILITIES FOR USE IN ITS COMMUNICATIONS BUSINESS. TERM OF THE AMENDMENT IS ONE (1) INITIAL TERM OF FIVE (5) YEARS COMMENCING OCTOBER 20, 2023 AND ENDING OCTOBER 19, 2028, WITH FOUR (4) ADDITIONAL FIVE (5) YEAR RENEWAL OPTIONS. THE ANNUAL FEE WILL INCREASE FROM \$12,267.00 TO \$45,000.00 WITH A THREE PERCENT (3%) ANNUAL ESCALATOR.

WHEREAS, staff recommends that the City Council approve the proposed Second Amendment between the City of Laredo, Texas (“Licensor”) and American Towers LLC, A Delaware (“Licensee”), for ground space at 2701 Seymour Street, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities for use in its communications business.

WHEREAS, the City of Laredo entered into an agreement dated October 20, 1998, with Licensee wherein Landlord licensed to Licensee on a non-exclusive basis, ground space at 2701 Seymour, Laredo, Webb County, Texas.

WHEREAS, said agreement will expire October 19, 2023; therefore this Agreement will replace current agreement upon expiration.

WHEREAS, the Information Services and Telecommunications Department finds that said agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1. Authorizing the City Manager to execute an Second Amendment to the Ground Lease between the City of Laredo (“Licensor”) and American Towers LLC, a Delaware limited liability company (“Licensee”), as Successor in Interest to Omniamerica Development Corporation, for ground space at 2701 Seymour, Laredo, Webb County, Texas, for the continued maintenance and operation of a 180 ft. high monopole and related ground facilities for use in its communications business.

Section 2. Term of the Term of the Amendment is one (1) initial term of five (5) years commencing October 20, 2023 and ending October 19, 2028, with four (4) additional five (5) year renewal options. The annual fee will increase from \$12,267.00 to \$45,000.00 with a three percent (3%) annual escalator.

Section 3. This Ordinance shall become effective upon passage hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS THE ____ DAY OF JULY 2020.**

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
ACTING CITY ATTORNEY

BY: RICARDO BENAVIDEZ, III
ASSISTANT CITY ATTORNEY

SECOND AMENDMENT

TO

GROUND LEASE

BETWEEN

CITY OF LAREDO

AND

AMERICAN TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR

75268, LAREDO WATER TANK - LYON ST, TX

DATED

SECOND AMENDMENT TO GROUND LEASE

This Second Amendment to Ground Lease (“Amendment”) is made as of the latter signature date hereof (“Effective Date”), by and between the City of Laredo (“Licensor”), a Texas municipality, and American Towers LLC, a Delaware limited liability company, (“Licensee”). Licensor and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

Licensor is the record owner of a piece of real property generally located at Kearney & Meadow, Laredo, Texas 78040, Assessor’s Parcel Number 174184, legally described in Exhibit “A” (the “Property”). Licensor and Licensee (or its predecessor-in-interest) entered into that certain Ground Lease dated October 20, 1998 (the “Original Lease”) as amended by that certain Amendment to Ground Lease dated March 25, 2000 (the “First Amendment”) (the Original Lease and the First Amendment, collectively, the “Lease”) pursuant to which the Licensee leases a portion of the Property along with any access and utility rights set forth in the Lease. The portion of the Property so leased shall hereinafter be referred to as the “Premises.” The Premises and the access and utility rights are legally described in Exhibit “B” and Exhibit “C”, respectfully.

Licensor and Licensee desire to amend and revise the terms of the Lease to extend the term thereof and to otherwise amend the Lease as expressly provided herein. The Parties hereby agree that as of the Effective Date there are no open and obvious defaults apparent to Licensor through reasonable inquiry under the Lease. In the event of a conflict between this Amendment and the Lease, this Amendment shall control.

1. Premises & Grant of Authority.

1.1 The Premises consists of a communications tower (“Tower”) and any existing concrete pads, shelters, and/or equipment (the Tower, concrete pads, shelters, and the Equipment, as defined below, collectively referred to as the “Facilities”). The Premises may be used solely for: (i) the transmission and reception of communication signals controlled by Licensee, existing sublicensees, and any additional future sublicensees; and (ii) the alteration, installation, maintenance, repair, replacement, and relocation within the Premises of related antennas, equipment, cables, and improvements related thereto (any ground or tower equipment, collectively the “Equipment”) (subsections “i” and “ii”, collectively, are the “Permitted Uses”).

1.1.1 All Parties acknowledge that Licensor, in executing this Amendment, is acting only in its capacity as the owner of the Premises and not in any governmental fashion. Licensee shall not consider this Amendment as approval of any permits, licenses or other governmental approvals required for the construction or operation of a wireless communications tower.

1.1.2 All Parties further acknowledge that Licensee shall install and operate the Facilities in a good and workmanlike manner that shall at all times be in compliance with federal, state and local law.

1.1.3 Licensee’s right to use the Premises is conditioned on obtaining and maintaining all federal, state and local permits, certificates, licenses and approvals to install, operate and maintain the Facilities. Notwithstanding anything to the foregoing, as used herein, Facilities does not include Microwave Links/Signals or any form of power equipment except generators. Generators may only be used on the Site to generate temporary power for the Facilities with the prior written consent of Licensor.

2. **Term.**

2.1 The Parties agree that the Lease originally commenced on October 20, 1998, and without giving effect to the terms of this Amendment, the Lease is otherwise scheduled to expire on October 19, 2023 ("Initial Term"). This Amendment provides Licensee an initial renewal term (the "Initial Renewal Term") of the Lease commencing on October 20, 2023 ("Commencement Date") and expiring at midnight on the day before the fifth anniversary of the Commencement Date of the Initial Renewal Term. Provided that Licensee is not in default, the Lease will automatically renew for four (4) additional terms of five (5) years each (each a "Renewal Term" collectively, "Renewal Terms") unless otherwise retracted in writing by either Party at the end of the Initial Renewal Term or subsequent five (5) year terms by providing ninety (90) days written notice of termination.

2.2 If Licensee shall remain in possession of the Premises at the expiration of the Renewal Terms without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of the Lease, as amended, except that the License Fee shall be 250% of the License Fees in effect at the expiration of the Lease, as amended. Nothing contained herein shall grant Licensee the right to holdover after the term of the Lease, as amended, has expired.

2.3 Licensors and Licensee agree that should Licensors elect to exercise Licensors' right to terminate the Lease prior to any Renewal Term as provided in section 2.1 herein, then Licensors shall return the one-time payment described in section 3.2 below, prorated to account for any Renewal Term(s) that were exercised. For the avoidance of confusion, each Renewal Term shall be worth Five Thousand and No/100 Dollars (\$5,000.00) of the total one-time payment. Should Licensors elect not to renew the Lease after the Initial Renewal Term, then Licensors shall return Twenty Thousand and No/100 Dollars (\$20,000.00) for each Renewal Term that Licensors elected not to renew.

3. **License Fee.**

3.1 From and after the occurrence of the Commencement Date until the commencement of a new Renewal Term, Licensee shall pay Licensors annually in advance, the sum of Forty Five Thousand and No/100 Dollars (\$45,000.00) ("License Fee"). The License Fee shall increase annually during the Initial Renewal Term and any new Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensors' address specified below or to any other person or firm as Licensors may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensors to terminate the Lease. All sums payable by Licensee under the Lease, whether or not stated to be License Fees or additional License Fees, shall be collectible by Licensors as License Fees, and upon default in payment thereof Licensors shall have the same rights and remedies as for failure to pay License Fees (without prejudice to any other right or remedy available therefor).

3.2 Licensee shall pay to Licensors a one-time payment in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), payable within thirty (30) days of the Effective Date and subject to Licensee's receipt of this Amendment executed by Licensors and an original memorandum of lease executed by Licensors.

3.3 Licensee shall have the right to sublicense the Premises as provided for in Section 4.

3.4 Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

3.5 Should Licensee fail to vacate and return the Premises to their prior state when due, the License Fee shall be 250% of the License Fee from the immediate prior year.

4. **Assignment or Subletting.**

4.1 Licensee shall not assign or sublease or sublicense the Lease without the prior express written consent of the Licensor, which consent may be withheld in the Licensor's sole discretion. Any assignment, sublet or sublicense consented to by Licensor in its sole discretion, including any assignment, sublease, or sublicense entered into during the Initial Term, shall not operate to release the Licensee from its liabilities and obligations arising under the Lease or this Amendment unless specifically reserved. Licensee must submit sublicense requests to Licensor in writing. Notwithstanding the foregoing, Licensor may not withhold Licensor's consent to a proposed sublease or sublicense based on a demand for additional consideration by Licensor other than provided in Section 4.5. Any sublicense that is entered into by Licensee with the prior written consent of Licensor shall be subject to the provisions of the Lease and this Amendment and shall be binding upon the successors and assigns of the respective Parties hereto.

4.2 Prior to allowing any additional future sublicensee to collocate on the Facilities, Licensee shall provide to Licensor a satisfactory structural analysis indicating that the structure is adequate to support such sublicensee's equipment.

4.3 Notwithstanding anything in this Amendment to the contrary, Licensor agrees that any such third party sublicensee will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with industry standards to the equipment of Licensee. In the event a third party sublicensee wishes to extend the height of the wireless Tower in order to accommodate collocation, the Licensor will accommodate the request provided (i) the upgrade does not result in any interference with the equipment of the Licensee and any existing sublicensees, (ii) the third party sublicensee pays the entire cost of the tower extension and equipment installation, and (iii) the proposed tower extension is in compliance with applicable law and any applicable property covenants or restrictions. Prior to allowing any third party sublicensee to modify its equipment on the Tower, such sublicensee shall provide to Licensor and Licensee a satisfactory structural analysis indicating that the structure is adequate to support such sublicensee's equipment.

4.4 Licensor hereby acknowledges and agrees that Licensee has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on or in the Facilities, notwithstanding that the same may affect the amounts payable to the Licensor pursuant to this Section.

4.5 In the event Licensee licenses, leases or sublicenses any portion of the Tower or Premises to a third party sublicensee (hereinafter "Third Party") subsequent to the Effective Date, in accordance with the Lease and this Amendment, any rental amounts paid by any such Third Party shall be divided between Licensor and Licensee in the following manner: 20% to Licensor and 80% to Licensee (the "Sublicense Fee"). Licensor and Licensee hereby acknowledge and agree that Licensee shall have no obligations to pay and shall not pay to Landlord and Sublicense Fee in connection with (i) any subleases, licenses, or other collocation agreements between Licensee, or Licensee's predecessors or successors –in-

interest, as applicable, and any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "Existing Agreements") and (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements. Licensee shall pay Licensor the Sublicense Fee within thirty (30) days of actual receipt by Licensee of the sublicense payment paid by a Third Party. In the event a sublease or sublicense with a Third Party expires or terminates, Licensee's obligation to pay the Sublicense Fee for such sublease or sublicense shall automatically terminate upon the date of such expiration or termination, unless Licensee receives a Sublicense Fee after such termination or expiration.

4.6 Once per calendar year, Licensor may submit a written request for Licensee to complete an affidavit of rents. Any such affidavit shall be completed within forty-five (45) days of Licensee's receipt of Licensor's request.

5. **Interference.**

5.1 Licensee shall operate its Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the Effective Date including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Uses shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within ten (10) business days of actual receipt of said notice. Licensee shall be responsible for investigating and resolving violation claims in said notice, and will provide Licensor documentation from the governmental agency when the violation matter is closed. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not addressed by Licensee within thirty (30) days after Licensee receives written notice of such interference from any government agency. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference caused by Licensee or Licensee's sublicensees as set forth in this Amendment. If Licensee causes such interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the Effective Date, and has not commenced a correction of such interference within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Facilities causing such interference.

5.2 Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the Effective Date to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Uses as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Uses shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the

provisions of Section 5.3 below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference against the interfering party.

5.3 Licensor reserves the right to license other portions of the Property to other parties during the term of the Lease. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Effective Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. In the event that Licensee commences to use the Premises in a manner as to which Licensee is not presently licensed by the FCC, but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other licensees or occupants thereof existing on or before the date on which Licensee commences such use, and Licensor shall be under no obligation to exercise the duties concerning interference described above with respect to the same.

5.4 The Parties hereby acknowledge and agree that as of the Effective Date, Licensee's Facilities and Permitted Uses and any other communications equipment on the Property are not causing any open and obvious interference as may be revealed by Licensor's reasonable inquiry.

6. Improvements & Utilities.

6.1 The Parties hereby agree that the Facilities and Equipment currently installed and maintained at the Premises are approved and are not subject to any approval process as specified herein. Prior to installing or allowing any future changes, alterations, improvements, or replacements to the Facilities or Equipment in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned on additional consideration. Such engineering plans and specifications of the planned changes, alterations, improvements, or replacements shall not exceed what is required under the relevant City of Laredo ordinances, regulations, and/or by-laws governing application processes for such changes, alterations, improvements or replacements. Licensor's review of Licensee's plans shall include a review of the appearance of the Facilities and Equipment. The Facilities or Equipment to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this Amendment. Licensor's approval of any installation is not a representation that such installation is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Facilities and Equipment shall be installed and operated solely within the Premises.

6.2 All work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Facilities and Equipment, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its

contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

6.3 Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of written notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the insistence of Licensee. The Facilities shall remain the exclusive property of Licensee during the term of the Lease, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the term of this Lease, as amended, or following the term of the Lease, as amended, as hereinafter provided.

6.4 Licensee will notify Licensor prior to commencing Licensee's installation, alteration, replacement, or removal work on the Property. Prior to commencing such work, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance as required under Section 14 of this Amendment. Prior to Licensee's commencement of the work, Licensee shall provide Licensor with copies of any and all federal, state and local permits, certificates, licenses and approvals from all applicable governmental or regulatory entities required for Licensee's installation, operation, maintenance, alteration, replacement, or removal work on the Property.

6.5 All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary construction easement described in Section 6.2 hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

6.6 Following any termination or expiration of the Lease, Licensee shall remove all of its Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of two (2) feet below grade. If Licensee fails to remove all of its Facilities within ninety (90) days after expiration or earlier termination of the Lease, Licensor may remove and dispose of the Facilities within the next succeeding year, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Facilities abandoned, whereupon the Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of the Lease. Licensee agrees to maintain its Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

6.7 Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

6.8 Licensee shall give Licensor the use of one mounting arm of the Tower's upper most cross arm and the same on the lower most arm near the 400 foot level. Licensee will permit two runs seven eights inch foam or air dielectric transmission lines to feed the two antennas on the tower. Notwithstanding the foregoing, Licensor's use is subject to Licensee's ability to accommodate and shall at all times be in compliance with federal, state and local law and shall not damage the Tower and/or disrupt or interfere with Licensee's Permitted Uses of the Premises.

7. Relocation.

7.1 In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by Licensor as directed by the Laredo City Council, the Licensee will be required to remove the Facilities at Licensee's expense for the purpose of relocation or disposal. If appropriate, Licensor will provide another location for the relocation of the Facilities, or for the installation of new improvements. Licensor will provide Licensee at least one (1) year of advance notice of the need for removal and relocation, and Licensee shall fully cooperate in such removal and relocation. Licensor shall permit Licensee to place temporary Facilities (Cell on Wheels or similar installation) on the Property or at some other location acceptable to Licensee until such relocation is complete. If relocation is not possible, but the alteration to the Property will accommodate the installation of new facilities, the Lease will terminate and the parties may negotiate a new agreement appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

8. Technical Standards.

8.1 Licensee agrees that the installation, operation and maintenance of its Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations, and as may from time to time be established by Licensor for the Premises, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). The current Technical Standards are attached hereto as Exhibit D. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days after Licensee receives written notification or such new technical standards.

9. Access.

9.1 Licensee shall have vehicular (specifically including truck) and pedestrian access to the Premises at all reasonable times. Licensee shall only allow its "authorized personnel" (as defined below) access to the Premises. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision.

10. Events of Default.

10.1 It shall be an “Event of Default” if any one or more of the following events shall occur:

10.1.1 Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) business days after written notice thereof from Licensor; or

10.1.2 Licensee shall default in the performance of any other of the terms, conditions or covenants contained in the Lease and this Amendment to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such written notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

10.2 Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

10.2.1 Following three (3) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of that Renewal Term (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate the Lease), a sum equal to (i) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (ii) the License Fees reserved for the then entire unexpired balance of the term of that Renewal Term (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default.

10.2.2 Whether or not Licensor has elected to recover sum set forth in 10.2.1 above, terminate the Lease on at least five (5) business days' written notice to Licensee and, on the date specified in such written notice, the Lease and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

10.2.3 Suspend the supply of electrical power to the Facilities until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of Base License Fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services.

10.2.4 In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in the Lease and this Amendment to be performed or observed by Licensor, and Licensor does not remedy such failure within the cure periods provided in section 10.1.1 and 10.1.2, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

11. **Termination.**

11.1 Following the Effective Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, the Lease may be terminated by Licensee or Licensor in the following circumstances:

11.1.1 After the Initial Renewal Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Facilities in accordance with Licensee's Permitted Uses on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an existing licensee);

11.1.2 After the Initial Renewal Term, upon ninety (90) days prior written notice, and upon payment to Licensor of a termination fee equal to three (3) annual License Fees at the then current annual rental rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system, or (iii) unreasonable refusal of Licensor to approve request by Licensee for additions, improvements and/or equipment assuming such request is submitted in compliance with section 6 herein, and such refusal unreasonably interferes with Licensee's or Licensee's sublessee's Permitted Uses. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate the Lease.

11.1.3 Upon one year's written notice by Licensor to Licensee if the Laredo City Council passes an ordinance calling for all or any applicable portion of the Property to be sold, transferred, developed, redeveloped, renovated, upgraded, or declared surplus property in such a way that the use of the Property is no longer compatible with the Facilities installation.

11.1.4 Upon one year's written notice by Licensor to Licensee if in accordance with applicable law, the Laredo City Council finds the use of the Premises has become a nuisance, however, in the event of an emergency brought about by such nuisance, the City Council may specify a shorter termination period.

11.2 Upon termination in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor as provided in section 6.6 herein.

12. Casualty and Condemnation.

12.1 If at any time during the term of the Lease all or "substantially all" ("substantially all" shall mean the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Uses in a commercially reasonable manner) of the Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate the Lease by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

12.2 If at any time during the term of the Lease all or "substantially all" (as described in the preceding subsection 12.1) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate the Lease by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, the Lease shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

13. Taxes.

13.1 Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Effective Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation (the substance and form of which should be reasonably satisfactory to Licensee) of such increase to Licensee. Notwithstanding the foregoing, Licensor shall be responsible for any taxes relating to Licensor's equipment on or in the Facilities. Licensor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Licensee from time to time. Subject to the requirements set forth in this Section, Licensee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Licensor.

14. Insurance, Release and Hold Harmless.

14.1 Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of the Lease, including any Renewal Terms:

14.1.1 Workers Compensation insurance at statutory limits, including Employers Liability coverage with a limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

14.1.2 Commercial General Liability insurance at a combined single limit of \$2,000,000, per-occurrence and \$5,000,000 in the aggregate, for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/completed operations aggregate). Coverage must be written on an occurrence form. Notwithstanding the foregoing, Licensee shall have the right to self-insure against the risks for which Licensee is required to insure against in this Section, provided that Licensee or its affiliated parent has financial assets of at least \$25,000,000.00; and

14.1.3 Commercial Automobile Liability insurance at combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired auto liability coverage, as it pertains to Licensee's operations;

14.2 Licensee shall endeavor to require any subcontractor(s) hired by the Licensee to maintain reasonable and prudent insurance coverage as determined by Licensee. Licensor accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.

14.2.1 Builders Risk coverage (if applicable) as follows:

(a) 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. Licensee may self-insure this risk.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Licensor responsible for materials. Licensee may self-insure this risk.

14.2.2 With reference to the foregoing insurance requirement, insurance policies as follows:

(a) Licensors shall be included as an additional insured with respect to General Liability, and Automobile Liability. Licensors' additional insured status under General Liability shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensors, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensors, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensors as an additional insured, the following conditions apply: (i) Licensors shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensors shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensors shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

(c) All required General Liability and Automobile Liability policies shall contain no cross liability exclusions or insured versus insured exclusions.

(d) To the extent allowed by law, waiver of subrogation in favor of Licensors shall be contained in the Workers' Compensation policy and all required liability policies.

(e) Licensee will provide at least 30 days written notice to Licensors of cancellation or non-renewal of any required coverage that is not replaced.

(f) All required General Liability and Automobile Liability insurance policies, which include Licensors as an additional insured, must be primary regardless of the application of other insurance.

(g) Licensee may use any combination of primary and excess insurance to meet the total limits required.

(h) Certificates of Insurance shall be issued within forty-five (45) days of written request by Licensors.

14.3 Licensee hereby releases Licensors and Licensors' property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 14.

14.4 Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of the Lease, as amended by this Amendment, or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

14.4.1 any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, sublessees, or sublicenses including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees or agents and except if such work or act is done or performed by Licensor or its agents or employee;

14.4.2 any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees or invitees except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees or agents and;

14.4.3 any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents; and

14.4.4 any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in the Lease or the Amendment on its part to be performed or complied with except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees or agents and.

14.5 Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of the Lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Property, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

15. Notices.

15.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensor:

City of Laredo, Texas, to:

Information Services & Telecommunications Department

1102 Bob Bullock Loop

Laredo, Texas 78043

Attention: Department Director

With a required copy sent to:

Best Best & Krieger LLP
Attn: Mr. Gerard Lavery Lederer
2000 Pennsylvania Avenue, NW
Suite 4300
Washington, DC 20006

If to Licensee:

American Towers LLC
Attn.: Land Management
10 Presidential Way
Woburn, MA 01801

With a required copy sent to:

American Towers LLC
Attn.: Legal Dept.
116 Huntington Avenue
Boston, MA 02116

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

15.1.1 Notices will be deemed to have been given upon either receipt or rejection. Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. Quiet Enjoyment, Title and Authority.

16.1 Licensors covenants and warrants that (i) it has full right, power and authority to execute this Amendment and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Uses of the Premises; (iii) its execution and performance of this Amendment will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

17. Hazardous Substances.

17.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other applicable federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of the Lease.

17.2 Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence or use of any Hazardous Material placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), to insure, protect, hold harmless and indemnify Licensor from any liability created by Licensee pursuant to such sections.

17.3 Licensor makes no warranty or representation whatsoever concerning the Premises, except as stated herein, including without limitation, the condition, fitness, or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances, or governmental regulations. Licensee's right to use the Premises is strictly on an "as is" basis with all faults, existing as of the Effective Date. Licensor hereby disclaims all warranties whatsoever, except as stated herein, express or implied, concerning the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

17.4 Licensor or its officers, employees, contractors, or agents shall at all times have the right to enter and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated; provided, however, Licensor must first call Licensee at (877) 518-6937 at least forty-eight (48) hours in advance of any proposed entry and/or inspection by Licensor to allow a representative of Licensee to be present during any such entry and/or inspection. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Premises and taking photographs, but may not in any event disrupt or interfere with Licensee's Permitted Uses of the Premises.

17.5 Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Material within the Premises, give written notice to Licensor in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Material has come or will come to be located on, under, about or within the Premises. The failure to disclose in a timely manner the release of a Hazardous Material shall be a breach of the Lease by Licensee. Licensee shall immediately clean up and completely remove such release of Hazardous Material to the extent released by Licensee on, under, about or within the Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules, and regulations.

17.6 In the event Hazardous Materials used in violation of applicable laws are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of any Hazardous Materials in violation of applicable laws placed on, under, about or within the Premises by Licensee, and provide written documentation of its safe and legal disposal.

17.7 Breach of any of these covenants, terms, and conditions, and Licensee's subsequent failure to cure within thirty (30) days after Licensee's receipt of written notice from Licensor (provided Licensee shall have such extended period beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion), shall give Licensor the authority to either terminate the Lease or to shut down Licensee's operations thereon, at the sole discretion of Licensor. In either case, Licensee will continue to be liable under the Lease to remove and mitigate all Hazardous Materials to the extent placed by Licensee on, under, about or within the Premises or the Property in violation of applicable laws. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Materials to the extent introduced to the Premises by Licensee during Licensee's period of use and possession of Premises. Upon termination of the Lease, Licensee shall, in accordance with all applicable laws, remove from the Premises any equipment or improvements to the extent placed on Premises by Licensee that may be contaminated by Hazardous Materials.

17.8 The terms of this Section 17 shall survive the expiration or earlier termination of the Lease.

18. Assignment to Affiliate.

18.1 Licensee may assign the Lease and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an "Affiliate" (as defined below) of Licensee upon written notification to Licensor. For purposes of this subparagraph, Affiliate shall mean: (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (v) an entity which purchases substantially all of the assets of Licensee, or (vi) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee.

18.2 Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder unless specifically reserved; provided, however, that an assignment of the Lease to an entity having a net worth of \$50,000,000 or more (or to an entity providing a guaranty in Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

19. Successors and Assigns.

19.1 The Lease shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. Waiver of Licensor's Lien.

20.1 Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof. The Facilities shall be deemed personal property for purposes of the Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Facilities from time to time in Licensee's sole discretion.

21. Miscellaneous.

21.1 The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in the Lease and this Amendment providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

21.2 Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

21.3 The Lease, as modified by this Amendment, constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to the Lease must be in writing and executed by both parties.

21.4 Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

21.5 Each party agrees to cooperate with the other in executing any documents (including a memorandum or short form of Amendment and/or easement agreement) necessary to protect its rights under the Lease. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of Amendment, neither party shall record this Amendment, but may record, in lieu thereof, the aforementioned memorandum or short form of Amendment. In the event of a recordation prohibition described above, either party may record this Amendment. Either party may record an easement agreement.

21.6 The Lease shall be construed in accordance with the laws of the county and state in which the Premises are located.

21.7 If any term of this Amendment is found to be void or invalid, such invalidity shall not affect the remaining terms of this Amendment, which shall continue in full force and effect.

22. **Mortgage Subordination.**

22.1 The Lease is and shall be subject and subordinate to all prior existing ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) business days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which the Lease is subordinate shall recognize and preserve the Lease in the event of any foreclosure sale or possessory action, and in such case, the Lease shall continue in full force and effect and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. Notwithstanding the

foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

23. RF Signage and Notices.

23.1 Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted sublicensee are referred to two recent FCC and OSHA enforcements orders for guidance on signage. (See <http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html> and <http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html>)

23.1.1 To assist Licensee and any permitted sublicensee, attached hereto and incorporated herein as Exhibit E is the industry standard for signage as established by PCIA - The Wireless Infrastructure Association's Technical Council.

24. Amendments.

24.1 The provisions of the Lease may be amended only by mutual written consent of the Parties.

25. No Relocation Assistance.

25.1 Licensee acknowledges that Licensee is not entitled to relocation assistance, or any other applicable provision of law upon termination of the Lease.

26. Time.

26.1 Time is of the essence of this Amendment.

27. Amendments to Lease.

27.1 Sections 5, 6(a), 6(b), 7, 8, 9, 11, 15, 16, 17, 18, 19, 20, 21, 23, 24, and 25(b) of the Lease are hereby deleted in their entirety. Except as specifically set forth in this Amendment, the Lease is otherwise unmodified and remains in full force and effect by and between the Parties. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date aforesaid.

LICENSOR:
CITY OF LAREDO

LICENSEE:
AMERICAN TOWERS LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Attest:

Clerk of Board/Secretary

Approved as to Form:

City Attorney

EXHIBIT "A"

Property

The North One-half of Block Number Eight Hundred Thirty Six in the Eastern Division of the City of Laredo.

Webb County, TX APN: 174184

EXHIBIT "B"

Premises

LEASE AREA

THAT PORTION OF THE NORTH HALF OF BLOCK 836, EASTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southwest corner of North half of said Block 836,
Thence North 00 Degrees 19 Minutes 58 Seconds East, along the West line of the North half of said Block 836, a distance of 80.00 feet;
Thence departing the West line of the North half of said Block 836,
South 89 Degrees 33 Minutes 03 Seconds East, a distance of 74.61 feet;
Thence South 60 Degrees 56 Minutes 46 Seconds East, a distance of 28.95 feet;
Thence South 00 Degrees 19 Minutes 58 Seconds West, a distance of 56.14 feet, to a point on the South line of the North half of said Block 836;
Thence North 89 Degrees 33 Minutes 03 Seconds West, along the South line of the North half of said Block 836, a distance of 100.00 feet to the POINT OF BEGINNING.

EXHIBIT "C"

Access and Utilities

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way, including, but not limited to:

15' ACCESS EASEMENT

AN EASEMENT FOR INGRESS AND EGRESS BEING OVER A PORTION OF THE NORTH HALF OF BLOCK 836 AND OVER THAT PART OF KEARNEY STREET ADJACENT THERETO, EASTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID EASEMENT BEING 15 FEET IN WIDTH, 7.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING at the Southwest corner of the North half of said Block 836; Thence North 00 Degrees 19 Minutes 58 Seconds East, along the West line of the North half of said Block 836 and along the West line of said Kearney Street adjacent thereto, a distance of 181.47 feet to the POINT OF BEGINNING;

Thence departing the West line of that portion of Kearney Street adjacent to the North half of said Block 836, South 89 Degrees 40 Minutes 02 Seconds East, a distance of 25.13 feet;

Thence around a curve to the right through a central angle of 90 Degrees 06 Minutes 59 Seconds, an arc distance of 31.46 feet, a radius of 20.00 feet and a chord bearing of South 44 Degrees 36 Minutes 32 Seconds East with a distance of 28.31 feet;

Thence South 00 Degrees 26 Minutes 57 Seconds West, a distance of 81.52 feet to the POINT OF TERMINUS.

10' UTILITY EASEMENT

AN EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE BEING OVER THE WEST 10 FEET BLOCK 837, THE WEST 10 FEET OF THE NORTH HALF OF BLOCK 836 AND THE WEST 10 FEET OF THAT PART OF KEARNEY STREET ADJACENT TO SAID BLOCKS 836 AND 837, EASTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS.

EXHIBIT “D”

SITE TECHNICAL STANDARDS

I. General

All users shall furnish the following to Licensor prior to installation of any equipment.

Site application/facilities data sheet.

Copies of FCC licenses/construction permits.

Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

Copies of manufacturer’s equipment specifications.

The following will not be permitted without the written consent of Licensor, which consent shall not be unreasonably withheld:

Equipment which does not conform to FCC Rules and Regulations.

Any equipment without FCC type acceptance.

Non-continuous duty rated transmitters used in continuous duty applications.

Hybrid equipment with different manufacturers’ RF designated markings.

Equipment with crystal oscillator modules which have not been temperature compensated.

II. Radio Frequency Interference Protective Devices

I

Antenna to antenna proximity

III. All Antennas And Mounts Must Be:

All mounting hardware galvanized or non-corroding metal.

Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.

Bonded with copper braid to building ground system, when available.

Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) and Scotchkoted (including booted pigtailed).

Must meet manufacturer’s VSWR specifications.

Antennas or hardware with corroded elements must be repaired or replaced.

Mounting pipes must be cut such that they do not extend above the antenna mounting sleeve.

IV. Antenna Mounts

2” or greater heavy wall galvanized mounting pipes must be used.

No welding or drilling on mounts will be permitted.

Any corroding hardware must be replaced.

V. Cable

All antenna transmission lines shall be grounded at the antenna, at the entry point to the equipment room, and in the equipment room, with the appropriate grounding kits.

All transmission lines must be clamped with stainless steel clamps made specifically for this purpose (not wraplock) to the wave guide bridge for the full external run of the line.

No kinked or cracked cable.

Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel.

All cable must be run in troughs or cable trays where provided or indicated.

The use of extension cords will not be allowed.

VI. Connectors

Must be properly fabricated (soldered if applicable) if field installed.

Must be taped and “Scotchkoted” at least 4” onto jacket if exposed to weather.

Male pins must be proper length.

Must be electrically and mechanically equivalent to standard OEM connectors.

VII. Receivers

All shields must be in place.

Must meet manufacturer’s specifications, specifically regarding bandwidth, discriminator, drift width, and spurious responses.

Crystal filters/preselectors/cavities must be installed in receiver ports and inputs where appropriate.

All repeater CTCSS circuitry can use “AND” logic and be able to be defeated for testing.

VIII. Transmitters

Must meet original manufacturer’s specifications.

All shielding must be in place and secure.

Must have a visual indication of transmitter operation.

Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).

All low level, pre-driver and driver stages in exciter must be shielded.

Output power may not exceed specific power guidelines for site, unless otherwise authorized by Licensor.

IX. Combiners/Multicouplers

Shall at all times meet manufacturer's specifications.

Must be tuned using manufacturer approved procedures.

Unused combiner ports must be terminated with the proper length shorted stubs or loads.

X. Cabinets

All cabinets must be bonded together and grounded to the supplied ground cable.

All doors must be on and closed.

All non-original holes larger than 1" must be covered or sealed.

XI. Installation Procedures

Installation may take place only after Licensor has been notified of the date and time, and only during normal working hours unless otherwise specifically authorized.

Equipment may not be operated until the installation has been approved by Licensor, which approval shall not be unreasonably withheld.

Equipment must remain within its designated floor space at all times.

XII. Maintenance/Tuning Procedures

External indicator lamps must be working.

Equipment parameters must meet manufacturers' specifications.

All cover, shield, and rack fasteners must be in place and securely tightened.

Local speakers must be turned off except during service.

XIII. FCC Licensing

All FCC licenses must be current

Must be posted as prescribed by FCC rules, with copies to Licensor.

Interference Diagnosing Procedures

All Licensees must cooperate in a timely fashion with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that their equipment is involved.

Licensor will provide best efforts to assist in locating and curing all interference problems brought to the Licensor by Licensee. If a specific interference problem as brought to Licensor by Licensee is found to be existing in Licensee's equipment, then Licensee will reimburse Licensor for technical assistance at a reasonable market rate, plus any reasonable expenses.

Miscellaneous

All installations must be maintained in a neat and orderly manner.

Doors to equipment and antenna spaces shall be closed and locked at all times.

Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, service or maintenance.

All rubbish related to Licensee's installation and operations must be removed immediately.

EXHIBIT E
PCIA Tech Council
RF Signage Standards

Notice

Sign Location: Point of access to the site or physical barrier to the site

Appropriate for: Addressing practices not related personal injury

Example: Areas with no trespassing where RF leaks or temporary RF level spikes may occur, but not exceeding the average limits

Color: Blue heading band containing white “NOTICE” text

Symbol: Radiating tower

Additional language (descending):

RADIO FREQUENCY ENVIRONMENT AREA

AUTHORIZED PERSONNEL ONLY BEYOND THIS POINT!

Personnel proceeding beyond this point must obey all posted signs, site guidelines, and Federal Regulations for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Caution

Sign Location: Areas where RF assessment has determined RF emissions exceed the FCC Uncontrolled/General Population exposure limit

Example: Base of a tower where personnel may find themselves in RF fields that exceed the FCC Uncontrolled/General Population limit, but are less than 100% of the Controlled Worker Standard under time-weighted average guidelines

Appropriate for: Warning against potential hazards that could result in minor or moderate injury

Color: Yellow heading band containing black “CAUTION” text

Symbols:

Yellow exclamation point in black triangle next to “CAUTION”

Radiating tower in yellow triangle with black outline

Additional language (descending):

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Warning

Sign location: Posted in advance of areas that have been determined to have RF emission levels that exceed the Controlled/Occupational RF limit or borderline Controlled-Occupational/Above Controlled areas

Example: This would include those areas with high power broadcast or paging, or areas within a few feet of most other antennas.

Appropriate for: Indicating a potentially hazardous situation that, if not avoided, could result in serious injury or death.

Color: Red heading band containing black “WARNING” text

Symbol:

Red exclamation point in black triangle next to “WARNING”

Radiating tower in red triangle with black outline

Additional language (descending)

BEYOND THIS POINT:

Radio frequency fields at this site may exceed FCC rules for human exposure

For your safety, obey all posted signs and site guidelines for working in radio frequency environments

In accordance with Federal Regulations on frequency emissions

Shape: vertical rectangle with rounded edges

Miscellaneous Factors:

Key sign word should be 2” in height visible at 25’

New ANSI standard emphasizes custom design

Suggests adding an action statement, consequences, a symbol, use mixed case, and in many situations add emergency information.

Caution signs without a safety alert symbol may be used to alert against unsafe practices that can result in property damage only

Warning and Danger signs should not be used for property damage hazards unless personal injury risk appropriate to this level is also involved

Information Services & Telecommunications 63.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosrio C. Cabello, Deputy City Manager

Staff Source: Homero Vazquez-Garcia, IST Director

SUBJECT

Authorizing the City Manager to execute a First Amendment to the Lease between the City of Laredo (“Licensor”) and T-Mobile West LLC, a Delaware limited liability company, (“Licensee”), as Successor in Interest to STPCS Joint Venture, LLC, for ground space at 610 Del Mar, Laredo, Webb County, Texas, for the continued maintenance and operation of Antennae Facilities on the top surface of the Water Tower, and related ground facilities for use in their communications business. Term of the amendment is one (1) five (5) year term commencing May 1, 2020 and ending April 30, 2025, with no renewal options. The annual fee will increase from \$11,461.00 to \$25,000.00.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Licensor and Licensee entered into a Ground Lease dated May 1, 2000, whereby Licensor licensed to Licensee on a non-exclusive basis, ground space located on the real property known as 610 Del Mar, Laredo, Webb County, Texas. STPCS assigned this lease agreement to T-Mobile on January 1, 2006.

This Agreement amends and restates the ground lease for a term of five (5) years commencing May 1, 2020 and ending April 30, 2025 and increases the annual rent from \$11,461.00 to \$25,000.00. The city will consider additional renewal option a year before the expiration based on the status of the water tower.

The leased premises contain rooftop antennae facilities and ground related facilities.

Staff continues to propose the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water storage tanks and other city structures.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Beginning on May 1, 2020, the city will receive an annual rent of \$25,000 with a CPI increase on each anniversary of the commencement date. Rent to be credited to General Fund -Telecommunications Rentals line item #101-0000-361-2006.

Attachments

CC-T-Mobile Del Mar

T-Mobile Amendment

T-Mobile Ordinance Del Mar

COUNCIL COMMUNICATION

DATE: 07/27/20	SUBJECT: Introductory Ordinance Authorizing the City Manager to execute a First Amendment to the Lease between the City of Laredo (“Licensor”) and T-Mobile West LLC, a Delaware limited liability company, (“Licensee”), as Successor in Interest to STPCS Joint Venture, LLC, for ground space at 610 Del Mar, Laredo, Webb County, Texas, for the continued maintenance and operation of Antennae Facilities on the top surface of the Water Tower, and related ground facilities for use in their communications business. Term of the Amendment is one (1) five (5) year term commencing May 1, 2020 and ending April 30, 2025, with no renewal options. The annual fee will increase from \$11,461.00 to \$25,000.00.
INITIATED BY: Rosario C. Cabello, Deputy City Manager	STAFF SOURCE: Homero Vazquez-Garcia, I.S.T. Director
BACKGROUND: Licensor and Licensee entered into a Ground Lease dated May 1, 2000, whereby Licensor licensed to Licensee on a non-exclusive basis, ground space located on the real property known as 610 Del Mar, Laredo, Webb County, Texas. STPCS assigned this lease agreement to T-Mobile on January 1, 2006. This Agreement amends and restates the ground lease for a term of five (5) years commencing May 1, 2020 and ending April 30, 2025 and increases the annual rent from \$11,461.00 to \$25,000.00. The city will consider additional renewal option a year before the expiration based on the status of the water tower. The leased premises contain rooftop antennae facilities and ground related facilities. Staff continues to propose the use of City of Laredo property to promote the orderly growth and placement of cellular tower sites in our municipality. City staff has diligently attempted to regulate the proliferation of towers in our community by promoting the use of water storage tanks and other city structures.	
FINANCIAL IMPACT: Beginning on May 1, 2020, the city will receive an annual rent of \$25,000 with a CPI increase on each anniversary of the commencement date. Rent to be credited to General Fund -Telecommunications Rentals line item #101-0000-361-2006.	

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between The City of Laredo, a municipal corporation ("**Landlord**") and T-Mobile West LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Lease Agreement dated May 1, 2000 (the "**Lease**") regarding the leased premises ("**Premises**") located at 610 E. Del Mar, Laredo, Texas 78041 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. At the expiration of the Lease, the Term of the Lease will automatically be extended for one (1) additional five (5) year term (each a "**Renewal Term**"), provided, that either Party may elect not to renew by providing at least thirty (30) days' written notice prior to the expiration of the then current Renewal Term to the other Party.
2. At the commencement of the Renewal Term, Tenant shall pay Landlord annual rent in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per year (the "**Rent**"). Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.
3. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ CC01157A

If to Landlord:

City of Laredo
Telecommunications Center
1101 Garden St.
Laredo, Texas 78040

With a copy by email to
Gerard Lavery Lederer
Best Best & Krieger
2000 Pennsylvania NW, Suite 5300,
Washington, DC 20006
Gerard.lederer@bbklaw.com

4. Landlord will execute a Memorandum of Lease at Tenant 's request and expense. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.
5. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
6. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
7. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment. All Parties represent and warrant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
8. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

LANDLORD:

**City of Laredo,
a municipal corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

**T-Mobile West LLC,
a Delaware limited liability company**

By: _____

Print Name: _____

Title: _____

Date: _____

Kelly Dunham 3/16/2020
T-Mobile Contract Attorney
as to form



ORDINANCE 2020-O-____

AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE LEASE BETWEEN THE CITY OF LAREDO (“LICENSOR”) AND T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, (“LICENSEE”), AS SUCCESSOR IN INTEREST TO STPCS JOINT VENTURE, LLC, FOR GROUND SPACE AT 610 DEL MAR, LAREDO, WEBB COUNTY, TEXAS, FOR THE CONTINUED MAINTENANCE AND OPERATION OF ANTENNAE FACILITIES ON THE TOP SURFACE OF THE WATER TOWER, AND RELATED GROUND FACILITIES FOR USE IN THEIR COMMUNICATIONS BUSINESS. TERM OF THE AMENDMENT IS ONE (1) FIVE (5) YEAR TERM COMMENCING MAY 1, 2020 AND ENDING APRIL 30, 2025, WITH NO RENEWAL OPTIONS. THE ANNUAL FEE WILL INCREASE FROM \$11,461.00 TO \$25,000.00.

WHEREAS, staff recommends that the City Council approve the proposed First Amendment to the Lease between the City of Laredo (“Licensor”) and T-Mobile West LLC, a Delaware limited liability company, (“Licensee”), as Successor in Interest to STPCS Joint Venture, LLC, for ground space at 610 Del Mar, Laredo, Webb County, Texas, for the continued maintenance and operation of Antennae Facilities on the top surface of the Water Tower, and related ground facilities for use in their communications business.

WHEREAS, the City of Laredo entered into an agreement dated May 1, 2000, with Licensee wherein Landlord licensed to Licensee on a non-exclusive basis, space on the top surface of the water tower and ground space at 610 Del Mar, Laredo, Webb County, Texas.

WHEREAS, said agreement has expired April 30, 2020; therefore this Agreement will replace the expired agreement.

WHEREAS, the Information Services and Telecommunications Department finds that said agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1. Authorizing the City Manager to execute a First Amendment to the Lease between the City of Laredo (“Licensor”) and T-Mobile West LLC, a Delaware limited liability company, (“Licensee”), as Successor in Interest to STPCS Joint Venture, LLC, for ground space at 610 Del Mar, Laredo, Webb County, Texas, for the continued maintenance and operation of Antennae Facilities on the top surface of the Water Tower, and related ground facilities for use in their communications business.

Section 2. Term of the Amendment is one (1) five (5) year term commencing May 1, 2020 and ending April 30, 2025, with no renewal options. The annual fee will increase from \$11,461.00 to \$25,000.00.

Section 3. This Ordinance shall become effective upon passage hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS THE ____ DAY OF JULY 2020.**

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA LAUREL HALE
ACTING CITY ATTORNEY

BY: RICARDO BENAVIDEZ, III
ASSISTANT CITY ATTORNEY

Information Services & Telecommunications 64.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Homero Vazquez-Garcia, Director Information Services & Telecommunications

SUBJECT

Authorizing the City Manager to enter into and execute a contract between Intrado Life & Safety Solutions Corp and the City of Laredo for the purchase of Front and Back Room Customer Premise Equipment (CPE) through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract EC07-20 in the total amount of \$475,692.43. The Front and Back Room CPE will be provided at all eight (8) Public Safety Answering Points (PSAPs) located throughout the South Texas Region, which consists of Telecommunicators workstation equipment, including monitors, keyboards, headsets, computer Central Processing Units (CPU), VIPER Equipment (Application Server, CAMA Interface Modules, Admin Interface Modules, Power Supplies), printers, etc.. Funding is available in the Regional 9-1-1 Fund. Purchases are for the grant year of September 1, 2020 through August 31, 2021 RCOM21.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2019 and ending on August 31, 2021.

The Front and Back Room CPE will be purchased from Intrado Life and Safety Solutions Corp through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-20. This equipment will be provided at all eight (8) PSAP's throughout the South Texas Region, including Laredo Police Department, Jim Hogg County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Starr County Sheriff's Office, Zapata County Sheriff's Office, Webb County Sheriff's Office, and the Training Center located at the 9-1-1 Regional Administration office.

As per CSEC's Program Policy Statements (PPS) 028, the Front and Back Room Equipment has a standard life cycle of 6 years and must be replaced due to intensive usage. The replacement is critical as it ensures that PSAPs are functional at all times in order to sustain 9-1-1 service 24 hours a day, 7 days a week.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year: 2021
Budgeted Y/N?: Yes
Source of Funds: State
Account #: 258
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Description	Expense Account No.	Allocated Fund Strategic Plan FY20-21
Equipment Replacement: Webb	258-5562-522-8101	\$39,510.52
Equipment Replacement: Jim Hogg	258-5563-522-8101	\$66,625.89
Equipment Replacement: Starr	258-5564-522-8101	\$113,563.45
Equipment Replacement: Zapata	258-5567-522-8101	\$24,536.74
Equipment Replacement: Laredo Police Department and Training Room	258-5568-525-9001	\$231,455.83
	Total:	\$475,692.43

Attachments

Quote



VIPER Hardware Upgrade

for

Laredo/STDC 911, TX

(Direct Sale - HGAC Buy Contract EC07-20)

Quote Number: 38891

Version: 5

July 14, 2020

The terms and conditions available at west.com/legal-privacy/terms/#call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

Summary All Sites

Item	Position Count	Cost
Laredo PD - Host	8	\$153,842.78
Starr County - Host	2	\$64,489.97
Jim Hogg County - Stand-alone	2	\$66,625.89
Laredo HQ Training Center - Stand-alone	4	\$77,613.05
Rio Grande City - Remote	2	\$24,536.74
Roma PD - Remote	2	\$24,536.74
Webb County SO - Remote	4	\$39,510.52
Zapata County - Remote	2	\$24,536.74
Total:		\$475,692.43

Summary - Laredo PD - Host – 8 positions

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912802/2	VIPER Primary Application Server	1	\$3,650.00	\$3,650.00	\$3,650.00
912803/2	VIPER Primary VoIP Soft Switch	1	\$2,650.00	\$2,650.00	\$2,650.00
912822/2	VIPER Secondary Application Server	1	\$3,250.00	\$3,250.00	\$3,250.00
912823/2	VIPER Secondary VoIP Soft Switch	1	\$2,650.00	\$2,650.00	\$2,650.00
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912800	VIPER Gateway Shelf	3	\$990.00	\$623.70	\$1,871.10
912801	CAMA Interface Module (CIM)	5	\$2,690.00	\$1,694.70	\$8,473.50
912811/U	Application Server Position Access License Upgrade	9	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	8	\$322.50	\$0.00	\$0.00
912813	48V Power Supply and Shelf - VIPER System	2	\$995.00	\$995.00	\$1,990.00
912814	Admin Interface Module (AIM)	1	\$1,400.00	\$882.00	\$882.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,995.00	\$1,256.85	\$1,256.85
912820/24	Cisco C3650-24-TS-S 24 port Switch (with stacking module)	2	\$5,500.00	\$5,500.00	\$11,000.00
Subtotal					\$37,673.45
Power 911					
913100/U	Power 911 Client Access License Upgrade	8	\$4,997.50	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	8	\$997.50	\$0.00	\$0.00
Subtotal					\$0.00
MapFlex					
MF-DMS/U	MapFlex 9-1-1 Client Upgrade	8	\$2,197.50	\$0.00	\$0.00
MF-SRV/U	MapFlex Server Upgrade	1	\$4,997.50	\$0.00	\$0.00
Subtotal					\$0.00
Sentry					
915100/CD	Sentry Software	1	\$75.00	\$0.00	\$0.00
915101	Sentry Server Console Kit	1	\$3,000.00	\$0.00	\$0.00
P10234	ELM Class 1 Upgrade	5	\$280.00	\$0.00	\$0.00
P10235	ELM Class 2 Upgrade	49	\$50.00	\$0.00	\$0.00
Subtotal					\$0.00
IWS Workstations					
914102/BB	IWS Workstation Prebuilt Building Block	8	\$1,668.00	\$1,668.00	\$13,344.00
913850/S	IWS Viper Enabling Kit (Sonic)	8	\$3,250.00	\$2,047.50	\$16,380.00
Subtotal					\$29,724.00
Power 911 Hardware					
914961	IWS Server RACK Bundle - Type B	1	\$8,595.00	\$8,595.00	\$8,595.00
Subtotal					\$8,595.00
MapFlex Hardware					
MF-HW	MapFlex Server Hardware	1	\$6,500.00	\$6,500.00	\$6,500.00
MF-HWBU	MapFlex Backup Server Hardware	1	\$4,500.00	\$4,500.00	\$4,500.00
Subtotal					\$11,000.00

Object Server Hardware

914962	IWS Server RACK - Type A	1	\$2,673.00	\$2,673.00	\$2,673.00
914121/3	IWS Object Server - Underlying Software	1	\$1,398.00	\$1,398.00	\$1,398.00
914958	Rocket Port Express Octacable DB9, PCIe Card	1	\$465.00	\$465.00	\$465.00
				Subtotal	\$4,536.00

Sentry Hardware

914960	IWS Server RACK Bundle - Type A	1	\$5,415.00	\$5,415.00	\$5,415.00
				Subtotal	\$5,415.00

Critical Spares

912802/2	VIPER Primary Application Server	1	\$3,650.00	\$3,650.00	\$3,650.00
912800	VIPER Gateway Shelf	1	\$990.00	\$623.70	\$623.70
912801	CAMA Interface Module (CIM)	1	\$2,690.00	\$1,694.70	\$1,694.70
912813	48V Power Supply and Shelf - VIPER System	1	\$995.00	\$995.00	\$995.00
912814	Admin Interface Module (AIM)	1	\$1,400.00	\$882.00	\$882.00
913850/S	IWS Viper Enabling Kit (Sonic)	1	\$3,250.00	\$2,047.50	\$2,047.50
914102/BB	IWS Workstation Prebuilt Building Block	1	\$1,668.00	\$1,668.00	\$1,668.00
912820/24	Cisco C3650-24-TS-S 24 port Switch (with stacking module)	1	\$5,500.00	\$5,500.00	\$5,500.00
				Subtotal	\$17,060.90

Staging

950858	Backroom Staging - Additional work when no Cabinet	1	\$1,250.00	\$1,250.00	\$1,250.00
950852	Front Room Equipment Staging - Per Position	8	\$250.00	\$250.00	\$2,000.00
				Subtotal	\$3,250.00

Installation

P10121	Remote MapFlex Configuration	1	\$1,500.00	\$1,500.00	\$1,500.00
				Subtotal	\$1,500.00

Call Taker and Admin Training

960780	Power 911 Administrator Training	3	\$1,500.00	\$1,500.00	\$4,500.00
P10090	MapFlex 9-1-1 Administrator Training	3	\$1,500.00	\$1,500.00	\$4,500.00
960575	Living Expense per Day per Person	8	\$200.00	\$200.00	\$1,600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$11,850.00

CCS Training

P10087	CCS Training	4	\$1,500.00	\$1,500.00	\$6,000.00
960575	Living Expense per Day per Person	6	\$200.00	\$200.00	\$1,200.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$8,450.00

Project Management Services

950510	Project Management Services	1	\$0.00	\$14,788.43	\$14,788.43
				Subtotal	\$14,788.43

Total \$153,842.78

Summary - Starr County – Host – 2 positions

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912802/2	VIPER Primary Application Server	1	\$3,650.00	\$3,650.00	\$3,650.00
912803/2	VIPER Primary VoIP Soft Switch	1	\$2,650.00	\$2,650.00	\$2,650.00
912822/2	VIPER Secondary Application Server	1	\$3,250.00	\$3,250.00	\$3,250.00
912823/2	VIPER Secondary VoIP Soft Switch	1	\$2,650.00	\$2,650.00	\$2,650.00
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912800	VIPER Gateway Shelf	3	\$990.00	\$623.70	\$1,871.10
912801	CAMA Interface Module (CIM)	4	\$2,690.00	\$1,694.70	\$6,778.80
912811/U	Application Server Position Access License Upgrade	3	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	2	\$322.50	\$0.00	\$0.00
912813	48V Power Supply and Shelf - VIPER System	2	\$995.00	\$995.00	\$1,990.00
912814	Admin Interface Module (AIM)	1	\$1,400.00	\$882.00	\$882.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,995.00	\$1,256.85	\$1,256.85
912820/24	Cisco C3650-24-TS-S 24 port Switch (with stacking module)	2	\$5,500.00	\$5,500.00	\$11,000.00
				Subtotal	\$35,978.75
Power 911					
913100/U	Power 911 Client Access License Upgrade	2	\$4,997.50	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	2	\$997.50	\$0.00	\$0.00
				Subtotal	\$0.00
MapFlex					
MF-DMS/U	MapFlex 9-1-1 Client Upgrade	8	\$2,197.50	\$0.00	\$0.00
				Subtotal	\$0.00
Sentry					
915100/CD	Sentry Software	1	\$75.00	\$0.00	\$0.00
P10235	ELM Class 2 Upgrade	9	\$50.00	\$0.00	\$0.00
				Subtotal	\$0.00
IWS Workstations					
914102/BB	IWS Workstation Prebuilt Building Block	2	\$1,668.00	\$1,668.00	\$3,336.00
913850/S	IWS Viper Enabling Kit (Sonic)	2	\$3,250.00	\$2,047.50	\$4,095.00
				Subtotal	\$7,431.00
Power 911 Hardware					
914961	IWS Server RACK Bundle - Type B	1	\$8,595.00	\$8,595.00	\$8,595.00
				Subtotal	\$8,595.00
Object Server Hardware					
914962	IWS Server RACK - Type A	1	\$2,673.00	\$2,673.00	\$2,673.00
914121/3	IWS Object Server - Underlying Software	1	\$1,398.00	\$1,398.00	\$1,398.00
914958	Rocket Port Express Octacable DB9, PCIe Card	1	\$465.00	\$465.00	\$465.00
				Subtotal	\$4,536.00
Staging					
950858	Backroom Staging - Additional work when no Cabinet	1	\$1,250.00	\$1,250.00	\$1,250.00
950852	Front Room Equipment Staging - Per Position	2	\$250.00	\$250.00	\$500.00
				Subtotal	\$1,750.00

Project Management Services

950510	Project Management Services	1	\$0.00	\$6,199.22	\$6,199.22
				Subtotal	\$6,199.22
				Total	\$64,489.97

Summary - Jim Hogg County - Stand-alone – 2 positions

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912802/2	VIPER Primary Application Server	1	\$3,650.00	\$3,650.00	\$3,650.00
912803/2	VIPER Primary VoIP Soft Switch	1	\$2,650.00	\$2,650.00	\$2,650.00
912822/2	VIPER Secondary Application Server	1	\$3,250.00	\$3,250.00	\$3,250.00
912823/2	VIPER Secondary VoIP Soft Switch	1	\$2,650.00	\$2,650.00	\$2,650.00
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912800	VIPER Gateway Shelf	3	\$990.00	\$623.70	\$1,871.10
912801	CAMA Interface Module (CIM)	2	\$2,690.00	\$1,694.70	\$3,389.40
912811/U	Application Server Position Access License Upgrade	3	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	2	\$322.50	\$0.00	\$0.00
912813/M	48V Power Supply Module	2	\$804.00	\$804.00	\$1,608.00
912814	Admin Interface Module (AIM)	2	\$1,400.00	\$882.00	\$1,764.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,995.00	\$1,256.85	\$1,256.85
912820/24	Cisco C3650-24-TS-S 24 port Switch (with stacking module)	2	\$5,500.00	\$5,500.00	\$11,000.00
Subtotal					\$33,089.35
Power 911					
913100/U	Power 911 Client Access License Upgrade	2	\$4,997.50	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	2	\$997.50	\$0.00	\$0.00
Subtotal					\$0.00
MapFlex					
MF-DMS/U	MapFlex 9-1-1 Client Upgrade	2	\$2,197.50	\$0.00	\$0.00
MF-SRV/U	MapFlex Server Upgrade	1	\$4,997.50	\$0.00	\$0.00
Subtotal					\$0.00
Sentry					
915100/CD	Sentry Software	1	\$75.00	\$0.00	\$0.00
P10234	ELM Class 1 Upgrade	4	\$280.00	\$0.00	\$0.00
P10235	ELM Class 2 Upgrade	9	\$50.00	\$0.00	\$0.00
Subtotal					\$0.00
IWS Workstations					
914102/BB	IWS Workstation Prebuilt Building Block	2	\$1,668.00	\$1,668.00	\$3,336.00
913850/S	IWS Viper Enabling Kit (Sonic)	2	\$3,250.00	\$2,047.50	\$4,095.00
Subtotal					\$7,431.00
Power 911 Hardware					
914960	IWS Server RACK Bundle - Type A	1	\$5,415.00	\$5,415.00	\$5,415.00
Subtotal					\$5,415.00
MapFlex Hardware					
MF-HW	MapFlex Server Hardware	1	\$6,500.00	\$6,500.00	\$6,500.00
Subtotal					\$6,500.00

Object Server Hardware

914962	IWS Server RACK - Type A	1	\$2,673.00	\$2,673.00	\$2,673.00
914121/3	IWS Object Server - Underlying Software	1	\$1,398.00	\$1,398.00	\$1,398.00
914958	Rocket Port Express Octacable DB9, PCIe Card	1	\$465.00	\$465.00	\$465.00
				Subtotal	\$4,536.00

Staging

950858	Backroom Staging - Additional work when no Cabinet	1	\$1,250.00	\$1,250.00	\$1,250.00
950852	Front Room Equipment Staging - Per Position	2	\$250.00	\$250.00	\$500.00
				Subtotal	\$1,750.00

Installation

P10121	Remote MapFlex Configuration	1	\$1,500.00	\$1,500.00	\$1,500.00
				Subtotal	\$1,500.00

Project Management Services

950510	Project Management Services	1	\$0.00	\$6,404.54	\$6,404.54
				Subtotal	\$6,404.54

Total **\$66,625.89**

Summary - Laredo HQ Training Center - Stand-alone – 4 positions

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912802/2	VIPER Primary Application Server	1	\$3,650.00	\$3,650.00	\$3,650.00
912803/2	VIPER Primary VoIP Soft Switch	1	\$2,650.00	\$2,650.00	\$2,650.00
912822/2	VIPER Secondary Application Server	1	\$3,250.00	\$3,250.00	\$3,250.00
912823/2	VIPER Secondary VoIP Soft Switch	1	\$2,650.00	\$2,650.00	\$2,650.00
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912800	VIPER Gateway Shelf	3	\$990.00	\$623.70	\$1,871.10
912801	CAMA Interface Module (CIM)	2	\$2,690.00	\$1,694.70	\$3,389.40
912811/U	Application Server Position Access License Upgrade	5	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	4	\$322.50	\$0.00	\$0.00
912813	48V Power Supply and Shelf - VIPER System	2	\$995.00	\$995.00	\$1,990.00
912814	Admin Interface Module (AIM)	1	\$1,400.00	\$882.00	\$882.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,995.00	\$1,256.85	\$1,256.85
912820/24	Cisco C3650-24-TS-S 24 port Switch (with stacking module)	2	\$5,500.00	\$5,500.00	\$11,000.00
Subtotal					\$32,589.35
Power 911					
913100/U	Power 911 Client Access License Upgrade	4	\$4,997.50	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	4	\$997.50	\$0.00	\$0.00
Subtotal					\$0.00
MapFlex					
MF-DMS/U	MapFlex 9-1-1 Client Upgrade	4	\$2,197.50	\$0.00	\$0.00
MF-SRV/U	MapFlex Server Upgrade	1	\$4,997.50	\$0.00	\$0.00
MF-DP-NEW	MapFlex GIS Data Prep - New System or Major Version Upgrade	1	\$2,500.00	\$2,500.00	\$2,500.00
Subtotal					\$2,500.00
Sentry					
915100/CD	Sentry Software	1	\$75.00	\$0.00	\$0.00
P10234	ELM Class 1 Upgrade	4	\$280.00	\$0.00	\$0.00
P10235	ELM Class 2 Upgrade	11	\$50.00	\$0.00	\$0.00
Subtotal					\$0.00
IWS Workstations					
914102/BB	IWS Workstation Prebuilt Building Block	4	\$1,668.00	\$1,668.00	\$6,672.00
913850/S	IWS Viper Enabling Kit (Sonic)	4	\$3,250.00	\$2,047.50	\$8,190.00
Subtotal					\$14,862.00
Power 911 Hardware					
914960	IWS Server RACK Bundle - Type A	1	\$5,415.00	\$5,415.00	\$5,415.00
Subtotal					\$5,415.00
MapFlex Hardware					
MF-HW	MapFlex Server Hardware	1	\$6,500.00	\$6,500.00	\$6,500.00
Subtotal					\$6,500.00

Object Server Hardware

914962	IWS Server RACK - Type A	1	\$2,673.00	\$2,673.00	\$2,673.00
914121/3	IWS Object Server - Underlying Software	1	\$1,398.00	\$1,398.00	\$1,398.00
914958	Rocket Port Express Octacable DB9, PCIe Card	1	\$465.00	\$465.00	\$465.00
				Subtotal	\$4,536.00

Staging

950858	Backroom Staging - Additional work when no Cabinet	1	\$1,250.00	\$1,250.00	\$1,250.00
950852	Front Room Equipment Staging - Per Position	4	\$250.00	\$250.00	\$1,000.00
				Subtotal	\$2,250.00

Installation

P10121	Remote MapFlex Configuration	1	\$1,500.00	\$1,500.00	\$1,500.00
				Subtotal	\$1,500.00

Project Management Services

950510	Project Management Services	1	\$0.00	\$7,460.70	\$7,460.70
				Subtotal	\$7,460.70

Total **\$77,613.05**

Summary - Rio Grande City – Remote – 2 positions

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912800	VIPER Gateway Shelf	2	\$990.00	\$623.70	\$1,247.40
912801	CAMA Interface Module (CIM)	1	\$2,690.00	\$1,694.70	\$1,694.70
912811/U	Application Server Position Access License Upgrade	3	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	2	\$322.50	\$0.00	\$0.00
912813	48V Power Supply and Shelf - VIPER System	2	\$995.00	\$995.00	\$1,990.00
912814	Admin Interface Module (AIM)	1	\$1,400.00	\$882.00	\$882.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	\$2,200.00	\$2,200.00	\$4,400.00
912716/S	Cisco Stacking module for C2960-X	2	\$950.00	\$950.00	\$1,900.00
Subtotal					\$12,114.10
Power 911					
913100/U	Power 911 Client Access License Upgrade	2	\$4,997.50	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	2	\$997.50	\$0.00	\$0.00
Subtotal					\$0.00
MapFlex					
MF-DMS/U	MapFlex 9-1-1 Client Upgrade	2	\$2,197.50	\$0.00	\$0.00
Subtotal					\$0.00
Sentry					
915100/CD	Sentry Software	1	\$75.00	\$0.00	\$0.00
P10235	ELM Class 2 Upgrade	5	\$50.00	\$0.00	\$0.00
Subtotal					\$0.00
IWS Workstations					
914102/BB	IWS Workstation Prebuilt Building Block	2	\$1,668.00	\$1,668.00	\$3,336.00
913850/S	IWS Viper Enabling Kit (Sonic)	2	\$3,250.00	\$2,047.50	\$4,095.00
Subtotal					\$7,431.00
Object Server Hardware					
914958	Rocket Port Express Octacable DB9, PCIe Card	1	\$465.00	\$465.00	\$465.00
914102/BB	IWS Workstation Prebuilt Building Block	1	\$1,668.00	\$1,668.00	\$1,668.00
Subtotal					\$2,133.00
Staging					
950852	Front Room Equipment Staging - Per Position	2	\$250.00	\$250.00	\$500.00
Subtotal					\$500.00
Project Management Services					
950510	Project Management Services	1	\$0.00	\$2,358.64	\$2,358.64
Subtotal					\$2,358.64
Total					\$24,536.74

Summary - Roma PD – Remote – 2 positions

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912800	VIPER Gateway Shelf	2	\$990.00	\$623.70	\$1,247.40
912801	CAMA Interface Module (CIM)	1	\$2,690.00	\$1,694.70	\$1,694.70
912811/U	Application Server Position Access License Upgrade	3	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	2	\$322.50	\$0.00	\$0.00
912813	48V Power Supply and Shelf - VIPER System	2	\$995.00	\$995.00	\$1,990.00
912814	Admin Interface Module (AIM)	1	\$1,400.00	\$882.00	\$882.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	\$2,200.00	\$2,200.00	\$4,400.00
912716/S	Cisco Stacking module for C2960-X	2	\$950.00	\$950.00	\$1,900.00
Subtotal					\$12,114.10
Power 911					
913100/U	Power 911 Client Access License Upgrade	2	\$4,997.50	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	2	\$997.50	\$0.00	\$0.00
Subtotal					\$0.00
MapFlex					
MF-DMS/U	MapFlex 9-1-1 Client Upgrade	2	\$2,197.50	\$0.00	\$0.00
Subtotal					\$0.00
Sentry					
915100/CD	Sentry Software	1	\$75.00	\$0.00	\$0.00
P10235	ELM Class 2 Upgrade	5	\$50.00	\$0.00	\$0.00
Subtotal					\$0.00
IWS Workstations					
914102/BB	IWS Workstation Prebuilt Building Block	2	\$1,668.00	\$1,668.00	\$3,336.00
913850/S	IWS Viper Enabling Kit (Sonic)	2	\$3,250.00	\$2,047.50	\$4,095.00
Subtotal					\$7,431.00
Object Server Hardware					
914958	Rocket Port Express Octacable DB9, PCIe Card	1	\$465.00	\$465.00	\$465.00
914102/BB	IWS Workstation Prebuilt Building Block	1	\$1,668.00	\$1,668.00	\$1,668.00
Subtotal					\$2,133.00
Staging					
950852	Front Room Equipment Staging - Per Position	2	\$250.00	\$250.00	\$500.00
Subtotal					\$500.00
Project Management Services					
950510	Project Management Services	1	\$0.00	\$2,358.64	\$2,358.64
Subtotal					\$2,358.64
Total					\$24,536.74

Summary - Webb County SO – Remote – 4 positions

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912800	VIPER Gateway Shelf	3	\$990.00	\$623.70	\$1,871.10
912801	CAMA Interface Module (CIM)	2	\$2,690.00	\$1,694.70	\$3,389.40
912811/U	Application Server Position Access License Upgrade	5	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	4	\$322.50	\$0.00	\$0.00
912813	48V Power Supply and Shelf - VIPER System	2	\$995.00	\$995.00	\$1,990.00
912814	Admin Interface Module (AIM)	2	\$1,400.00	\$882.00	\$1,764.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	\$2,200.00	\$2,200.00	\$4,400.00
912716/S	Cisco Stacking module for C2960-X	2	\$950.00	\$950.00	\$1,900.00
Subtotal					\$15,314.50
Power 911					
913100/U	Power 911 Client Access License Upgrade	4	\$4,997.50	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	4	\$997.50	\$0.00	\$0.00
Subtotal					\$0.00
MapFlex					
MF-DMS/U	MapFlex 9-1-1 Client Upgrade	4	\$2,197.50	\$0.00	\$0.00
Subtotal					\$0.00
Sentry					
915100/CD	Sentry Software	1	\$75.00	\$0.00	\$0.00
P10235	ELM Class 2 Upgrade	7	\$50.00	\$0.00	\$0.00
Subtotal					\$0.00
IWS Workstations					
914102/BB	IWS Workstation Prebuilt Building Block	4	\$1,668.00	\$1,668.00	\$6,672.00
913850/S	IWS Viper Enabling Kit (Sonic)	4	\$3,250.00	\$2,047.50	\$8,190.00
Subtotal					\$14,862.00
Object Server Hardware					
914962	IWS Server RACK - Type A	1	\$2,673.00	\$2,673.00	\$2,673.00
914121/3	IWS Object Server - Underlying Software	1	\$1,398.00	\$1,398.00	\$1,398.00
914958	Rocket Port Express Octacable DB9, PCIe Card	1	\$465.00	\$465.00	\$465.00
Subtotal					\$4,536.00
Staging					
950852	Front Room Equipment Staging - Per Position	4	\$250.00	\$250.00	\$1,000.00
Subtotal					\$1,000.00
Project Management Services					
950510	Project Management Services	1	\$0.00	\$3,798.02	\$3,798.02
Subtotal					\$3,798.02
Total					\$39,510.52

Summary - Zapata County – Remote – 2 positions

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912800	VIPER Gateway Shelf	2	\$990.00	\$623.70	\$1,247.40
912801	CAMA Interface Module (CIM)	1	\$2,690.00	\$1,694.70	\$1,694.70
912811/U	Application Server Position Access License Upgrade	3	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	2	\$322.50	\$0.00	\$0.00
912813	48V Power Supply and Shelf - VIPER System	2	\$995.00	\$995.00	\$1,990.00
912814	Admin Interface Module (AIM)	1	\$1,400.00	\$882.00	\$882.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	\$2,200.00	\$2,200.00	\$4,400.00
912716/S	Cisco Stacking module for C2960-X	2	\$950.00	\$950.00	\$1,900.00
				Subtotal	\$12,114.10
Power 911					
913100/U	Power 911 Client Access License Upgrade	2	\$4,997.50	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	2	\$997.50	\$0.00	\$0.00
				Subtotal	\$0.00
MapFlex					
MF-DMS/U	MapFlex 9-1-1 Client Upgrade	2	\$2,197.50	\$0.00	\$0.00
				Subtotal	\$0.00
Sentry					
915100/CD	Sentry Software	1	\$75.00	\$0.00	\$0.00
P10235	ELM Class 2 Upgrade	5	\$50.00	\$0.00	\$0.00
				Subtotal	\$0.00
IWS Workstations					
914102/BB	IWS Workstation Prebuilt Building Block	2	\$1,668.00	\$1,668.00	\$3,336.00
913850/S	IWS Viper Enabling Kit (Sonic)	2	\$3,250.00	\$2,047.50	\$4,095.00
				Subtotal	\$7,431.00
Object Server Hardware					
914958	Rocket Port Express Octacable DB9, PCIe Card	1	\$465.00	\$465.00	\$465.00
914102/BB	IWS Workstation Prebuilt Building Block	1	\$1,668.00	\$1,668.00	\$1,668.00
				Subtotal	\$2,133.00
Staging					
950852	Front Room Equipment Staging - Per Position	2	\$250.00	\$250.00	\$500.00
				Subtotal	\$500.00
Project Management Services					
950510	Project Management Services	1	\$0.00	\$2,358.64	\$2,358.64
				Subtotal	\$2,358.64
				Total	\$24,536.74

Notes

- 1 Hardware replacement and software upgrade to VIPER 7.0/P911 7.0. Reusing existing cabinet. Software upgrades at no charge based on active Software Subscription contract. No maintenance renewals are included in this quote. All ePrinters/Object servers are currently workstations, and have been replaced as workstations here. Customer will perform site surveys and perform all installation. All training, including CCS for all sites is consolidated on the Laredo Node A.
 - 2 Customer to provide the following peripheral equipment, as required:

Additional Backroom Equipment Required:
Two (2) modems to ALI Database (If not using SIP)
One (1) Network Laser Printer
Amphenol cables and punch blocks
A high-speed internet-based VPN Connection for Remote Monitoring and Maintenance must be provisioned.

Additional Power IWS Equipment Required:
Each IWS position requires sufficient CAT5e/CAT6 Network Cabling (3 per position) not normally supplied by Intrado, to reach the Network Switches in the back room.
 - 3 All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

WAN Requirements
 - Layer 3 routing must be provided between all locations
 - Certified CAT5e/CAT6 between all network switches
 - Guaranteed Bandwidth for all Intrado applications
 - Low Latency (< 40ms)
 - Low Jitter (< 5ms)
 - Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
 - Support for QoS (Quality of Service) as needed
 - Security against intrusion and virus attack
 - Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
 - DNS Caching and forwarding from satellite sites to all VIPER Application Servers
 - Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
 - Multicast traffic must not pass between separate discrete VIPER systems
 - A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
 - 4 The 3rd Party Recorder Interface Kit provides the following:
 - 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
 - 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
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- 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, Intrado will not be responsible for the support or provisioning of the 3rd party recorder.

- 5 MapFlex is a 9-1-1 call mapping application which locates incoming calls on a map display using customer GIS data and call location data received from the call handling system.

Customers are required to provide their GIS data for provisioning within MapFlex and are required to maintain their GIS data unless Intrado has been contracted to manage the data on the customer's behalf.

GIS Services Included with MapFlex Deployment

- MapFlex GIS Data Preparation services (creation or re-creation of the customer's GIS data package prior to Final Acceptance)
- Remote MapFlex Configuration services

Post-Deployment GIS Services Included Under an Active Maintenance Services Agreement

- Creation or re-creation of a GIS data package potentially required in support of software "break fix"
- Other GIS data professional services potentially required in support of a bug fix related to software

Post-Deployment GIS Services Not Included Under an Active Maintenance Services Agreement

- MapFlex GIS Data Preparation services (following the initial system setup and installation)
- MapFlex Data Update Service (one-time or recurring)
- Re-creation of the GIS data package or other GIS data professional services performed in support of a MapFlex version upgrade

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- 6 Sentry fees do not include Intrado monitoring of the site's performance via the Sentry system.

The Sentry Monitoring System has been configured to monitor all Intrado provided hardware which has an IP address. This includes, but is not limited to, Servers, workstations, A9C, network switches, routers, etc.

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- 7 **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, Intrado will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.

8 **Comprehensive Project Management**

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
- Scope of Work is completed (includes a Project Schedule of key dates)

-
- Review system design
 - Site and/or network diagram are completed as required
 - 3rd Party contractors included in the sales order are contacted and managed
 - Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
 - Comprehensive risk assessment and mitigation planning
 - Overall project coordination
 - Weekly project status meetings are scheduled, led and documented
 - Customer configuration for staging is collected and communicated
 - Equipment staging (if ordered) and shipping is managed"
 - Coordinate on-site delivery
 - Equipment receipt and inventory is validated
 - Intrado resources are scheduled and managed with project implementation and cut-over requirements
 - Maintain all project related communications and documentation
 - Complete Site Book for delivery to end customer at time of handover to service
 - Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services
-

- 9 MapFlex is a 9-1-1 call mapping application which locates incoming calls on a map display using customer GIS data and call location data received from the call handling system.

Customers are required to provide their GIS data for provisioning within MapFlex and are required to maintain their GIS data unless Intrado has been contracted to manage the data on the customer's behalf.

GIS Services Included with MapFlex Deployment

- MapFlex GIS Data Preparation services (creation or re-creation of the customer's GIS data package prior to Final Acceptance)
- Remote MapFlex Configuration services

Post-Deployment GIS Services Included Under an Active Maintenance Services Agreement

- Creation or re-creation of a GIS data package potentially required in support of software "break fix"
- Other GIS data professional services potentially required in support of a bug fix related to software

Post-Deployment GIS Services Not Included Under an Active Maintenance Services Agreement

- MapFlex GIS Data Preparation services (following the initial system setup and installation)
- MapFlex Data Update Service (one-time or recurring)

Re-creation of the GIS data package or other GIS data professional services performed in support of a MapFlex version upgrade

Terms

VENDOR NAME	Intrado Life & Safety Solutions Corporation
	Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	ordermanagement.safetyservices@west.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2010
PAYMENT	Per Contract
DELIVERY	TBD
VALIDITY	Quote expires on January 12, 2021. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corp and is offered solely for the purpose of evaluation.

Revision History

Rev Level	Proposal Writer	Notes	Date Revised
1	RCRAWFORD	Original	August 06, 2019
1	RCRAWFORD	Direct version of 35191	August 09, 2019
2	RCRAWFORD	<ul style="list-style-type: none">• The customer wants to go VIPER 7.• Change workstations to regular IWS instead of PowerStations, and include new Sonics• Add new object servers; rackmount at Hosts and Stand-alone's; towers at the remotes• Change Jim Hogg CIM qty from 1 to 2• Remove MapFlex data prep under Jim Hogg and Laredo HQ. All sites use the same data set as validated under Laredo Host.• Remove ePrinter. Customer pulls everything from PowerMetrics now.• Remove MIS OS migration.• Change Sentry OS migration to a new Sentry server machine• Remove Backup Disk Solution; WSC will use another backup method• Do not add 1U KVMs; WSC can work without them• Remove Project Survey and Installation; will all be done by WSC certified techs• Consolidate travel on CCS and on User/Admin Training. All CCS can be done in one trip. All User/Admin training can be done on one trip.	September 26, 2019
3	RCRAWFORD	Add critical spares to Laredo PD Host.	November 11, 2019
4	DRICHMOND	Reconfigure MapFlex	January 27, 2020
5	VTAYLOR	Updated HGAC contract number	July 14, 2020

Information Services & Telecommunications 65.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Homero Vasquez-Garcia, Director Information Services & Telecommunications

SUBJECT

Authorizing the City Manager to enter into and execute contract payments with annual vendors (AT&T, Western States Communication) for providing the existing 9-1-1 telephone network, database services, and wireless/equipment maintenance for the South Texas Region, including Jim Hogg, Starr, Webb and Zapata counties, in the amount of \$207,755.00. Payments are for the period of September 1, 2020 through August 31, 2021. Funding is available in the 9-1-1 Regional Fund.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2019 and ending on August 31, 2021.

These contracts are annual service contracts for the Public Safety Answering Points (PSAPs) in the South Texas Region, including Jim Hogg County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Starr County Sheriff's Office, Webb County Sheriff's Office, Zapata County Sheriff's Office, the Laredo Police Department, and the Backup Training Center located at the 9-1-1 Regional Administration building. Services provided will include the existing 9-1-1 Telephone Network, Database Services, and Wireless/Equipment Maintenance.

The Commission on State Emergency Communications (CSEC) approved the allocation amounts in the City of Laredo's 9-1-1 Regional Administration Strategic Plan on July 24,

2019.

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year: 2021
Budgeted Y/N?:
Source of Funds: State
Account #: 258
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Vendors	Services	Account	Projected Amount
AT&T	Network	258-5562-523-82-01	\$43,600.00
	Network	258-5563-523-82-01	\$11,160.00
	Network	258-5564-523-82-01	\$14,500.00
	Network	258-5567-523-82-01	\$10,500.00
Western States Communications	Maintenance	258-5568-523-82-06	\$127,995.00
	TOTAL		\$207,755.00

Attachments

AT&T Master Service
WSC Contract

Hector A. Orellana
Client Solutions Executive 2
Government & Education Solutions

721 Beech Ave.
McAllen, TX 78501
956-727-1262 fax
956-605-4849 mobile
ho9555@att.com

Helpful Numbers –

Orders – GEM.TX.ORDER@RDMAIL.IMS.ATT.COM or 1-800-610-0012

Billing - glbngs@rdmail.ims.att.com or 1-888-672-9379

NBS - Mobility Change Requests - nbs.change.requests@amcustomercare.att-mail.com

Repair (Gigaman, POT's, PRI's) – 1-800-442-9950

Repair (Ethernet Network Operations Center-CSME, OEM, MPLS) -1-888-644-3662

Managed Internet Service – Billing or Repair - 1-888-613-6330

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Sales Contact Information
ORELLANA; HECTOR
9569844617
ho9555@us.att.com

eSign Fax Cover Sheet Contract Id: 4612682

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

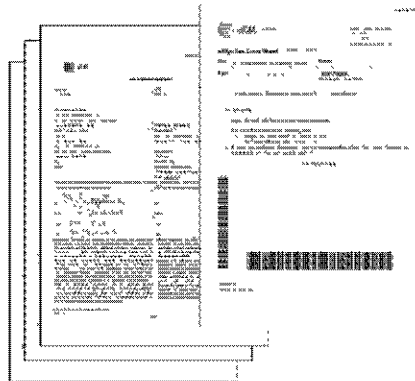
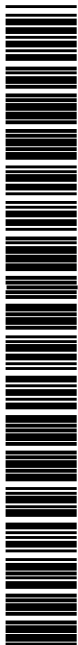
Total Pages: 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 4612682
 - II. All Pages stamped with Contract Id: 4612682
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1121134
Contract Id: 4612682

20150929-6049

AT&T MA Reference No. MA1289760UA



MA1289760UA

MASTER AGREEMENT

Customer	AT&T
CITY OF LAREDO Doing Business As: City of Laredo Community Development Street Address: 1102 BOB BULLOCK LOOP City: LAREDO State/Province : TX Zip Code: 780439800 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Ronnie Acosta Title: Director Street Address: 1301 Farragut St. City: Laredo State/Province: TX Zip Code: 78040 Country: United States Telephone: 9567276521 Fax: Email: racosta@ci.laredo.tx.us	Street Address: 721 BEECH AVE FLOOR 1 City: MCALLEN State/Province: TX Zip Code: 78501 Country: United States <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Jesus M. Olivares	Name: CARLA MCCONNELL
Title: City Manager	Title: Associate Director
Date: September 22, 2015	Date: 29 Sep 2015 ah948g

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT**4.8 Adjustments to MARC.**

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 Exceptions. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 Privacy. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS**6.1 Limitation of Liability.**

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

MASTER AGREEMENT

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period

MASTER AGREEMENT

or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

MASTER AGREEMENT

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

“**Affiliate**” of a party means any entity that controls, is controlled by or is under common control with such party.

“**API**” means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

“**AT&T Software**” means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

“**Customer Personal Data**” means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

“**Cutover**” means the date Customer’s obligation to pay for Services begins.

“**Effective Date**” of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

“**MARC-Eligible Charges**” means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer’s purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

“**Minimum Payment Period**” means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

“**Minimum Retention Period**” means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

“**Purchased Equipment**” means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

“**Service Component**” means an individual component of a Service provided under this Agreement.

“**Service Publications**” means Tariffs, Guidebooks, Service Guides and the AUP.

“**Site**” means a physical location, including Customer’s collocation space on AT&T’s or its Affiliate’s or subcontractor’s property, where AT&T installs or provides a Service.

“**Software**” means AT&T Software and Vendor Software.

“**Third-Party Service**” means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

“**Vendor Software**” means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

WESTERN STATES COMMUNICATIONS, INC.
MAINTENANCE AGREEMENT
E 9-1-1

This Maintenance Agreement (the "Agreement"), dated as of the day of Contract Acceptance is entered into by and between _City of Laredo - South Texas Development Council_ ("Customer"), having its principal offices at _912 Matamoros St Laredo Texas, and Western States Communications, Inc. (WSCCI), having its principal offices at 6756 Spindle Top Rd., San Angelo, Texas 76901.

RECITALS

WHEREAS, Customer desires that WSCCI provide certain maintenance services for the existing 9-1-1 systems located in the Commission, in and around Laredo Texas and

WHEREAS, WSCCI desires to provide such maintenance services to Customer.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. DEFINITIONS

1.1. Terms. For purposes of this Agreement and any amendment thereto, the following terms are defined as set out below or in the Section referenced below:

"9-1-1 Equipment" shall mean all computer hardware, attendant console equipment, ancillary equipment such as printers and uninterruptible power supply, and other associated equipment as identified on **Attachment A** hereto.

"Critical Maintenance Requirement" shall mean: ALI host computer failure, no incoming or outgoing calls on all positions, inability to receive ANI on all calls and positions, not able to establish a voice connection with other PSAP's in the Customer's configuration, call recorder printer failure, network failure preventing an exchange from reaching 911, more than 50% of positions failing, and any other service interruption that disables 911 call-processing.

"Holidays" shall mean those days that are declared as such by the corresponding federal or state authority in the PSAP's geographic area.

"Information" shall mean information, drawings, specifications or data provided by the WSCCI to the Customer.

"Maintenance Service" shall mean maintenance with respect to Systems Software and E9-1-1 CPE for service interruptions seven (7) days a week, twenty-four (24) hours a day, including Holidays.

"Normal Business Hours" shall mean Monday thru Friday 8AM to 5PM Central Time.

"Normal Maintenance Requirement" shall mean: calls routing to wrong PSAP, E9-1-1 CPE not functioning properly but not preventing 911 call handling, low volume or static on less than 50% of the positions, printer not feeding properly, occasional transfer interruptions, and any other interruption that does not prevent 911 call processing.

"PSAP" or "Public Service Answering Point" shall mean the public safety communications center where 9-1-1 calls, placed by the public for a specific geographic area, will be answered.

SECTION 2. TERM OF THE AGREEMENT

This Agreement shall be effective on September 1, 2019, and shall continue until August 31, 2021. Either party may terminate the Agreement prior to the date established hereto pursuant to a Thirty (30) day written notice given to the other party. This agreement shall automatically renew and continue in force on a year-to-year basis ("Extended Term") for two consecutive years (price subject to change at that renewal period) or until terminated by either party upon thirty (30) days written notice to the other party prior to the expiration of the Initial Term or any subsequent Extended Term.

SECTION 3. REPRESENTATIONS AND WARRANTIES

Each party hereto represents to the other party that:

- (a) Such party has authority to enter into this Agreement.
- (b) No officer, director, employee or agent of such party has been or will be employed, retained, paid a fee or otherwise has received or will receive, directly or indirectly, any personal compensation, or any other consideration outside the specific terms of the Agreement in connection with or in contemplation of this Agreement or any future work order.
- (c) In performing services hereunder, WSCI is acting as an independent contractor, not as an employee of Customer, its member governments or the State of TX. WSCI further agrees to be responsible for any payments and other claims due its employees and to comply with all state and federal laws applicable to such individuals, including laws relating to wages, taxes, insurance and workers' compensation.
- (d) WSCI warrants that it is either the owner or licensee of any software involved herein and all documentation related to any such software and has the right and power to deliver and license the software and all documentation related to the software.

SECTION 4. SERVICES TO BE PROVIDED BY WSCI

In the manner hereinafter set forth, WSCI shall provide ongoing maintenance services on the 9-1-1 Equipment at the PSAP or PSAPs throughout the term of the agreement.

4.1. Substitutions, Deviations and New Models

(a) WSCI may, upon mutual written agreement, implement changes in the products or substitute products of more recent technological designs.

(b) Customer shall determine that such changes, modifications or substitutions will not materially affect physical or functional interchangeability or performance.

4.2. Maintenance

(a) In the case of a Critical Maintenance Requirement, the technicians shall respond to the PSAP within 2 hours of notification of the maintenance requirement, including weekends and holidays.

(b) In the case of a Normal Maintenance Requirement, the technician shall respond to the PSAP within 4 hours hours of notification of the maintenance requirement, during normal business hours.

(c) If a response to a Critical Maintenance Requirement is not provided within six hours of notification, Customer may arrange with an alternate service provider to provide such maintenance services for such Critical Maintenance Requirement. WSCI shall reimburse Customer any reasonable costs incurred by Customer in connection with such maintenance by an alternate service provider.

(d) If a response to a Normal Maintenance Requirement is not provided within three days of notification, Customer may arrange with an alternate service provider to provide such maintenance services for such Normal Maintenance Requirement. WSCI shall reimburse Customer any reasonable costs incurred by Customer in connection with such maintenance by an alternate service provider.

4.3. Delay by PSAP

(a) WSCI shall not be liable for any delay or failure to comply with the terms of this Agreement caused solely by an unreasonable action on the part of a PSAP which impairs WSCI's ability to perform hereunder. WSCI shall promptly notify Customer of any delay caused by a PSAP and shall fully cooperate with Customer to complete the maintenance at the PSAP in a timely manner. Delay caused by the unreasonable action of a PSAP shall not constitute grounds for termination of this Agreement by WSCI unless such delay extends beyond ninety days.

4.4. Force Majeure

(a) Neither party will be liable for any delay or failure to comply with the terms of this Agreement due to labor strikes, natural catastrophes, civil disturbances, weather, material shortages, government regulations or other similar causes beyond the party's reasonable control and not attributable to the party's neglect or nonfeasance; however, if notice is not given within ten days after the commencement of an event of force majeure, any excuse for performance shall be waived.

4.5. Access

(a) Customer will provide to WSCI, at no cost, all easements, permits or other access to premises required for WSCI to perform the maintenance services provided herein in a timely manner.

4.6. Building Damages

(a) After performing any maintenance services hereunder, WSCI shall restore the equipment room and installation site to its pre-existing condition. WSCI shall be liable and responsible for any damages to the Premises caused by its work hereunder. Any necessary repairs to damages made by WSCI in the provision of maintenance services will be the sole cost and expense of WSCI.

4.7. Errant Service Request

(a) If WSCI responds to a request for Customer for service or maintenance pursuant hereto and determines that the problem does not involve the 9-1-1 Equipment covered by this Agreement, WSCI shall have no obligation to perform any service unless Customer agrees to pay for such service or maintenance at WSCI's then prevailing standard rate for such service or maintenance. In the event WSCI determines that a problem is not in the 9-1-1 Equipment and refers Customer to the servicing telephone company and the telephone company determines that the problem is in the 9-1-1 Equipment, then WSCI shall reimburse Customer for all reasonable charges billed by the telephone company to Customer for such errant service request.

4.8. Replacement Parts

(a) Customer will have the sole responsibility for maintaining an inventory of replacement parts for the 9-1-1 Equipment. If WSCI discovers that any such replacement parts have been discontinued by the manufacturer thereof, WSCI will notify Customer of such discontinuance. WSCI will make commercially reasonable efforts to locate an alternative to the discontinued replacement part. WSCI will not be liable for failing to perform any Service or maintenance under this Agreement if such failure is caused solely by the unavailability of discontinued replacement parts and a reasonable substitute for such discontinued parts.

SECTION 5. COMPENSATION

Customer shall pay WSCI the total sum of \$127,995.00 annually for the services provided under this Agreement. Such sum shall be payable as one annual payment at the beginning of each one year term (prepayment of both years is acceptable as well). Costs based on HGAC contract EC07-18. Cost will be the same for each of the terms as outlined in Section 2.

SECTION 6. PREVENTATIVE MAINTENANCE

- 6.1. Customer acknowledges that WSCI offers a comprehensive preventative maintenance program (PM), to be carried out on a semi-annual basis.
- 6.2. Attached hereto as **Attachment B** is an inspection worksheet, which describes the Preventative Maintenance Program to be performed by WSCI.
- 6.3. In the event the customer desires to contract for the Preventative Maintenance Service, the customer shall sign the Preventative Maintenance Schedule and deliver such signed copy to WSCI.
- 6.4. The annual cost for such preventative maintenance shall be \$0.00 per site paid annually and due upon signing of the contract by both parties. Preventative maintenance services rendered shall otherwise be subject to the terms and conditions of this agreement.

SECTION 7. GENERAL TERMS AND CONDITIONS

- 7.1. **Amendments.** This Agreement may be amended only by the written agreement of the parties.
- 7.2. **Applicable Law.** This Agreement shall be governed and construed according to the substantive law of the state where Customer is located.
- 7.3. **Assignment.** Customer may not assign or transfer its rights or obligations under this Agreement except with the prior written consent of WSCI.
- 7.4. **Cure**
 - (a) Neither party hereto will be deemed to be in default under any term of this Agreement or any work order executed pursuant hereto and neither party will seek or be entitled to enforce any remedy for any claimed default, including termination of a work order or this agreement, unless the defaulting party fails to cure or correct the alleged default within fourteen days following receipt of written notice thereof from the other party.

7.5. Discrimination Prohibited

(a) WSCI affirms that it shall not discriminate against any individual on the basis of race, creed, sex, national origin, disability or religion.

7.6. Indemnification

(a) Subject to the next paragraph, WSCI agrees to indemnify, defend and hold Customer harmless from and against any and all liability, loss, damage or expense to the extent such claim is attributable to the negligence or intentional malfeasance of WSCI, its employees, agents or representatives.

(b) WSCI agrees to indemnify, protect and hold Customer harmless with respect to any suit, claim, or proceeding brought against Customer alleging that Customer's exercise of its rights hereunder or use of 9-1-1 Equipment in the form supplied by WSCI constitute a misuse of any proprietary or trade secret information or an infringement of any patent, copyright or other intellectual property right. WSCI agrees to defend Customer against any such claims and to pay all litigation costs, attorneys fees, settlement payments and any damages awarded or resulting from any such claim; provided that Customer shall, upon receiving notice of any such claim, promptly notify WSCI of same. WSCI shall have no obligation to indemnify Customer against any such claim that is based upon other than normal use of the 9-1-1 Equipment supplied hereunder.

7.7. Non-Waiver

(a) No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition.

7.8. Notices

(a) Any notice or demand which under the terms of this Agreement or otherwise must or may be given or made by WSCI or Customer will be in writing and given by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

If to Customer:

City of Laredo – South Texas Development Council
912 Matamoros St
Laredo, Texas 78042
Attn: Amanda Tienda

If to WSCI:

WESTERN STATES COMMUNICATIONS, INC.
6756 Spindle Top Rd.
San Angelo, TX 76901
Attn: Andy Bollinger, Exec VP

(b) Any notice issued pursuant to this Agreement shall be deemed to have been given or made when deposited, postage prepaid, in the U.S. mail. The above addresses may be changed at any time by giving ten days prior written notice as above provided.

7.9. Releases and Waivers

(a) Customer will not require waivers or releases from employees of WSCI in connection with visits by such employees to the Premises pursuant to the performance of this Agreement. WSCI agrees to adhere to Customer's reasonable security policies and procedures while on the Premises, provided WSCI is aware thereof and such policies do not conflict with WSCI's labor agreement with its employees. In the event of a conflict, either the parties will mutually agree on a compromise or the applicable work order may be terminated with penalty to either party, subject to the notice and payment provisions set forth.

7.10. Limitation of Liability

(a) WSCI's liability, if any, whether in contract, tort or otherwise, shall be limited to direct damages which shall not exceed the payment of the maintenance services provided hereunder and under no circumstances shall WSCI be responsible or liable for indirect, incidental or consequential damages, including, but not limited to damages arising from the use or performance of the equipment or the loss of data. In connection with this limitation of liability, the parties recognize that WSCI may, from time to time, provide advices, make recommendations or supply other analysis related to the equipment or services described in this Agreement, and while WSCI shall use its best efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to the provision of such advice, recommendations and analysis. Nothing herein is intended to or shall modify any statutory protection from liability applicable to WSCI or to Customer.

7.11. Severability

(a) If any of the provisions of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision,

and the rights and obligations of the parties will be construed and enforced accordingly.

7.12. Use of Information

(a) To the extent allowed by law, Customer agrees to keep confidential all the information, drawings, specifications or data (the "Information"), furnished by WSCI to Customer in connection with the services and the 9-1-1 maintenance provided hereunder. All copies of such Information will be returned to WSCI upon request.

7.13. Warranty

(a) WSCI provides warranties as set forth in the Request and the Proposal.

SECTION 8. TERMINATION

8.1. Neither this Contract nor any work order issued pursuant hereto shall be terminated, suspended or canceled except as expressly permitted herein. Notwithstanding any other term or provision to the contrary herein or in any work order, either party hereto may, at its election and upon fourteen days written notice, terminate, suspend or cancel any work order or this Agreement without any further liability or obligation to the other party in the event that:

(a) Either party fails to fulfill any material obligation set forth herein or if funds are unavailable to Customer from which to pay for Services or for 9-1-1 Maintenance hereunder, provided that such unavailability of funds is the result of the legislative appropriation process or other process through which Customer receives funding for its 9-1-1 functions and services.

(b) Any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under this Agreement.

(c) Thirty days written notice of any intent to terminate shall be given to the other party by the terminating party, and, in the event of termination by Customer, WSCI shall cease providing services hereunder. In the event of early termination of this Agreement, WSCI shall be paid for services provided until the termination date.

(d) In addition to the foregoing, this Agreement may be terminated by Customer at any time. Such termination shall be given no later than thirty days prior to the Maintenance Payment Date and shall be effective on the last day of the preceding Maintenance Year.

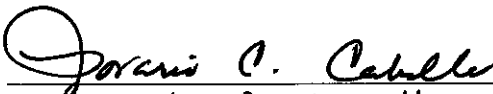
IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Maintenance Service Agreement to be signed in their respective names.

WESTERN STATES COMMUNICATIONS, INC.

By: 
Name: ANDY L. BOLLINGER
Title: EXECUTIVE VICE PRESIDENT

Date: 11-19-2019

CITY OF LAREDO - SOUTH TEXAS DEVELOPMENT COUNCIL

By:  *cc*
Name: Rosario C. Cabello
Title: co-interim City Manager

Date: 10/22/19

**ATTACHMENT A
Equipment List**

See inventory list

Attachment B

WSCSI SEMI-ANNUAL PREVENTIVE MAINTENANCE WORKSHEET

Site Name: STDC SITES Address: SEE ABOVE

SECTION 9. ITEMS TO BE INSPECTED

(a) Physical Appearance

Premise Clean and Environment Conditions Met	Yes []	No[]
UPS and Transfer Switch Properly Installed	Yes []	No[]
Cabling Secured and Properly Installed	Yes []	No[]
911 Associated Equipment Properly Stenciled	Yes []	No[]
Manuals and Prints on Premise	Yes []	No[]
System Configuration annotated in Installation Manual	Yes []	No[]
911 Equipment Properly Powered from UPS	Yes []	No[]
Availability of Site Spares including Fuses	Yes []	No[]
General Appearance of Workstations	Yes []	No[]

(b) System Operation

Alarms Function Correctly	Yes []	No[]
Test Ringing and Tones	Yes []	No[]
Console Features Operate Correctly	Yes []	No[]
Speed Call and Transfer List is Correct	Yes []	No[]
Tandem Transfer Functions Correctly	Yes []	No[]
Make Busy Switch Functions Correctly	Yes []	No[]
Printer Functions Correctly	Yes []	No[]
UPS Functions Correctly	Yes []	No[]
Date and Time Display Correctly	Yes []	No[]

(c) Grounding

Proper Grounding Installed (ASEE Standards)	Yes []	No[]
APU Grounded (Per Standard)	Yes []	No[]
UPS Grounded (Per Standard)	Yes []	No[]
Equipment Cabinets Grounded (Per Standard)	Yes []	No[]

Accepted this day: _____

By: _____ Title: _____

Information Services & Telecommunications 66.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Homero Vazquez-Garcia, Director Information Services & Telecommunications

SUBJECT

Authorizing the City Manager to enter into and execute a contract between Equature and the City of Laredo for the purchase of voice recorders through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract EC07-20 in the total amount of \$79,374.57. The Voice Recorders will be provided at five (5) of the Public Safety Answering Points (PSAPs) located throughout the South Texas Region, which consists of the voice recorder solution, licenses, and one full year of warranty. Purchases are for the grant year of September 1, 2020 through August 31, 2021, RCOM21. Funding is available in the Regional 9-1-1 Fund.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2019 and ending on August 31, 2021.

The Voice Recorders will be purchased from Equature through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-20. The Equature Voice Recorders will be provided at five (5) of the Public Safety Answering Points (PSAPs) located throughout the South Texas Region, including the Laredo Backup Training Center, Rio Grande Police Department, Roma Police Department, Starr County Sheriff's Office and the Webb County Sheriff's Office. The equipment will consist of the voice recorder solution, licenses, and one full year of warranty.

As per CSEC's Program Policy Statements (PPS) 028, the Voice Recorder Equipment

has a standard life cycle of 5 years and must be replaced due to intensive usage. The replacement is critical as it ensures that PSAPs are functional at all times in order to sustain 9-1-1 service 24 hours a day, 7 days a week.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year: 2021
Budgeted Y/N?: Yes
Source of Funds: State
Account #: 258
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

FINANCIAL IMPACT: Funds are available in the 9-1-1 Regional Fund RCOM21.

Description	Expense Account No.	Allocated Fund Strategic Plan FY20-21
Equipment Replacement: Webb	258-5562-522-8101	\$23,188.33
Equipment Replacement: Starr	258-5564-522-8101	\$42,139.68
Equipment Replacement: Laredo Training Room	258-5568-525-9001	\$14,046.56
	Total:	\$79,374.57

Attachments

Quote

6/15/2020

Amanda K. Tienda, MPA, ENP
9-1-1 Program Manager
City of Laredo – 9-1-1 Regional Administration
A: 912 Matamoros St., P.O. Box 579, Laredo, Texas 78042

Amanda,

Thank you for investing your valuable time with Equature. We appreciate the opportunity to partner with the City of Laredo. Our vision is to help others help themselves. Dispatch centers are under tremendous stress 24x7x365 and it is our job as your strategic partner to help improve dispatch operations. We do this by focusing our resources on NG9-1-1 Recording and Dispatch Improvement because like you, we understand that SECONDS SAVE LIVES®.

To be your strategic long term partner, we must provide a robust NG9-1-1 recording platform that is based on Simplicity.Reliability.Speed®. Your team's time is valuable and Equature® is designed as a mission critical tool to save your team time. Dispatch Improvement tools are required today so your team can perform and improve every day. We understand the frustration with slashed training budgets, dispatch turnover, head count reduction and often no standardized training guidelines. Improving dispatch operations requires state of the art tools. Basically, your team is required to do more with less and as your partner it is our job to deliver them.

We understand that we have to earn your TRUST in order to establish a long-term partnership. Here are the guidelines for a great partnership:

1. They must be mutually beneficial: We have to deliver state of the art solutions based on Simplicity.Reliability.Speed® so your team can perform their jobs better because Seconds.Save.Lives®! Your agency has to provide feedback and suggestions to help make Equature better.
2. Must be easy to work together and be open to learn from each other: We have 20+ year relationships with our clients today and the key to that success is simplicity in working together. We all understand the problems with overseas support, foreign call centers and red tape. Equature is a U.S. based company and we manufacture, sell, support, train and implement your solution A to Z. We work hard to make sure we are easy to work with. This is why we give our CEO's cell phone number out to guarantee your satisfaction (248-752-7301).
3. Partnerships must provide high value to both parties: Our Equature® NG9-1-1 Recording and Dispatch Improvement platform is neither the least or the most expensive on the market. One thing we do guarantee is that you will get three times the value on your investment. This is why we offer a 100% Money Back Guarantee because not only do we guarantee the product, but we will pay for your time as well.

Here are some key highlights about us:

1. Equature is a member of the INC 500/5000 list of fastest growing companies in America four years running.
2. Equature sponsors and chairs several NENA and APCO NG9-1-1 standard's committees. We wrote the logging service requirements for NENA which are a core component of NG9-1-1 Recording. We participate in all NENA ICE (Industry Collaboration Events) and have been a NENA NG partner since 2008.
3. Equature focuses on a direct marketing model. We manufacture, sell, support, service and train all right here in the United States. We provide 24x7x365 Proactive Onsite Support anywhere in the U.S. within 4 hours. Our Direct Advantage model allows us to build functionality faster based on our PSAP client's needs.

Some key highlights of the Equature® NG9-1-1 Performance platform:

1. 100% Content Search- The Equature NG9-1-1 Performance Suite allows you to search for calls from any device like your MDT, Android tablet, iPhone, iPad and MAC based on words or phrases spoken during the call. For quality assurance, you can even search for calls based on certain words or phrases that were not spoken. This allows 100% of the content of the calls to be searched now!
2. Dispatch Improvement Cycle – The Equature NG9-1-1 Performance Suite provides a full auditable dispatch improvement platform for assessing dispatcher's response by call type, reporting/analytics and learning on demand training content. Example: John does a good job of handling calls but scores low on telephone skills. With EQ you simply deliver the 8-hour Customer Service course and re-evaluate future calls and track John's improvement. This is unique in the industry.
3. CAD Capture – Our seamless CAD Capture Module allows the user to automatically create scenarios based on call types from CAD (EIDD) and automatically populates data from CAD into Equature for advanced searching and reporting. This saves hours and hours every week for your team.
4. One Integrated Platform – The Equature NG9-1-1 Performance Suite is one integrated platform to capture all NG9-1-1 content (VoIP, RoIP, SMS/MMS, Video, Mobile, Telematics, Police InCar/BWC Video, logging service, EIDD). You have access to search, report, share, and assess all in one system. No other company provides this which means you are protecting your investment for the future. All of the software is written by us and NOT taped together from several companies.

5. Next Generation 911 Capture – This means you do NOT have to buy a new system when your center has to accept other types of emergency communications like (text messaging (SMS & MMS), picture and video attachments, live streaming video, Telematics, and additional NG9-1-1 communications).
6. Motorola P25 Astro / ISSI RoIP – The Equature NG9-1-1 Platform is a leader for Motorola Validated radio recording. We have very unique features that allow us to share talk groups amongst different agencies to save significant investment dollars. We saved one client \$1 Million dollars with this feature. See solution brief for details.
7. Redaction, Cropping, and Notes Package – Redaction is a new technology that allows the administrator of the system the ability to redact or “beep tone” out any personal or privileged information when creating a copy of a recording. Cropping is the ability to identify a meaningful segment of the call. Notes are the ability to place a note or tag for a call. This visual reminder is a way to easily go to the exact spot of the call at a later date.
8. GPU will drive ALL future innovations designed to improve service to citizens and first responder safety. Equature has a built in GPU Engine or Graphical Processing Unit Engine. As video will be delivered via NG 9-1-1, we also see an immediate need for Real Time and Archival of BWC (Body Worn Camera) video. We recommend that any new solution purchased, MUST have GPU processing built in today.
9. Screen Recording allows for the Dispatch computer screen(s) to be recorded and played back with the audio, (like a movie). You can not only hear what was said but see what they did as it happened during the incident.
10. Quality Assessment Grading allows for the scoring of dispatch calls helping to identify training opportunities and validating previous training sessions. Demonstrates the agency is being proactive in addressing deficiencies in dispatcher performance. Research shows that regular review of dispatchers’ performance has a highly positive effect on their overall performance.
11. Elite Mentored Learning on Demand is a state-of-the-art online learning platform designed to provide Public Safety call takers and dispatchers with 8-16 hr. course training. Courses are broken into 20-45-minute video slices with summaries, documents and quizzes. Research shows that retention is improved by 70% when content is delivered in bite sized chunks. Equature is very operationally focused and knows training is critical to the success of any dispatch center because seconds save lives.
12. Future Proof – The Equature NG9-1-1 Performance Suite is built on interoperable and non-proprietary data. This means that the latest software release is complaint with all data from day

one. This means we can make sure our system can run for 30 years in your center and always be new. We are a software company and we would simply update to new hardware.

Why partner with Equature?

1. Next Generation 9-1-1 and EIDD Technology leader and NENA/APCO Partner since 2008
2. APCO/NENA PSAP Working Group – Co-Leader, Michael Smith, DSS Chief Technologist
3. Patent pending Mobile Capture and Automated Scenario Reconstruction
4. Participant & committee member in all NENA Industry Collaboration Events (ICE)
5. ICE Steering Committee – Michael Smith – Vendor Representative
6. ICE 8: Interoperability with Recording & Logging Components – Michael Smith – Planning Committee Chairman
7. NG9-1-1 Standard for the Logging Service – Technical work completed by Michael Smith
8. Deal directly with a US Based manufacturer – not U.S. Regional Sales Office & Overseas manufacturer and a reseller that changes brands or worse handles multiple lines. Impossible to properly stock parts and be an expert on every system.
9. Large enough to provide the BEST system and the BEST support, Small enough to be flexible.
10. Open standards-based architecture, non-proprietary as required in the i3 published standards
11. Record all NG9-1-1 communication (Audio, Video, Chat, Image, Telematics, VoIP) and P25 rad
12. 40+ year old stable company (past 30+ years providing Communication Recording Systems & support)

We would love to partner with your team but in the event, you decide not to partner with us, please make sure you do three things.

1. Get a letter from the recording manufacturer, not a reseller guaranteeing your system is NG9-1-1 ready, and will not require a fork lift upgrade. The last thing you want to do is buy twice! Typically, 911 boards, County Commissioners, and City Councilmen frown on that behavior
2. Get a letter from the manufacturer, again not a reseller, guaranteeing that the product you are buying will not be SUNSET (obsolete) within the next 10 years.
3. Make sure you receive a written 100% money back guarantee!

Prepared by: Gary Define

Prepared for: City of Laredo

DSS Corporation Industry Specialist

NG 9-1-1 Division www.dispatchimprovement.com

Implementation Schedule: (Estimated Business Days)

<u>Milestone</u>	<u>Responsibility</u>
Day 1 - Purchase order received by Equature	Laredo
Day 2 - Pre-installation checklist created	EQ
Day 6 - Kickoff Meeting and acceptance of pre-installation responsibilities	EQ/Laredo
Day 7 - Sample Data Streams, interpretations and documentation are provided	EQ/Laredo
Day 8 - All user and station data delivered to Equature	Laredo
Day 8 - Data entry completed	EQ
Day 10 - System burn-in and testing completed	EQ
Day 10 - System assembly completed - unit shipped	EQ
Day 12 - System delivered to the City of Laredo	EQ
Day 15 - Confirm Installation Date and Site Readiness	EQ/Laredo
Day 30 - Installation and testing begins	EQ
Day 31-32 - On-site training begins	EQ

Equature is committed to providing value to our Public Safety customers. Our goal is to establish a long-term, Win/Win partnership with City of Laredo. Our mission in providing this value requires us to hire and retain top professionals. We have been fulfilling this mission for over 45 years.

RE: H-GAC Contract EC07-20 with Additional Promotional DISCOUNTS

6-22-2020 Equature Recording Solution

QTY	Description	H-GAC Pricing	Solution Price:
-----	-------------	---------------	-----------------

City of Laredo Backup/Training Center

1	Advanced Equature NG 9-1-1 Solution Solution designed with 8 Voice Channels		\$12,296.56
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	Installation, Configuration, Training, Professional Services		\$1,750.00
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	Total Solution Price without below options:		\$14,046.56
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- UNLIMITED USERS Included

Warranty	1 Full Year		Included
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	Total Solution Price:		\$14,046.56
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	Annual Service and Support 24/7/365 Onsite within 4 Hours		\$2,106.98
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Terms: 100% due upon delivery of Equature Solution

- In order to receive the discount incentives, please sign and send this back to Equature by July 31st, 2020. Although signed, this agreement is pending City Budget approval and the approval of STDC.

Signature of acceptance: _____ Date: _____

RE: H-GAC Contract EC07-20 with Additional Promotional DISCOUNTS

6-22-2020 Equature Recording Solution

<u>QTY</u>	<u>Description</u>	<u>H-GAC Pricing</u>	<u>Solution Price:</u>
Webb County		H-GAC Pricing	Equature Pricing
1	Advanced Equature NG 9-1-1 Solution Pricing Includes 36 Recorded Channels	\$32,226.50	\$21,438.33
<u>Installation, Configuration, Training, Professional Services</u>			\$1,750.00
Total Solution Price without below options:			\$23,188.33
<ul style="list-style-type: none"> • UNLIMITED USERS 			Included
<u>Optional Software</u>			
	Speech Recognition Engine with Negate Functionality	\$4,915.59	Included
	Speech license per 9-1-1 Positions		Included
	Quality Assessment with Scorecard Analysis and Automation	\$1,000.00	Included
	Project Management		Included
Warranty	1 Full Year		Included
Total Solution Price with All Options Selected:			\$38,142.09 \$23,188.33
Annual Service and Support 24/7/365 Onsite within 4 Hours Terms: 100% due upon delivery of Equature Solution			\$5,721.31 \$3,478.25

- In order to receive the \$14,953.76 in discount incentives, please sign and send this back to Equature by July 31st, 2020. Although signed, this agreement is pending City Budget approval and the approval of STDC.

Signature of acceptance: _____ Date: _____

RE: H-GAC Contract EC07-20 with Additional Promotional DISCOUNTS

6-22-2020 Equature Recording Solution

QTY	Description	H-GAC Pricing	Solution Price:
Roma Police Department		H-GAC Pricing	Equature Pricing
1	Advanced Equature NG 9-1-1 Solution Pricing Includes 8 Recorded Channels	\$20,362.15	\$12,296.56
Installation, Configuration, Training, Professional Services			\$1,750.00
Total Solution Price without below options:			\$14,046.56
<ul style="list-style-type: none"> UNLIMITED USERS 			Included
<u>Optional Software</u>			
	Speech Recognition Engine with Negate Functionality	\$4,915.59	Included
	Speech license per 9-1-1 Positions		Included
	Project Management		Included
	ANI/ALI Data Feed	\$3,150.00	Included
	Warranty 1 Full Year		Included
Total Solution Price with All Options Selected:			\$28,427.74 \$14,046.56
	Annual Service and Support 24/7/365 Onsite within 4 Hours Terms: 100% due upon delivery of Equature Solution	\$4,264.16	\$2,106.98

- In order to receive the \$14,381.18 in discount incentives, please sign and send this back to Equature by July 31st, 2020. Although signed, this agreement is pending City Budget approval and the approval of STDC.

Signature of acceptance: _____ Date: _____

RE: H-GAC Contract EC07-20 with Additional Promotional DISCOUNTS

6-22-2020 Equature Recording Solution

QTY	Description	H-GAC Pricing	Solution Price:
1	Starr County SO Advanced Equature NG 9-1-1 Solution Pricing Includes 8 Recorded Channels	H-GAC Pricing \$20,362.15	Equature Pricing \$12,296.56
	Installation, Configuration, Training, Professional Services		\$1,750.00
	Total Solution Price without below options:		\$14,046.56
	• UNLIMITED USERS		Included
	<u>Optional Software</u>		
	Speech Recognition Engine with Negate Functionality	\$4,915.59	Included
	Speech license per 9-1-1 Positions		Included
	Project Management		Included
	ANI/ALI Data Feed	\$3,150.00	Included
	Warranty 1 Full Year		Included
	Total Solution Price with All Options Selected:	\$28,427.74	\$14,046.56
	Annual Service and Support 24/7/365 Onsite within 4 Hours Terms: 100% due upon delivery of Equature Solution	\$4,264.16	\$2,106.98

- In order to receive the \$14,381.18 in discount incentives, please sign and send this back to Equature by July 31st, 2020. Although signed, this agreement is pending City Budget approval and the approval of STDC.

Signature of acceptance: _____ Date: _____

RE: H-GAC Contract EC07-20 with Additional Promotional DISCOUNTS

6-22-2020 Equature Recording Solution

QTY	Description	H-GAC Pricing	Solution Price:
Rio Grande Police Department		H-GAC Pricing	Equature Pricing
1	Advanced Equature NG 9-1-1 Solution Pricing Includes 22 Recorded Channels	\$20,362.15	\$12,296.56
<u>Installation, Configuration, Training, Professional Services</u>			\$1,750.00
Total Solution Price without below options:			\$14,046.56
<ul style="list-style-type: none"> UNLIMITED USERS 			Included
<u>Optional Software</u>			
	Speech Recognition Engine with Negate Functionality	\$4,915.59	Included
	Speech license per 9-1-1 Positions		Included
	ANI/ALI Data Feed	\$3,150.00	Included
	Project Management		Included
Warranty	1 Full Year		Included
Total Solution Price with All Options Selected:			\$31,749.24 \$14,046.56
Annual Service and Support 24/7/365 Onsite within 4 Hours Terms: 100% due upon delivery of Equature Solution			\$4,762.38 \$2,106.98

- In order to receive the \$13,707.91 in discount incentives, please sign and send this back to Equature by July 31st, 2020. Although signed, this agreement is pending City Budget approval and the approval of STDC.

Signature of acceptance: _____ Date: _____

Equature Manufacturers Partnership Promise 100% Money Back Satisfaction Guarantee

Equature is pleased to offer this Money Back Satisfaction Guarantee. As a manufacturer and developer of Next Generation 9-1-1 Communication Capture Solutions, we are in direct contact with our customers and do not have to rely on the Reseller model of moving requests and concerns up the chain of command. You have a direct line to the top. We have over 40 years' experience in servicing the Public Safety community and understand the needs and challenges you face each day. We have a long track record of success which allows us to offer the following guarantee. During the acceptance period, in the event the Equature NG911 Communication Capture system does not perform to standard 911 recording features and functions then City of Laredo and STDC can terminate the agreement with 90 days' notice to correct the issues and receive a full refund.

We look forward to creating a long-term Business Partnership!

The City of Laredo and The South Texas Development Council agrees to Partner and do business with Equature.

Agreed: _____

Printed Name: _____

Equature: Gary Define II – Industry Specialist

Date: _____ 6/22/2020 _____

Please email both the proposal page and 100 % performance promise to: Gdefine@equature.com

Information Services & Telecommunications 67.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario C. Cabello, Deputy City Manager

Staff Source: Homero Vazquez-Garcia, IST Director

SUBJECT

Consideration to ratify Purchase Order 332966 issued to ADCOMP Systems, Inc. for the amount of \$88,090.80, for the purchase of three (3) Special Order Outfacing Kiosks for contact less utility payments; providing the ability for customers to pay without having to enter the buildings, thereby minimizing COVID-19 exposure

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo issued Purchase Order 332966 to ADCOMP SYSTEMS, INC., for the amount of \$88,090.80 for the purchase of three (3) Special Order Outfacing Kiosk as follows:

Jack: with touchscreen, receipt printer, cabinet, bill acceptor, credit card reader. Base Kiosk software to accept cash, credit cards, and check payments – 3 @ 16,545.60

Advanced Payment Kiosk Software, per department, to lookup balance and update payments using software API or lockbox file – 3 @ 4,300.00

Check Imager/Reader - 3 @ 2,390.00

Barcode Reader – 3 @ 785.00

Security Cameras – Inside the Safe and Outfacing – 3 @ 1,143.00

Outside Enclosure (weatherizing) – 3 @ 3,000.00

Setup, configuration & training (up to 2 days). Does not include travel. Can be onsite or remote. – 3 @ 1,200.00

Note: Annual Maintenance Support: Calculated at 20% of original kiosk cost, billed annually. This includes all real time reporting, alerts, software updates, phone/tech support, remote monitoring. This will be billed once kiosk is live.

Expense is a COVID-19 eligible expense under the CARES ACT 2020. Purchase Order issued as per **TIPS-USA Contract #200105**.

Kiosks to be located at City Hall, City Hall Annex and third location to be determined.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Ratification approval by City Council.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds expensed from line item 101-9810-594-7360

Attachments

CC-ADCOMP Systems

ADCOMP Kiosks

COUNCIL COMMUNICATION

DATE: 07/27/20	SUBJECT: MOTION Consideration to ratify Purchase Order 332966 issued to ADCOMP Systems, Inc. for the amount of \$88,090.80, for the purchase of three (3) Special Order Outfacing Kiosks for contactless Utility Payments; providing the ability for customers to pay without having to enter the buildings, thereby minimizing COVID-19 exposure;	
INITIATED BY: Rosario C. Cabello, Deputy City Manager		STAFF SOURCE: Homero Vazquez-Garcia, Information Services & Telecommunications Director
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: The City of Laredo issued Purchase Order 332966 to ADCOMP SYSTEMS, INC., for the amount of \$88,090.80 for the purchase of three (3) Special Order Outfacing Kiosk as follows: Jack: with touchscreen, receipt printer, cabinet, bill acceptor, credit card reader. Base Kiosk software to accept cash, credit cards, and check payments – 3 @ 16,545.60 Advanced Payment Kiosk Software, per department, to lookup balance and update payments using software API or lockbox file – 3 @ 4,300.00 Check Imager/Reader - 3 @ 2,390.00 Barcode Reader – 3 @ 785.00 Security Cameras – Inside the Safe and Outfacing – 3 @ 1,143.00 Outside Enclosure (weatherizing) – 3 @ 3,000.00 Setup, configuration & training (up to 2 days). Does not include travel. Can be onsite or remote. – 3 @ 1,200.00 Note: Annual Maintenance Support: Calculated at 20% of original kiosk cost, billed annually. This includes all real time reporting, alerts, software updates, phone/tech support, remote monitoring. This will be billed once kiosk is live. Expense is a COVID-19 eligible expense under the CARES ACT 2020. Purchase Order issued as per TIPS-USA Contract #200105 . Kiosk to be located at City Hall, City Hall Annex and third location to be determined.		
FINANCIAL IMPACT: Funds expensed from line item 101-9810-594-7360		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Ratification approval by city council.

ADCOMP SYSTEMS, INC

1720 S EDMONDS LN.
STE 201
LEWISVILLE, TX 75067

Proforma Invoice

DATE	Proforma Invoice No.
6/18/2020	2171

NAME / ADDRESS
City of Laredo Victor Martinez 1102 Bob Bullock Loop, Laredo, Texas 78043

Ship To
City of Laredo 1102 Bob Bullock Loop, Laredo, TX 78043

P.O. NO.	TERMS	REP	PROJECT
	100% ADVANCE	D F	

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Special Order Outfacing Kiosk JACK: With touchscreen, Receipt Printer, Cabinet, Bill Acceptor, CC Reader. Base Payment Kiosk Software to accept cash, credit cards & check payments	3	16,545.60	49,636.80T
Advanced Payment Kiosk Software, per department, to lookup balance and update payments using software API or lockbox file.	3	4,300.00	12,900.00T
Check Imager/reader	3	2,390.00	7,170.00T
Barcode Reader	3	785.00	2,355.00T
Security Cameras - Inside the Safe and Outfacing	3	1,143.00	3,429.00T
Outside Enclosure (weatherizing)	3	3,000.00	9,000.00T
Setup, configuration & training (upto 2 days).Does not include travel. Can be onsite or remote	3	1,200.00	3,600.00T
NOTE: ANNUAL MAINTENANCE SUPPORT: Calculated at 20% of original kiosk cost, billed annually. This includes all real time reporting, alerts, software updates, phone/tech support, remote monitoring. This will be billed once kiosk is live.			

TAX (0.00)
TOTAL

CUSTOMER'S SIGNATURE*

ADCOMP SYSTEMS, INC

1720 S EDMONDS LN.
STE 201
LEWISVILLE, TX 75067

Proforma Invoice

DATE	Proforma Invoice No.
6/18/2020	2171

NAME / ADDRESS
City of Laredo Victor Martinez 1102 Bob Bullock Loop, Laredo, Texas 78043

Ship To
City of Laredo 1102 Bob Bullock Loop, Laredo, TX 78043

P.O. NO.	TERMS	REP	PROJECT
	100% ADVANCE	D F	

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<p>Terms: Payment: 100% Advance Payment Delivery: F. O. B. Lewisville, TX Shipping and handling not included. Shipping approx. 10-12 weeks after payment has been received. Delivery schedule is dependant on receiving all required information from the customer and it's software vendors. On site installation not included. TIPS-USA CONTRACT # 200105</p> <p>ACH/Wire Instructions: Company name: Adcomp Systems Inc Company Address: 1720 S Edmonds Ln., Suite 201 Lewisville, TX 75067 Bank Name: JP Morgan Chase Bank Bank Address: 2301 Valley View Lane Farmers Branch, TX 75234 Account # : 846005384365 ABA# 111000614 FedEx Account Number: 260945840 (For Mailing Checks)</p>			
<p>TERMS AND CONDITIONS: 1. Interest will be charged at 2% per month on past due invoices. Returned checks are subject to \$30.00 fee. Customer will be responsible for all collection costs and attorney fees, whether suit is filed or not. Shipping and Taxes are extra, if not included. Items & services not included above will be charged extra. 2. Returns are subject to 25% restocking fee and will not be accepted without authorization, original invoice and packaging. 3. No returns of cables, connectors, softwares and special orders. No refunds only credit for future purchases. No cash refunds. 4. Deposits are non-refundable. 5. Warranty on all items limited to those provided by the manufacturer. 6. Service charges are non-refundable.</p>			
		TAX (0.00)	\$0.00
		TOTAL	\$88,090.80

Your SIGNATURE* confirms your agreement to the terms and prices listed in this Proforma Invoice.
For Billing Inquiries Call (972) 436 3900

CUSTOMER'S SIGNATURE*

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Juan J. Gomez, Jr. Parks & Recreation Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-070 to the sole bidder Clark Hardware, Laredo, Texas in the estimated annual amount of \$300,000.00. This is a two year contract for the purchase of assorted plumbing items such as: water fountains, heaters, couplings, fittings, etc. This contract is subject to future appropriations. All items will be purchased on an as needed basis throughout the year and for various city departments. This contract may be extended for an additional one or two year period upon mutual consent of both parties. Funding is available in the Parks and Recreation, Airport, Public Works, Health, Solid Waste, Laredo Transit Management Inc., Laredo Municipal Housing and Utilities departments budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City solicited formal bids for awarding a two year contract for the purchase of water fountains, water heaters, assorted plumbing items such as bathroom repair items, couplings, and fittings. Clark Hardware, Laredo, Texas, was de sole bidder. The bid has five sections. Bid will be awarded by section. This contract establishes contract pricing for those items routinely secured for the maintenance and repair of municipal facilities. All items will be secured on an as need basis throughout the year.

	Clark Hardware
Section I Water Fountains	\$ 23,038.00
Sections II Water Heaters	\$ 52,778.00
Section III Bathroom Supplies	\$ 16,829.50
Section IV Plumbing Supplies	\$ 65,721.50
Section V Sprinklers & related Materials	\$ 137,292.00
Other: Discounts range 15% -87%	

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be awarded

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need the 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 FY20-070



FY20-070- Plumbing Supplies

Clark Hardware Ltd

Supplier Response

Event Information

Number: FY20-070- Plumbing Supplies
Title: Plumbing Supplies - Various City Departments
Type: Request For Bid
Issue Date: 6/15/2020
Deadline: 7/6/2020 05:00 PM (CT)
Notes: **Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please find MANUAL BID DROP-OFF PROCEDURES in the attachment tab and find instructions on Bid Openings at <https://www.cityoflaredo.com/> and clicking on VIEW LIVE**

OPENINGS. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: Miguel A. Pescador
Address: Purchasing
Public Works
Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
Phone: 001 (956) 794-1730
Fax: 001 (956) 790-1805
Email: mpescador@ci.laredo.tx.us

Clark Hardware Ltd Information

Contact: Vidal Cantu
Address: 1202 Clark Blvd
Laredo, TX 78040
Phone: (956) 723-2241
Email: vcantu@clarkhardwareltd.com

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

Vidal Cantu

Signature

Submitted at 7/6/2020 11:59:20 AM

vcantu@clarkhardwareltd.com

Email

Requested Attachments

Conflict of Interest Form

City of Laredo COI form 2020.pdf

Only if vendor needs to address if there is a conflict of interest, then CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form

City of Laredo Non Collusive Affidavit 2020.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties

No response

Form 1295 is to be submitted upon award of bid.

Bid Attributes

1 Award By Section

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

Yes

2 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
 - (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
 - (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:
- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
 - (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
 - (d) Proposed delivery time must be shown and shall include Sundays and holidays
 - (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is

exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the

awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded 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

3 Insurance Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets mininum requirements

4 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

5 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5.

Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

6 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

7	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid
	Clark Hardware, LTD. Vidal Cantu 956-723-2241

8	State how long under has the business been in its present business name
	45 yrs

9	If applicable, list all other names under which the Business identified above operated in the last five years
	n/a

10	State if the Company is a certified minority business enterprise
	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

11	Questions Part 1
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	1. no 2. no 3. no 4. no 5. no

12	Questions Part 2
	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
	1. no 2. no 3. no

13	State if the Company is a certified minority business enterprise
	Historically Underutilized Business (HUB)

14	Conflict of Interest Disclosure
	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm . The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

1 5	Conflict of Interest Questionnaire Form CIQ For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
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1 6	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. <input type="text" value="I attest there is no conflict of interest"/>
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1 7	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
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1 8	This is a <input type="text" value="New Submission"/>
--------	---

1 9	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Vidal Cantu"/>
--------	--

2 0	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY20-070 Plumbing Supplies Various City Departments"/>
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2 1	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Clark Hardware, Ltd"/>
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2 2	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. <input type="text" value="Not Applicable"/>
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2 3	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. <input type="text" value="No response"/>
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2 4	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
--------	---

2
5

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

2
6

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

Not Applicable

2
7

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

2
8

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

2
9

Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

3
0

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.

3
1

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

3
2

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

3
3 **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

3
4 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

3
5 **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

3
6 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Vidal Cantu Purchasing/Sales Clark Hardware, Ltd. 6-30-2020

3
7 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

Bid Lines

1 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 contract for the purchase of plumbing supplies for various departments of the City of Laredo. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: <https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx>. Proposals can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on July 6, 2020 and all submitted proposals received will be opened and publicly acknowledged at 9:30 A.M. on July 7, 2020. **Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please see instructions at <https://www.cityoflaredo.com/> clicking on BID DROP-OFF PROCEDURES.**

2 1.0 SCOPE OTF WORK Sealed bids, subject to the terms and conditions of this Invitation for Bids are being requested for the awarding of a two year contract for the purchase of plumbing supplies . All plumbing supplies will be ordered on an as needed basis and delivered directly to requesting departments.

1.1 Contractor Requirements. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.

1.3 The bid pricing should be FOB Laredo, TX unless otherwise clearly stated within the specifications.

1.4 Purchases made for City of Laredo use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates may be furnished upon request.

1.5 Brand names or manufacturer's references are the desire brand as it indicates type and quality desired base on the City's needs. Vendor can provide an approved equal which will be reviewed and approved by the City. For approved equals, bidder shall include manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be attached as part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

1.6 There are no guaranteed quantities. This contract does not commit the City to purchase the quantities indicated. The quantities are monthly 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. These 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 quantities may vary within the contract period. The City of Laredo has provided to the best of its knowledge. The City of Laredo may or may not order from items listed.

3 2.0 General Conditions

2.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

2.2 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.

2.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.

3.0 General Requirements

Contract will be awarded by sections.

3.1 Payment and Invoicing

All invoices must show purchase order number and invoice should be legible. All invoices have a 30 day term from receipt of order.

3.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

3.3 It is the intent of the City to secure a contract for plumbing supplies required by the different city departments.

3.4 The contract award shall be based on an estimated total annual expenditure by all city departments of There is no "guaranteed annual contract volume".

3.5 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.

3.6 The bid pricing must be firm for the contract period.

3.7 Cancellation of Contract: The following conditions will result in the cancellation of this contract:

3.7.1 This contract may be canceled, by either party, within sixty days of a written notice.

3.7.2 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.

3.8 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.

3.9 Prices should be F.O.B. City of Laredo office locations. Inside delivery is required.

5 4.0 Term of Contract

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 one additional (2) years period 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.

4.1 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.

6 5.0 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 section to primary and secondary vendors and to the lowest responsive responsible bidder whose bid price and others factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. Bidder must bid on complete section.

5.1 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.

7 6.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are 2/3 working days from date of order.

Item Attributes

1. Bidder's business

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

8 am to 5 pm Monday - Friday. 8 am to 12:00pm Saturday Closed Sunday

8 **Package Header**

SECTION I WATER FOUNTAINS

Total:

Package Items

8.1 Wall Mount WM8A Halsey Taylor

Quantity: 2 UOM: EA Price: Total:

8.2 Wall Mount HAC8FS Halsey Taylor

Quantity: 2 UOM: EA Price: Total:

8.3 Elkay Fountain EZSTL8C

Quantity: 2 UOM: EA Price: Total:

8.4 ElKay Fountain EZS8LQuantity: 2 UOM: EA Price: Total: **8.5 ElKay Fountain EWA-8 Level ADA**Quantity: 2 UOM: EA Price: Total: **8.6 Haws 1435 3 Bubblers Fountain**Quantity: 2 UOM: EA Price: Total: **8.7 Haws 1430 Cast Iron 2 Bubblers Fountain**Quantity: 2 UOM: EA Price: Total: **8.8 Haws 3202 Steel S 2364**Quantity: 2 UOM: EA Price: Total: **9 Package Header**

SECTION II WATER HEATERS

Total: **Package Items****9.1 Rheem 120 gal. 36 kw, 240v, 3 ph. Model ES120-36G**Quantity: 2 UOM: EA Price: Total: **9.2 Rheem 85 gal., 36kw, 240v, 3 ph. Model ES85-36G**Quantity: 2 UOM: EA Price: Total: **9.3 Lo-Boy 2.5 gal. Electric**Quantity: 3 UOM: EA Price: Total: **9.4 Lo-Boy 6 gal. Electric**Quantity: 3 UOM: EA Price: Total: **9.5 10 gallon Electric**Quantity: 3 UOM: EA Price: Total: **9.6 20 gallon Electric**Quantity: 3 UOM: EA Price: Total: **9.7 30 gallon Electric**Quantity: 10 UOM: EA Price: Total: **9.8 40 gallon Electric**Quantity: 10 UOM: EA Price: Total: **9.9 50 gallon Electric**Quantity: 5 UOM: EA Price: Total: **9.10 30 gallon Gas**Quantity: 10 UOM: EA Price: Total: **9.11 40 gallon Gas**Quantity: 5 UOM: EA Price: Total:

9.12 50 gallon Gas

Quantity: 3 UOM: EA Price: Total:

10

Package Header

SECTION III BATHROOM SUPPLIES

Total:

Package Items

10.1 White Tank 1.28 4438

Quantity: 30 UOM: EA Price: Total:

10.2 White Elongated Bowl 4325

Quantity: 30 UOM: EA Price: Total:

10.3 Toilet Seat Open Front White

Quantity: 10 UOM: EA Price: Total:

10.4 High Efficiency Toilet 1.5 gal. white elongated complete.

Quantity: 25 UOM: EA Price: Total:

10.5 White Elongated Bowl 3251A101.020

Quantity: 25 UOM: EA Price: Total:

10.6 White Cadet Tank 4192A.104.020

Quantity: 25 UOM: EA Price: Total:

10.7

White Cadet Bowl 16- 1/8" # 3068.001.020

Quantity: 25 UOM: EA Price: Total:

10.8 All Brook Urinal 6550.001.020

Quantity: 10 UOM: EA Price: Total:

10.9 AF Wall MT Back Flush # 2257.001.020

Quantity: 5 UOM: EA Price: Total:

10.10 White handicap bowl #2234.001.020

Quantity: 5 UOM: EA Price: Total:

10.11 Lav/Sink Connectors Hose 20" SS

Quantity: 50 UOM: EA Price: Total:

10.12 Fluid Master valve 400A

Quantity: 10 UOM: EA Price: Total:

10.13 Bras Grid Strainer PO Plug 35072

Quantity: 50 UOM: EA Price: Total:

10.14 Plastic Bath Waste & Over flow assembly pvc # 35213

Quantity: 50 UOM: EA Price: Total:

10.15 Kitchen Sink Supply Line vinyl 3/8" c x 1/2 ips x 20" # 28320

Quantity: 50 UOM: EA Price: Total:

10.16 Toilet Supply Line 7/8"bc x 3/8" c x 12"1 # 29412Quantity: 50 UOM: EA Price: Total: **10.17 Laundry Faucets male**Quantity: 25 UOM: EA Price: Total: **10.18 Laundry Faucets Female**Quantity: 25 UOM: EA Price: Total: **10.19 Water Heater Supply Lines set 3/4"**Quantity: 10 UOM: EA Price: Total: 1
1**Package Header**

SECTION IV PLUMBING SUPPLIES PVC ITEMS

Total: **Package Items****11.1 Caps sch. 40 3"**Quantity: 100 UOM: EA Price: Total: **11.2 Caps sch. 40 2"**Quantity: 100 UOM: EA Price: Total: **11.3 Caps sch. 40 2 1/2"**Quantity: 100 UOM: EA Price: Total: **11.4 Caps sch 40 2"**Quantity: 100 UOM: EA Price: Total: **11.5 Caps sch 40 1"**Quantity: 100 UOM: EA Price: Total: **11.6 4" Combination wye dwv**Quantity: 50 UOM: EA Price: Total: **11.7**

4" Wye dwv

Quantity: 50 UOM: EA Price: Total: **11.8 4" Coupling dwv**Quantity: 50 UOM: EA Price: Total: **11.9 6" x 4" Combination wye dwv**Quantity: 50 UOM: EA Price: Total: **11.10 6" x 4" PVC bushing dwv**Quantity: 50 UOM: EA Price: Total: **11.11 4" Male adapter dwv**Quantity: 100 UOM: EA Price: Total: **11.12 2" Male adapter dwv sch. 40 pressure**Quantity: 100 UOM: EA Price: Total:

11.13 3" Male adapter sch. 40 pressureQuantity: 100 UOM: EAPrice: Total: **11.14 Cap Slips 1 / 2 "**Quantity: 150 UOM: EAPrice: Total: **11.15 3" x 2" Bushing sch. 40**Quantity: 25 UOM: EAPrice: Total: **11.16 3" x 2 1/2 " Bushing sch. 40**Quantity: 25 UOM: EAPrice: Total: **11.17 4" Male adapter sch. 40 pressure**Quantity: 25 UOM: EAPrice: Total: **11.18 3" Female adapters sch. 40**Quantity: 25 UOM: EAPrice: Total: **11.19 2" Male adapter dwv sch. 40**Quantity: 25 UOM: EAPrice: Total: **11.20 Tees sch. 40 3"**Quantity: 100 UOM: EAPrice: Total: **11.21 Tees sch. 40 2 1/2"**Quantity: 100 UOM: EAPrice: Total: **11.22 Tees sch. 40 2"**Quantity: 100 UOM: EAPrice: Total: **11.23 Tees sch. 40 1 1/2"**Quantity: 100 UOM: EAPrice: Total: **11.24 Tees sch. 40 1 1/4"**Quantity: 100 UOM: EAPrice: Total: **11.25 Tees sch. 40 1"**Quantity: 100 UOM: EAPrice: Total: **11.26 Tees sch. 40 3/4"**Quantity: 100 UOM: EAPrice: Total: **11.27 Tees sch. 40 1/2"**Quantity: 100 UOM: EAPrice: Total: **11.28 Couplings sch. 40 3"**Quantity: 100 UOM: EAPrice: Total: **11.29 Couplings sch. 40 2 1/2"**Quantity: 100 UOM: EAPrice: Total: **11.30 Couplings sc h. 40 2"**Quantity: 100 UOM: EAPrice: Total: **11.31 Couplings sch. 40 1 1/2"**Quantity: 100 UOM: EAPrice: Total:

11.32 Couplings sch. 40 1"Quantity: 100 UOM: EA Price: Total: **11.33 Couplings sch. 40 3/4"**Quantity: 100 UOM: EA Price: Total: **11.34 Couplings sch. 40 1/2"**Quantity: 100 UOM: EA Price: Total: **11.35 Ells 90 degrees slip 3"**Quantity: 100 UOM: EA Price: Total: **11.36 Ells 90 degrees slip 2 1/2"**Quantity: 100 UOM: EA Price: Total: **11.37 Ells 90 degrees slip 2"**Quantity: 100 UOM: EA Price: Total: **11.38 Ells 90 degrees slip 1 1/2"**Quantity: 100 UOM: EA Price: Total: **11.39 Ells 90 degrees slip 1"**Quantity: 100 UOM: EA Price: Total: **11.40 Ells 90 degrees slip 1 1/4"**Quantity: 100 UOM: EA Price: Total: **11.41 Ells 90 degrees slip 3/4"**Quantity: 100 UOM: EA Price: Total: **11.42 Ells 90 degrees slip 1/2"**Quantity: 100 UOM: EA Price: Total: **11.43 Cap Slips 3"**Quantity: 150 UOM: EA Price: Total: **11.44 Cap Slips 2 1/2"**Quantity: 150 UOM: EA Price: Total: **11.45 Cap Slips 2"**Quantity: 150 UOM: EA Price: Total: **11.46 Cap Slips 1 1/2"**Quantity: 150 UOM: EA Price: Total: **11.47 Cap Slips 1 3/4"**Quantity: 150 UOM: EA Price: Total: Supplier Notes: **11.48 Cap Slips 1"**Quantity: 150 UOM: EA Price: Total: **11.49 Cap Slips 3/4 "**Quantity: 150 UOM: EA Price: Total: **11.50 Male Adapters 3"**Quantity: 150 UOM: EA Price: Total:

11.51	Male Adapters 2 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1.79"/>	Total: <input type="text" value="\$268.50"/>
11.52	Male Adapters 2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.61"/>	Total: <input type="text" value="\$91.50"/>
11.53	Male Adapters 1 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.45"/>	Total: <input type="text" value="\$67.50"/>
11.54	Male Adapters 1 1/4"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.35"/>	Total: <input type="text" value="\$52.50"/>
11.55	Male Adapters 1"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.29"/>	Total: <input type="text" value="\$43.50"/>
11.56	Male Adapters 3/4"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.18"/>	Total: <input type="text" value="\$27.00"/>
11.57	Male Adapters 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.16"/>	Total: <input type="text" value="\$24.00"/>
11.58	Female Adapters 3"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$2.03"/>	Total: <input type="text" value="\$304.50"/>
11.59	Female Adapters 2 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1.56"/>	Total: <input type="text" value="\$234.00"/>
11.60	Female Adapters 2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.62"/>	Total: <input type="text" value="\$93.00"/>
11.61	Female Adapters 1 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.45"/>	Total: <input type="text" value="\$67.50"/>
11.62	Female Adapters 1 1/4"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.41"/>	Total: <input type="text" value="\$61.50"/>
11.63	Female Adapters 1 "	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.26"/>	Total: <input type="text" value="\$39.00"/>
11.64	Female Adapters 3/4"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.22"/>	Total: <input type="text" value="\$33.00"/>
11.65	Female Adapters 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.19"/>	Total: <input type="text" value="\$28.50"/>
11.66	Bushing Slips 3/4" x 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.18"/>	Total: <input type="text" value="\$27.00"/>
11.67	Bushing Slips 1 x 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.31"/>	Total: <input type="text" value="\$46.50"/>
11.68	Bushing Slips 1" x 3/4"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.31"/>	Total: <input type="text" value="\$46.50"/>
11.69	Bushing Slips 2" x 1 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.68"/>	Total: <input type="text" value="\$102.00"/>

11.70	Bushing Slips 2" x 3/4"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.68"/>	Total: <input type="text" value="\$102.00"/>
11.71	Bushing Slips 2" x 1"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.68"/>	Total: <input type="text" value="\$102.00"/>
11.72	Bushing Slips 2' x 3"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$1.64"/>	Total: <input type="text" value="\$246.00"/>
11.73	Dressing Coupling 3"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$18.69"/>	Total: <input type="text" value="\$2,803.50"/>
11.74	Dressing Coupling 2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$7.56"/>	Total: <input type="text" value="\$1,134.00"/>
11.75	Dressing Coupling 1 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$5.85"/>	Total: <input type="text" value="\$877.50"/>
11.76	Dressing Coupling 1 1/4"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$5.69"/>	Total: <input type="text" value="\$853.50"/>
11.77	Dressing Coupling 1"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$3.63"/>	Total: <input type="text" value="\$544.50"/>
11.78	Dressing Coupling 3/4"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$2.84"/>	Total: <input type="text" value="\$426.00"/>
11.79	Dressing Coupling 1/2"	Quantity: <u>150</u> UOM: <u>EA</u>	Price: <input type="text" value="\$2.17"/>	Total: <input type="text" value="\$325.50"/>
11.80	Elbows 90 degrees, sch. 40 pressure, 3"	Quantity: <u>125</u> UOM: <u>EA</u>	Price: <input type="text" value="\$3.32"/>	Total: <input type="text" value="\$415.00"/>
11.81	Elbows 90 degrees, sch. 40 pressure, 2-1/2"	Quantity: <u>125</u> UOM: <u>EA</u>	Price: <input type="text" value="\$2.81"/>	Total: <input type="text" value="\$351.25"/>
11.82	Elbows 90 degrees, sch. 40 pressure, 2"	Quantity: <u>125</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.95"/>	Total: <input type="text" value="\$118.75"/>
11.83	Elbows 90 degrees, sch. 40 pressure, 1 1/2"	Quantity: <u>125</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.60"/>	Total: <input type="text" value="\$75.00"/>
11.84	Elbows 90 degrees sch. 40 pressure 1"	Quantity: <u>125</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.33"/>	Total: <input type="text" value="\$41.25"/>
11.85	Elbows 90 degrees sch. 40 pressure 3/4"	Quantity: <u>125</u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.19"/>	Total: <input type="text" value="\$23.75"/>

11.86

Elbows 90 degrees sch 40 pressure 1/2"

Quantity: 125 UOM: EA Price: Total:

11.87

Elbow 45 degrees 6"

Quantity: 125 UOM: EA Price: Total:

11.88

Elbow 45 degrees 5 "

Quantity: 125 UOM: EA Price: Total:

11.89

Green Cut off Nipples 3/4" x 1/2" x 6" M481101

Quantity: 125 UOM: EA Price: Total:

11.90

Valve Box 12" x 17" x 6" DFW

Quantity: 125 UOM: EA Price: Total:

11.91

Extension only no lid DFT 12" x 17" x 6" VB14B

Quantity: 125 UOM: EA Price: Total:

11.92

Box without lid DFW 12 x 17 x 12 VB12N

Quantity: 125 UOM: EA Price: Total:

11.93

Pipe 40 plain 2" x 20'

Quantity: 125 UOM: EA Price: Total:

11.94

Pipe 40 BE 2 1/2" x 20'

Quantity: 125 UOM: EA Price: Total:

11.95

Pipe 40 plain 1 1/2" x 20'

Quantity: 125 UOM: EA Price: Total:

11.96

Pipe 40 BE 1" x 20'

Quantity: 125 UOM: EA Price: Total:

11.97

Pipe 40 BE 1 1/4" x 20'

Quantity: 125 UOM: EA Price: Total:

11.98

Pipe 40 BE 3/4" x 20'

Quantity: 125 UOM: EA Price: Total:

11.99

Pipe 40 bell end 4" x 20'

Quantity: 125 UOM: EA Price: Total:

11.100

Pipe 40 bell end 3" x 20'

Quantity: 125 UOM: EA Price: Total:

11.101

Pipe 40 bell end 2" x 20'

Quantity: 125 UOM: EA Price: Total:

11.102

Pipe 40 bell end 2 1/2" x 20'

Quantity: 125 UOM: EA Price: Total:

11.103

Pipe 40 bell end 1" x 20'

Quantity: 125 UOM: EA Price: Total:

11.104

Pipe 40 bell end 1/2" x 20'

Quantity: 125 UOM: EA Price: Total:

11.105

PVC Cement Pint size HD

Quantity: 125 UOM: EA Price: Total:

11.106

PVC Cement Quart size HD

Quantity: 125 UOM: EA Price: Total:

11.107

Liquid Drain & Sewer Cleaner 32 oz.

Quantity: 150 UOM: EA Price: Total:

11.108

Pipe 40 BE 1/2" x 20'

Quantity: 125 UOM: EA Price: Total:

1
2 **Package Header**

SECTION V SPRINKLERS AND RELATED MATERIAL

Total:

Package Items

12.1 Hunter Pop Up Rotor Sprinklers PGP ADJ

Quantity: 300 UOM: EA Price: Total:

12.2 Rain Bird Rotors Sprinklers 2045A

Quantity: 300 UOM: EA Price: Total:

12.3 Rainbird Removal Tool SO 9084

Quantity: 25 UOM: EA Price: Total:

12.4 Weatermatic Solenoid Square M24QE # S07309

Quantity: 125 UOM: EA Price: Total:

12.5 Valve, Solenoid Control Weatermatic 2100 1 1/2" S08426

Quantity: 125 UOM: EA Price: Total:

12.6 Rainbird Valves 1 1/2"

Quantity: 125 UOM: EA Price: Total:

12.7

Rainbird Valves 2"

Quantity: 125 UOM: EA Price: Total:

12.8 Watermatic flow Control Valves 1 1/2"

Quantity: 125 UOM: EA Price: Total:

12.9 Watermatic flow Control Valves 2"

Quantity: 125 UOM: EA Price: Total:

12.10 Rainbird Sprayhead 4" less nozzle 1804 LN

Quantity: 150 UOM: EA Price: Total:

12.11 Multinipples cut off Green 1/2 x 6

Quantity: 125 UOM: EA Price: Total:

12.12 Multi-nipples cut off Green 3/4 x 6

Quantity: 125 UOM: EA Price: Total:

12.13 IPS auto Valve w/flow control 150 PGA

Quantity: 125 UOM: EA Price: Total:

12.14 Auto valve w/flow control 100 DVF 1 IPS

Quantity: 125 UOM: EA Price: Total:

12.15 Auto Valve W/flow control 250 SF 1 IPS

Quantity: 125 UOM: EA

Price:

Total:

12.16

Auto Valve w/flow control 216B 1 1/2 IPS

Quantity: 125 UOM: EA

Price:

Total:

12.17

Auto Valve w/flow control 150 PGA 1 1/2 IPS

Quantity: 125 UOM: EA

Price:

Total:

12.18 Auto Valve w/flow control 217B 2 IPS

Quantity: 125 UOM: EA

Price:

Total:

12.19 Auto Valve w/flow control 200 PGA 2 IPS

Quantity: 125 UOM: EA

Price:

Total:

12.20 Solenoid irritrol 24 vt.

Quantity: 125 UOM: EA

Price:

Total:

12.21 Solenoid for DV Valve A2239

Quantity: 125 UOM: EA

Price:

Total:

12.22 Solenoid weaterrnatic S07309

Quantity: 125 UOM: EA

Price:

Total:

12.23 1/2 Circle Nozzle 10H

Quantity: 125 UOM: EA

Price:

Total:

12.24 Full Circle Nozzle 10F

Quantity: 125 UOM: EA

Price:

Total:

12.25 Circle Nozzle 10 Q 1/4

Quantity: 125 UOM: EA

Price:

Total:

12.26 Circle Nozzle 12q 1/4

Quantity: 125 UOM: EA

Price:

Total:

12.27 Circle Nozzle 5q 1/4

Quantity: 125 UOM: EA

Price:

Total:

12.28 Circle Nozzle 1/2 15h

Quantity: 125 UOM: EA

Price:

Total:

12.29 Circle Nozzle 5h

Quantity: 125 UOM: EA

Price:

Total:

12.30 Circle Nozzle 12H

Quantity: 125 UOM: EA

Price:

Total:

12.31 Circle Nozzle 8h

Quantity: 125 UOM: EA

Price:

Total:

12.32 Full Circle Nozzle 12F

Quantity: 125 UOM: EA

Price:

Total:

12.33 Adjustable Rotor w/nozzle I20 hunter

Quantity: 125 UOM: EA Price: Total:

12.34 Side Strip Nozzle 9sst

Quantity: 125 UOM: EA Price: Total:

12.35 Adjustable Bubbler 1300AF

Quantity: 125 UOM: EA Price: Total:

12.36 Circle Nozzle 8q

Quantity: 125 UOM: EA Price: Total:

1
3

Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.

Item Attributes

1. APPLICABLE DISCOUNTS

PLEASE PROVIDE APPLICABLE DISCOUNTS AVAILABLE FROM YOUR COMPANY FOR ANY ITEM YOU SELL NOT LISTED IN THE PRECEDING SECTIONS. IF YOUR COMPANY OFFERS NO DISCOUNTS IN ANY PARTICULAR CATEGORY, FILL OUT 0%.

A. % OFF CATALOG PRICE: _____

B. % OFF LIST PRICE: _____

C. % OFF SHELF PRICE: _____

Response Total: \$295,659.00

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Juan J. Gomez, Parks & Leisure Department Director, Miguel A. Pecador, Purchasing Agent

SUBJECT

Consideration to renew contract FY16-060 with La Flecha Materials, Laredo, Texas, in an amount up to \$152,000.00 for the purchase of red top soil and fill dirt for the Parks & Recreation department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon availability of appropriated funds. There is a proposed price increase for this next extension period. This is the last extension period for this contract. All soils will be purchased on an as needed basis. The Parks & Recreation Department will use these soils for the maintenance of its parks. Funding is available in the Parks & Recreation General Fund Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/05/19.

BACKGROUND

This contract currently provides the Parks & Leisure Department with red top soil and fill dirt for a twelve month period. There is a proposed price increase for this next extension period. This is the last extension period for this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

Current Pricing:

	Current Pricing	Proposed Increase
Description	Unit Price/Ton	Unit Price/Ton
Red Top Soil Job Site Delivery	\$ 28.00	\$ 30.00
Fill Dirt Job Site Delivery	\$ 10.00	\$ 10.00

Trip surcharge for deliveries (20) cubic yards or less	\$ 20.00	\$ 45.00
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COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 10131155521900
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. Funding for this service is available in the Parks & Leisure Department Fund.

Attachments

Contract FY16-060



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

July 14, 2020

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

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension IV

Dear Mr. Molina,


A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the last extension period for this contract.

Commodities under contract:

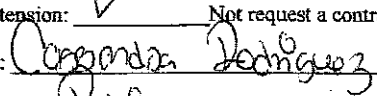
<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 30.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries 30 cu/yds or less	\$ 45.00

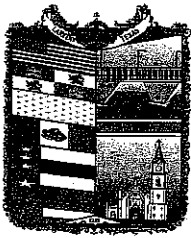
Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,


Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

La Flecha Materials	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: _____
Authorized Signature: 	_____
Print Name: Arrenda Rodriguez	_____
Date: 7-14-2020	_____



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

August 5, 2019

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

Re: FY16-060 Red Top Soil & Fill Dirt
Renewal Extension III

Dear Mr. Molina,

This is to inform you that the contract renewal for FY16-060 was approved by City Council on August 5, 2019. The term of this contract shall be for a period of one year. This is the third of four extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries (20) cu/yds or less	\$ 20.00

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: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Graciela S. Briones, Assistant Parks & Leisure Department Director,
Miguel A. Pecedor, Purchasing Agent

SUBJECT

Consideration to renew contract FY16-060 with La Flecha Materials, Laredo, Texas, in an amount up to \$152,000.00 for the purchase of red top soil and fill dirt for the Parks & Recreation Department. 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 third of four extension periods. All soils will be purchased on an as needed basis. The Parks & Recreation Department will use these soils for the maintenance of its Parks. Funding is available in the Parks & Recreation Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/6/18.

BACKGROUND

This contract currently provides the Parks & Leisure Department with red top soil and fill dirt for a twelve month period. There was no price increase during the last extension period. This is the third of four extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than 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.

Current Pricing:

Description	Unit Price/Ton
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries (6) cubic yards or less	\$ 20.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

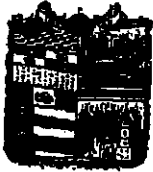
Fiscal Year: 2019
Budgeted Y/N?: Yes
Source of Funds:
Account #: 10131155521900
Change Order: Exceeds 25% Y/N:

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. Funding for this service is available in the Parks & Leisure Department Fund.

Attachments

Contract FY16-060



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

July 16, 2019

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

Attn: Enrique

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension III

Dear Mr. Molina,

A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the third of four extension periods.

Commodities under contract:

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	\$ 20.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Miguel A. Pescador for
Purchasing Agent

Xc: Purchasing File

La Flecha Materials

Request a contract extension: Not request a contract extension:

Authorized Signature: *Carolina Rodriguez*

Print Name: Carolina Rodriguez

Date: 7-16-2019

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



**City of Laredo
Purchasing Division**

LETTER OF AWARD

August 7, 2018

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

Re: FY16-060 Red Top Soil & Fill Dirt
Renewal Extension II

Dear Mr. Molina,

This is to inform you that the contract renewal for FY16-060 was approved by City Council on August 6, 2018. The term of this contract shall be for a period of one year. This is the second of four extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries (20) cu/yds or less	\$ 20.00

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

Sincerely,

Handwritten signature of Miguel A. Pescador in black ink.

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 08/06/2018

Initiated By: Ramon Chavez, Executive Director of Public Services

Staff Source: Graciela S. Briones, Assistant Parks & Leisure Department Director, Miguel A. Pecador, Purchasing Agent

SUBJECT

Consideration to renew contract FY16-060 with La Flecha Materials, Laredo, Texas, in an amount up to \$152,000.00 for the purchase of red top soil and fill dirt for the Parks & Leisure Department. 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. There was no price increase during the last extension period. 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. All soils will be purchased on an as needed basis. The Parks & Leisure Department will use these soils for the maintenance of its Parks. Funding is available in the Parks & Leisure Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 8/1/16.

BACKGROUND

This contract establishes pricing for red top soil and fill dirt used in the maintenance of the city's parks. This is the second of four extension periods. There was no price increase during the last extension period. Staff is recommending that this contract be renewed with La Flecha Materials.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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. 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.

Current Pricing:

Description	Est. Qty CU/Yd	Unit Price/Ton	Ext. Total
Red Top Soil Job Site Delivery	4,000	\$ 28.00	\$ 112,000.00
Fill Dirt Job Site Delivery	4,000	\$ 10.00	\$ 40,000.00
		Est. Annual Cost	\$ 152,000.00
Trip surcharge for deliveries (6) cubic yards or less	\$ 20.00		

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
Account #: 10131155521900
Change Order: Exceeds 25% Y/N:

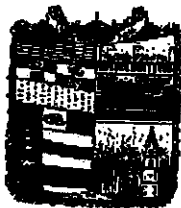
FINANCIAL IMPACT:

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. Funding for this service is available in the Parks & Leisure Department Fund.

Attachments

FY16-060 Contract



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

July 13, 2018

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

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension II

Dear Mr. Molina,

A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. 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.

Commodities under contract:

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	\$ 20.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

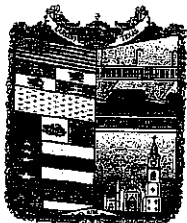
La Flecha Materials

Request a contract extension: YES Not request a contract extension: _____

Authorized Signature: *Juan Manuel Molina Jr*

Print Name: JUAN MANUEL MOLINA JR

Date: 07-16-18



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

July 13, 2018

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

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension II

Dear Mr. Molina,

A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. 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.

Commodities under contract:

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	\$ 20.00

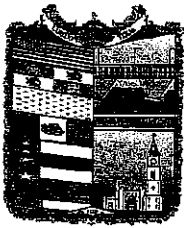
Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

La Flecha Materials
Request a contract extension: _____ Not request a contract extension: _____
Authorized Signature: _____
Print Name: _____
Date: _____



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

June 28, 2017

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

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension I

Dear Mr. Molina,

A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. 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.

Commodities under contract:

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	\$ 20.00

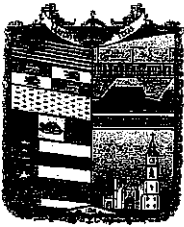
Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

La Flecha Materials
Request a contract extension: _____ Not request a contract extension: _____
Authorized Signature: _____
Print Name: _____
Date: _____



**City of Laredo
Purchasing Division**

LETTER OF AWARD

August 1, 2017

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

Re: FY16-060 Red Top Soil & Fill Dirt
Renewal Extension I

Dear Mr. Molina,

This is to inform you that the contract renewal for FY16-060 was approved by the Purchasing Agent on August 1, 2017. The term of this contract shall be for a period of one year. This is the first of four extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries (20) cu/yds or less	\$ 20.00

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

Sincerely,

Handwritten signature of Miguel A. Pescador in black ink.

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
RENEWAL NOTICE

June 28, 2017

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

Re: Red Top Soil & Fill Dirt
Contract FY16-060
Extension I

Dear Mr. Molina,

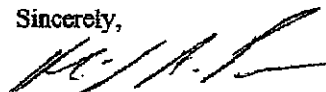
A contract for providing red top soil and fill dirt for the City was awarded to your company on 08/2/16. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Commodities under contract:

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery ²⁰	\$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	\$ 20.00

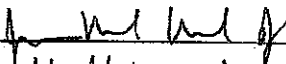
Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

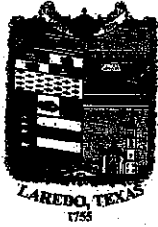


Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

La Flecha Materials
Request a contract extension: <input checked="" type="checkbox"/> Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 
Print Name: Juan M. Molina, Jr.
Date: 7/28/17

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



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

August 2, 2016

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

Re: FY16-060 Red Top Soil & Fill Dirt
Approved by City Council August 1, 2016

Dear Mr. Delle,

This is to inform you that contract FY16-060 was approved by the City Council on August 1, 2016. The term of this contract shall be for a period of one year. This contract has four extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 28.00
Fill Dirt Job Site Delivery	\$ 10.00
Trip surcharge for deliveries (6) cu/yds or less	\$ 20.00

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or caldape@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: 08/01/2016

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Osbaldo Guzman, Parks & Leisure Department Director, Miguel A. Pescador
Purchasing Agent

SUBJECT

Consideration to award contract FY16-060 to the sole bidder La Flecha Materials, Laredo, Texas, in an amount up to \$152,000.00 for the purchase of red top soil and fill dirt for the Parks & Leisure Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has four extension periods and may be extended upon mutual agreement. All soils will be purchased on an as needed basis. The Parks & Leisure Department will use these soils for the maintenance of its Parks. Funding is available in the Parks & Leisure Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one bid for awarding a contract for providing the Parks & Leisure Department with red top soil and fill dirt for a twelve month period. Staff is recommending that this contract be awarded to the sole bidder La Flecha Materials.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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 Pricing Summary

Description	Est. Qty CU/Yd	Unit Price/Ton	Ext. Total
Red Top Soil Job Site Delivery	4,000	\$ 28.00	\$ 112,000.00
Fill Dirt Job Site Delivery	4,000	\$ 10.00	\$ 40,000.00
		Est. Annual Cost	\$ 152,000.00
Trip surcharge for deliveries (6) cubic yards or less	\$ 20.00		

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2016
Budgeted Y/N?: Yes
Source of Funds:
Account #: 10131155521900
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. Funding for this service is available in the Parks & Leisure Department Fund.

Attachments

Contract FY16-060

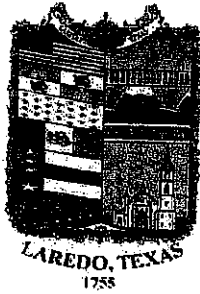
Bid Tabulation
FY16-060 Red Top Soil Fill Dirt - Parks Leisure
July 8, 2016 @ 4:00 PM

Pack Materials	
Lumber, N 7804b	
Unit Price	Ext. Total
\$ 28.00	\$ 112,000.00
\$ 10.00	\$ 40,000.00
	<u>\$ 152,000.00</u>

Section	Description	Est. Qty Cu/Yd
I	Red Top Soil Job Site Delivery	4000
II	Fill Dirt Job Site Delivery	4000

Trip surcharge for deliveries (G) cu/yds or less

\$20.00



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**RED TOP SOIL AND FILL DIRT
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 supply of red top soil and fill dirt 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 July 7, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on July 8, 2016.

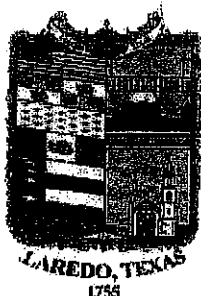
Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Red Top Soil & Fill Dirt – Various Departments
FY16-060**

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
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**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 red top soil and fill dirt 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 July 7, 2016 and all bids received will be opened and read publicly on July 8, 2016 at 4:00 PM.

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Red Top Soil & Fill Dirt – Various Departments
FY16-060**

Bids are to be mailed:

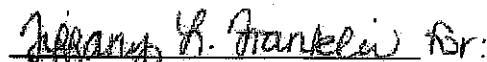
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

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 14th DAY OF JUNE 2016.


Heberto "Beto" L. Ramirez
Acting City Secretary

CITY OF LAREDO
PURCHASING DIVISION

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

CITY OF LAREDO
PURCHASING DIVISION

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. A primary and secondary vendor will be selected.
- (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.

**CITY OF LAREDO
PURCHASING DIVISION**

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

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.

**CITY OF LAREDO
PURCHASING DIVISION**

- (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.

**CITY OF LAREDO
PURCHASING DIVISION**

**Formal Invitation for Bids
Red Top Soil & Fill Dirt**

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of dirt for various City of Laredo Departments. The needs of the City shall govern the amount of services requested by the City during contract period. The City is requesting bids for the following material:

Red Top Soil Dirt
Fill Dirt

14.1 All questions for this bid shall be submitted in writing or by email no later than, June 23, 2016 to:

Enrique Aldape III, Administrative Assistant
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.

15.4 The successful vendor must comply with all the insurance requirements described in section 12.0 of these specifications.

15.5 Bid pricing must be F.O.B, no delivery charges to various City department locations. The City shall order a minimum of six (6) yards per order.

15.6 A purchase order will be issued for each City department authorized to place orders against this annual contract. The vendor must have a purchase order before making any delivery.

16.0 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

- 16.1 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.
- 16.2 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.

17.0 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. A primary and secondary vendor will be awarded this contract.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

17.1 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.

18.0 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.

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.

**CITY OF LAREDO
PURCHASING DIVISION**

19.0 Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach the secondary vendor or vendors until the primary vendor can resume or start delivering materials.

Bidder's business hours: From: 9 a.m. to 6 p.m.

Days of week: MONDAY THRU SATURDAY

20.0 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

CITY OF LAREDO
PURCHASING DIVISION

21.0 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) FLECHA MATERIALS, INC.

Signature Juan Molina Jr Date 06-28-16
of person authorized to sign bid

Print Name JUAN MANUEL MOLINA JR.
of person authorized to sign bid

Title: PRESIDENT

Business Address: 5799 HWY 359

City, State, Zip Code: LAREDO, TEXAS 78043

Telephone Number: (956) 725-3739 Fax Number: (956) 796-0612

Contact Person Email Address: leonie.molina@AOL.COM

Federal Tax ID Number: 20-2141404

Bidders Principal/Corporate Place of Business Address: 5799 HWY 359 LAREDO, TX 78046

Indicated Status of Business:

Corporation Partnership Sole Proprietorship Other:

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

CITY OF LAREDO
PURCHASING DIVISION

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 _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

23.0 Tab B Price Schedule

Section	Description	Est. Qty.	Unit Price/CYD	Extended Total
I	Red Top Soil Job Site Delivery	4,000 cubic yards/year	\$ 28.00	\$ 112,000. ⁰⁰
II	Fill Dirt Job Site Delivery	4,000 cubic yards/year	\$ 10.00	\$ 40,000. ⁰⁰
			Grand Total	\$ 152,000. ⁰⁰

Trip surcharge for deliveries of six (6) cubic yards or less \$ 20.00

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

Contractors Hours of Operation

Bidder's business hours: From: 7 a.m. to 6 p.m.

Days of week: MONDAY THRU SATURDAY

Company Name: FLECHA MATERIALS, INC.

Owner/President Name: JUAN MANUEL MOLINA JR

Company Address: 5799 HWY 359 LAREDO, TX 78046

City, State, Zip Code: LAREDO, TEXAS 78046

Company Authorized Representative's Signature: Juan Molina Jr

Company Representative's Name: JUAN MANUEL MOLINA JR.

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

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

JUAN MANUEL MOLINA JR.
Name

[Signature]
Signature

06-28-16
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

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

CITY OF LAREDO
PURCHASING DIVISION

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 Man Manuel Molina Jr.
(a Partner of officer of the firm of, etc.)

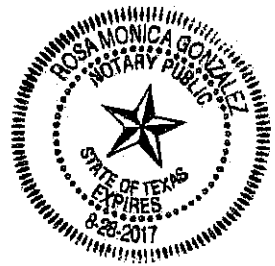
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, 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.

Man Manuel Molina Jr.
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

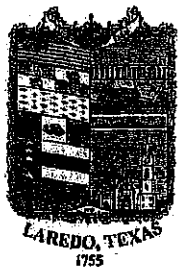
Subscribed and sworn before me this 27th day of June 2016.

Rosa Monica Gonzalez
Notary Public

My commission expires:
8-28-17



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 New Submission or Correction or Update to previous submission.

1. Name of person submitting this disclosure form.
First: JUAN M.I. M Last: MOLINA Suffix: JR.

2. Contract Information.
a) Contract or project name: BID FY 16 - 060
b) Originating department: CITY OF LAREDO PURCHASING DIVISION

3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).
FLECHA MATERIALS, INC.

4. List any business entities (partner, parent, or subsidiary business entities) of the individual (or entity) listed in Q.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:

**CITY OF LAREDO
PURCHASING DIVISION**

***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 2.01 of 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.

CITY OF LAREDO
PURCHASING DIVISION

***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: JUAN MANUEL MOLINA Title: PRESIDENT

Company Name or DBA: FLECHA MATERIALS, INC. Date: 10-29-16

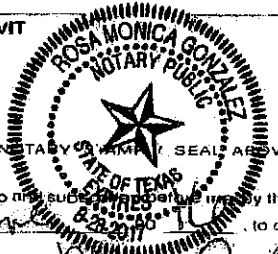

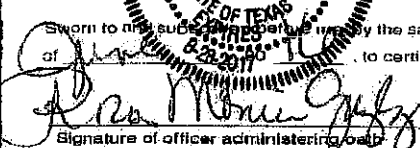
Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

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. FLECHA MATERIALS, INC. LAREDO, TX 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. FY 16 - 060			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>			
6 AFFIDAVIT 		I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.	
AFFIX NOTARY'S SEAL ABOVE Sworn to and subscribed before me by the said <u>Juan Manuel Molina Jr.</u> this the <u>27th</u> day of <u>June</u> , 2016, to certify which, witness my hand and seal of office,		 Signature of authorized agent of contracting business entity	
 Signature of officer administering oath		<u>Rosa Monica Gonzalez</u> Notary Public Printed name of officer administering oath Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

**CITY OF LAREDO
PURCHASING DIVISION**

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 July 7, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on July 8, 2016.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Red Top Soil & Fill Dirt - Various Departments
FY16-060**

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

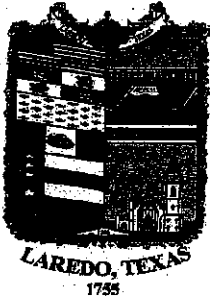
*Alucha Natividad, Inc.
1719 Guadalupe St. PMB008
Laredo, Texas 78043*

#1

*City of Laredo - City Secretary
40 Blocks "Bolo" L. Ramirez
City Hall - Third Floor
1116 Newstom
Laredo, Texas 78040*

RECEIVED
2016 JAN 29 PM 2 29

Bid: FY16-060



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**RED TOP SOIL AND FILL DIRT
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 supply of red top soil and fill dirt 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 July 7, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on July 8, 2016.

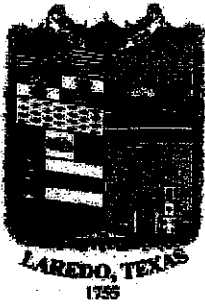
Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Red Top Soil & Fill Dirt – Various Departments
FY16-060**

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
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**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 red top soil and fill dirt 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 July 7, 2016 and all bids received will be opened and read publicly on July 8, 2016 at 4:00 P.M.

Bids are to be submitted in a sealed envelope clearly marked:


**BID: Red Top Soil & Fill Dirt – Various Departments
FY16-060**

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:
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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 14th DAY OF JUNE 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.

CITY OF LAREDO
PURCHASING DIVISION

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. A primary and secondary vendor will be selected.
- (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.

CITY OF LAREDO
PURCHASING DIVISION

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

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.

**CITY OF LAREDO
PURCHASING DIVISION**

- (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.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Red Top Soil & Fill Dirt

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of dirt for various City of Laredo Departments. The needs of the City shall govern the amount of services requested by the City during contract period. The City is requesting bids for the following material:

Red Top Soil Dirt
Fill Dirt

- 14.1 All questions for this bid shall be submitted in writing or by email no later than, June 23, 2016 to:

Enrique Aldape III, Administrative Assistant
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.
- 15.4 The successful vendor must comply with all the insurance requirements described in section 12.0 of these specifications.
- 15.5 Bid pricing must be F.O.B, no delivery charges to various City department locations. The City shall order a minimum of six (6) yards per order.
- 15.6 A purchase order will be issued for each City department authorized to place orders against this annual contract. The vendor must have a purchase order before making any delivery.

16.0 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

- 16.1 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.
- 16.2 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.

17.0 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. A primary and secondary vendor will be awarded this contract.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

17.1 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.

18.0 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.

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.

**CITY OF LAREDO
PURCHASING DIVISION**

- 19.0** Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach the secondary vendor or vendors until the primary vendor can resume or start delivering materials.

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

20.0 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

CITY OF LAREDO
PURCHASING DIVISION

21.0 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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:
Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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 _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

23.0 Tab B Price Schedule

Section	Description	Est. Qty.	Unit Price/CYD	Extended Total
I	Red Top Soil Job Site Delivery	4,000 cubic yards/year	\$	\$
II	Fill Dirt Job Site Delivery	4,000 cubic yards/year	\$	\$
			Grand Total	\$

Trip surcharge for deliveries of six (6) cubic yards or less \$ _____

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

Contractors Hours of Operation

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

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."

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

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

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

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

25.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____

(a Partner of officer of the firm of, etc.)

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

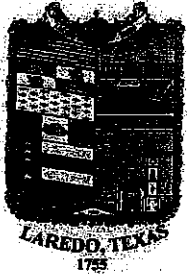
Signature of:

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

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:



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 the 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) holding a contract with the city (if separate to the contract):

4. List any business entity(ies) that is/are 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 individual(s) 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 attorney, lobbyist(s), 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: _____

CITY OF LAREDO
PURCHASING DIVISION

***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 2.01 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 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.

**CITY OF LAREDO
PURCHASING DIVISION**

***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

**CITY OF LAREDO
PURCHASING DIVISION**

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.			
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. <input type="checkbox"/>			
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

CITY OF LAREDO
PURCHASING DIVISION

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 **July 7, 2016**; and all bids received will be opened and read publicly at **4:00 PM** at the **Office of the City Secretary on July 8, 2016**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Red Top Soil & Fill Dirt - Various Departments
FY16-060**

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

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudio Treviño, Jr., Chief of Police

SUBJECT

2020-R-103 Authorizing the City Manager to renew three (3) individual Memorandum of Understandings (MOU) between the City of Laredo Police Department and:

1. Laredo Job Corps Center,
2. Texas Department of Public Safety Crime Records Services License Plate Reader, and
3. Texas Department of Public Safety TCIC Stolen License Plate and TCIC Stolen Vehicle Information.

The Police Department's participation is part of the community service provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

City Council approved Resolution # 2019-R-100 on August 5, 2019.

BACKGROUND

1.) The Laredo Job Corps Center is a federally funded program under the U.S. Department of Labor and is under concurrent federal and state jurisdiction in respect to the enforcement of criminal law, which has been established under Job Corps Policy Requirements Handbook Chapter 10 (Facilities) Security and Related Subjects.

2.) Texas Department of Public Safety Crime Records Services License Plate Reader User Agreement will allow the Laredo Police Department access to the Texas Automated License Plate Reader (LPR) database administered by the Texas Public Safety (TXDPS). The database consists of shared data from all participating local, state, and federal agencies, as well as TXDPS captured data of information associated with a license plate captured by an LPR.

3.) Texas Department of Public Safety, Texas Crime Information Center (TCIC) Stolen License Plate and TCIC Stolen Vehicle Information agreement will allow the Laredo

Police Department access to vehicle license plate information file exported from the Texas Crime Information Center (TCIC) which is a real-time file.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: N/A
Source of Funds: N/A
Account #: N/A
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

No Financial Impact.

Attachments

Resolution #2020-R-103
Laredo Job Corps MOU
DPS license plate reader agreement
TCIC stolen license plate/stolen vehicle agreement

COUNCIL COMMUNICATION

DATE: 7/27/2020	SUBJECT: RESOLUTION #2020-R-103 Authorizing the City Manager to renew three (3) individual Memorandum of Understanding (MOU) between the City of Laredo Police Department and the 1.) Laredo Job Corps Center, 2.) Texas Department of Public Safety Crime Records Services License Plate Reader, and 3.) Texas Department of Public Safety TCIC Stolen License Plate and TCIC Stolen Vehicle Information. The Police Department's participation is part of the community service provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo.
INITIATED BY: Robert A. Eads City Manager	STAFF SOURCE: Claudio Treviño, Jr. Chief of Police
PREVIOUS COUNCIL ACTION: City Council approved Resolution # 2019-R-100 on August 5, 2019.	
BACKGROUND: 1.) The Laredo Job Corps Center is a federally funded program under the U.S. Department of Labor and is under concurrent federal and state jurisdiction in respect to the enforcement of criminal law, which has been established under Job Corps Policy Requirements Handbook Chapter 10 (Facilities) Security and Related Subjects. 2.) Texas Department of Public Safety Crime Records Services License Plate Reader User Agreement will allow the Laredo Police Department access to the Texas Automated License Plate Reader (LPR) database administered by the Texas Public Safety (TXDPS). The database consists of shared data from all participating local, state, and federal agencies, as well as TXDPS captured data of information associated with a license plate captured by an LPR. 3.) Texas Department of Public Safety, Texas Crime Information Center (TCIC) Stolen License Plate and TCIC Stolen Vehicle Information agreement will allow the Laredo Police Department access to vehicle license plate information file exported from the Texas Crime Information Center (TCIC) which is a real-time file.	
FINANCIAL IMPACT: N/A	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Recommends the approval of this Resolution.

RESOLUTION #2020-R-103

Authorizing the City Manager to renew three (3) individual Memorandum of Understanding (MOU) between the City of Laredo Police Department and the 1.) Laredo Job Corps Center, 2.) Texas Department of Public Safety Crime Records Services License Plate Reader, and 3.) Texas Department of Public Safety TCIC Stolen License Plate and TCIC Stolen Vehicle Information. The Police Department’s participation is part of the community service provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo.

Whereas, the Laredo Police Department agrees to work in conjunction with these agencies; and

Whereas, the City of Laredo Police Department will assist law enforcement agencies on an as need basis.

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

SECTION 1: Authorizing the City Manager to renew three (3) individual Memorandum of Understanding (MOU) between the City of Laredo Police Department and the 1.) Laredo Job Corps Center, 2.) Texas Department of Public Safety Crime Records Services License Plate Reader, and 3.) Texas Department of Public Safety TCIC Stolen License Plate and TCIC Stolen Vehicle Information. The Police Department’s participation is part of the community service provided to our citizens and our partner law enforcement agencies with no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA LAUREL HALE
ACTING CITY ATTORNEY

BY: _____
ALYSSA J. CASTILLON
ASSISTANT CITY ATTORNEY



LAREDO JOB CORPS CENTER

P. O. BOX 1819 – 1701 ISLAND ST. – LAREDO, TX 78044-1819 – (956) 727-5147 – FAX (956) 727-1937

MEMORANDUM OF UNDERSTANDING
AGREEMENT
BETWEEN

THE LAREDO POLICE DEPARTMENT
AND

THE LAREDO JOB CORPS CENTER
RELATING TO CAMPUS LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered on the 1st day of June, 2020, by and between the Laredo Police Department and the Laredo Job Corps Center witnessed that:

WHEREAS, the parties have determined that as entities which have certain responsibilities for the safety of the staff, students and visitors of the campus, and the citizens of Webb County, and that the common good would be served by an Agreement the parties outlining responsibilities with respect to the buildings and grounds located at the Laredo Job Corps Center.

NOW, THEREFORE, the parties agree as follows:

I. PARTIES

The parties to this Agreement are the Laredo Police Department and the Laredo Job Corps Center.

II. PURPOSE

The Laredo Police Department and the Laredo Job Corps Center have certain responsibilities for the safety of staff, students and visitors of the Laredo Job Corps Center. They recognize that cooperative and effective interaction is imperative to the successful accomplishment of their collaborative mission. This Agreement serves as an operational framework for their ongoing and cooperative public safety efforts.

III. THE CAMPUS

The campus is generally defined as property owned, leased, or used by the Laredo Job Corps Center in furtherance of its educational purpose located on 1701 Laredo Street, Laredo, Texas 78041.

IV. THE LAREDO POLICE DEPARTMENT RESPONSIBILITIES

The Laredo Police Department agrees to:

1. Respond to call for service in both emergency and non-emergency situations including situations of missing minors as stated in the National Child Search Assistance Act of 1990. This Act requires each Federal, State, and Local law enforcement agency to enter each case of a missing child under the age of 18 into the National Crime Information Center (NCIC). The Federal Bureau of



An OML Company

Operated for the U.S. Department of Labor, ETA, by Career Systems Development Corporation

Investigation's NCIC telephone contact numbers is (304) 625-2000.
The requirements of Act, as stated in the Congressional Record dated 11/02/1990,

indicate that "each state reporting under the provisions of this Act shall:

Ensure that no law enforcement agency within the state establishes or maintains any policy that requires the observance of any waiting period before accepting missing child or unidentified person report."

2. Investigate all crimes reported to have occurred on the Center or crime against government property.
3. Take custody of weapons or illegal substances that are confiscated by center Safety personnel.
4. Provide training to Center Staff in regards to public safety and gang recognition to include, the wearing of gang clothing, colors; using signs or handshakes associated with known gangs identified by law enforcement; using gang names or displaying gang symbols or slogans.
5. Provide training to center staff and students in regards to the active shooter emergency plan created by the center with the support of law enforcement.
6. Participate and observe center practice drills to ensure the effectiveness of the active shooter center plan.
7. Upon discovery of an active shooter situation, as soon as it is safe to do so, law enforcement (911) will be called and advised there is an Active Shooter event in progress. Safety and Security Officers and/or the person in charge must be prepared to meet and guide law enforcement officers if possible. The goal of law enforcement is to locate, isolate, and neutralize the shooter as quickly as possible to prevent additional deaths or injuries.
8. Continue to follow COVID19 regulations and abide by all CDC and center requirements.

V. LAREDO JOB CORPS CENTER RESPONSIBILITIES

Laredo Job Corps Center agrees to:

1. Provide full cooperation with request for information made by authorized representatives of the Laredo Police Department when not prohibited by law.
2. Provide proactive security services to the Laredo Job Corps Center buildings and surrounding grounds to deter criminal activity. All suspicious acts will be referred to the proper authority.
3. Provide access to all facilities on the Laredo Job Corps Center for the Laredo Police Department when requested to deter and at a time does not interfere with student education and training.
4. Provide floor plans of all the buildings on the Laredo Job Corps Center campus.
5. Search and Seizure: Laredo Job Corps Center shall not conduct strip searches of students. If the Center Director believes a strip search of a student is necessary,

local law enforcement authorities must be contacted and requested to perform the search. Searches for evidence of crime may be conducted for evidence in criminal prosecution. These must always be done by a law enforcement officer with a search warrant, except when delay would endanger the physical well-being of the students.

6. Disposal of Unauthorized Good

Laredo Job Corps Center shall dispose of unauthorized good; i.e., prohibited items/drugs/drug paraphernalia, as follows:

Once a prohibited item, drugs, drug paraphernalia is seized, Safety personnel will notify the Laredo Police Department within the hour of confiscation. The seized item(s) will be released to the Laredo Police Department in the form of a receipt. This receipt will include time, date and Laredo Police Officer taking custody of seized item(s).

7. Unauthorized Absences

If the investigation fails to identify the missing minor or adult student's location, the Laredo Job Corps Center shall contact the Laredo Police Department and adhere to their guidelines for reporting of missing persons.

8. Sexual Assaults

All sexual assaults will be reported to law enforcement authorities as required by state and local laws, and to Job Corps administration as significant incidents.

SPECIAL EVENTS

From time to time large events are planned on the Laredo Job Corps Center campus to include visits from Elected Officials and other dignitaries that may have an impact on greater Laredo Community. The Laredo Job Corps Center will provide timely communication and information in advance of planned events to ensure that the event is appropriately staffed and public safety is ensured. The Laredo Job Corps Center Safety Department Manager or Center Director will contact the Laredo Police Department as early as practical to initiate the planning process.

1. CALL FOR SERVICE

The Laredo Police Department shall be summoned for assistance by calling (956) 795-2800 for non-emergency calls.

Requests directed to the Laredo Job Corps Center shall be directed to the Safety Department Manager at (956) 267-3870 or the Center Director's office at (956) 727-5147 ext. 164-1786.

2. SEVERABILITY

If any provisions of this Agreement shall be deemed invalid by court of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.

3. ANNUAL REVIEW

This Agreement shall be reviewed annually by the involved parties during the month of August. Changes may be made at time by mutual Agreement of the Laredo Job Corps Center and the Laredo Police Department designee.


4. TERMS OF AGREEMENT

This Agreement remains in effect indefinitely upon execution by both parties. Either party may terminate this Agreement upon 30 day written notice to other.

5. DUPLICATE ORIGINALS

This Agreement is executed in two counterparts, each one of which shall be deemed an original for each party.

IN WITNESS WHEREOF, the parties have set their hand sand date heretofore set forth.



David Gutierrez, Center Director
Laredo Job Corps Center

City of Laredo Police Department
Claudio Trevino, Jr.
Chief of Police

City of Laredo
Robert A. Eads
City Manager

TEXAS DEPARTMENT OF PUBLIC SAFETY

CRIME RECORDS SERVICES

LICENSE PLATE READER (LPR) USER AGREEMENT

This document constitutes a User Agreement which sets forth the duties and responsibilities of the User Agency in order to gain access to the Texas Automated License Plate Reader (LPR) Database administered by the Texas Department of Public Safety (TXDPS). The User Agency shall be a criminal justice or law enforcement agency.

USER AGENCY: _____

ADDRESS: _____

The LPR Database shall consist of shared data from all participating local, state, and federal agencies, as well as TXDPS captured data, of the following information associated with a license plate captured by an LPR: license plate numbers; latitude and longitude coordinates indicating where the plate was captured; date/time of the capture; and Originating Agency Identifier (ORI) information of the agency capturing the information. The LPR Database shall be maintained, operated, and managed by TXDPS on a 24 hour, 7 days a week, 365 days a year basis.

A. USER AGENCY RESPONSIBILITIES

1. The User Agency may only access and use LPR information for official criminal justice purposes. LPR information shall not be accessed or used for any other purpose.
2. The User Agency shall allow TXDPS to share the User Agency's data contributed to the LPR Database with other authorized criminal justice or law enforcement agencies.
3. The User Agency shall provide its own internet connectivity and maintenance which meets Criminal Justice Information Services (CJIS) Security Policy requirements.
4. The User Agency shall retain sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to the LPR Database.
5. The User Agency shall, at will and at any time, update, correct, or delete the information that it contributes to the LPR Database.
6. The User Agency has the sole responsibility to ensure that the information it contributes to the LPR Database was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency.
7. The User Agency has sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into the LPR Database, including but not limited to the federal Driver's Privacy Protection Act (18 U.S.C. §2721 et seq.) and the Texas Motor Vehicle Records Disclosure Act (Tex. Transp. Code Ch. 730).
8. The User Agency shall duly report to TXDPS, in writing, any instance in which LPR information is used in an unauthorized manner. Such notice shall be provided immediately, but no later than three (3) calendar days of when the User Agency first learned of the unauthorized use.
9. The User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy, upon entry and continuing thereafter, of information that it contributes to the LPR Database.
10. The User Agency is solely responsible for the actions or omissions of its employees and officers.
11. The User Agency shall permit access to the LPR Database only to individual users who meet standard Texas Law Enforcement Telecommunications System (TLETS) credentials.

B. GENERAL TERMS

1. TXDPS shall notify the User Agency if it receives a challenge to or reasonable question about the accuracy of the information submitted by the User Agency in the LPR Database.
2. The minimum retention period for information to remain in the LPR Database shall be three (3) years, unless the User Agency indicates to TXDPS that a shorter retention period is required.
3. TXDPS will provide system training to the LPR Database users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability shall be incurred by TXDPS by virtue of this User Agreement beyond monies available to it for the purpose of fulfilling this User Agreement.
4. TXDPS reserves the right to immediately suspend service to the User Agency or an individual user when applicable policies are violated. Service may be reinstated, in TXDPS' sole discretion, upon receipt of satisfactory assurance that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency.
5. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine the User Agency's compliance with standards and requirements associated with TLETS, Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC), and of this User Agreement throughout the term and for a period of four (4) years after the termination of this User Agreement. The User Agency shall maintain records regarding the use and dissemination of information in the LPR Database and shall provide such records to TXDPS immediately upon its request.
6. Any waiver of any breach or default of this User Agreement by TXDPS shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

C. DURATION AND TERMINATION

1. This User Agreement is effective upon the date it is signed by the User Agency and shall remain in effect until terminated by TXDPS or the User Agency.
2. This User Agreement may be terminated at any time upon the mutual written consent of TXDPS and the User Agency.
3. TXDPS or the User Agency may terminate this User Agreement for convenience upon thirty (30) calendar days written notice to the other party.
4. TXDPS may terminate this User Agreement if the User Agency fails to comply with any provision of this User Agreement or is otherwise in default by providing written notice to terminate, which termination shall become effective immediately upon the User Agency's receipt of the notice.
5. In no event will termination by TXDPS give rise to any liability whatsoever on the part of TXDPS.
6. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information by the User Agency as described in this User Agreement shall survive any termination.

D. NOTICES AND CONTACTS

The User Agency shall direct all correspondence to TXDPS regarding this User Agreement to the following address:

Texas Department of Public Safety
Law Enforcement Support Division
Attention: TCIC Control Room
P.O. Box 4143
Austin, Texas 78765-4134
Email: TCIC.Operations@dps.texas.gov

TXDPS shall direct all correspondence to the User Agency regarding this User Agreement to the following address and contact person designated by the User Agency. The User Agency shall notify TXDPS within ten (10) calendar days of any change in this information:

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

Email: _____

Notices to the addresses shown above shall be deemed received: (i) when delivered in hand and a receipt granted; (ii) three (3) calendar days after it is deposited in the United States mail; or (iii) when received if sent by confirmed fax or confirmed email.

In WITNESS WHEREOF, the signatory for the User Agency hereby represents and warrants that it has full and complete authority to sign this User Agreement on behalf of the User Agency.

USER AGENCY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

MEMO OF UNDERSTANDING REGARDING
TCIC STOLEN LICENSE PLATE
AND
TCIC STOLEN VEHICLE INFORMATION

1. This document constitutes an agreement between the Texas Department of Public Safety and a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

USER AGENCY: City of Laredo Police Department

ADDRESS: 4712 Maher Ave.

Laredo, Texas 78041

2. This agreement sets forth the duties and responsibilities for the Department of Public Safety and the User Agency.
3. The Department of Public Safety agrees to maintain, operate, and manage a file of vehicle license plate information exported from the Texas Crime Information Center (TCIC) for the use of the User Agency.
4. The Department of Public Safety will ensure that, except in extraordinary circumstances, the file will be updated hourly. The file name will incorporate the date and time the file was created.
5. The User Agency recognizes there are inherent limitations in matching against data updated hourly. Therefore, if the User Agency gets a "hit" on the exported TCIC information, the User Agency agrees to conduct a real-time check of TCIC records to confirm that the hit record still exists in the live TCIC file. The User Agency will follow all Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) policies for handling hits.
6. The Department of Public Safety or the User Agency may, upon 30 days notice, in writing, terminate this agreement. User Agency correspondence regarding this agreement should be directed to:

Texas Department of Public Safety, MSC 0233
Crime Records Service, TCIC Operations
PO Box 4143
Austin, TX 78765-4143

7. The file of TCIC information is provided to the User Agency for criminal justice purposes only. Furthermore, the User Agency agrees that the file created by the Department remains a TCIC file and will handle the information in the file and all activities related to the information in the file according to existing and future TCIC/NCIC policies.
8. The User Agency agrees to indemnify and save harmless, to the extent the law allows, the Texas Department of Public Safety, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise or enjoyment of the Agreement.
9. No financial liability will be incurred by the Department of Public Safety by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.
10. Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
11. No modification or amendment to this agreement shall become valid unless in writing and signed by both parties.
12. This agreement constitutes the entire agreement between the parties with regard to the matters made the subject of this agreement. There are no other verbal or written covenants, agreements, understandings, representations, warranties, or restrictions between the parties. No rights or obligations shall be implied.
13. Neither party may assign or transfer this agreement or any interest in this agreement without the written consent of the other party.
14. This agreement does not create any rights in any person or entity other than the Texas Department of Public Safety and the User Agency.

Please provide the following information regarding the User Agency's employee who will be the primary point of contact accessing the FTP site.

Agency ORI: 2400100

User Name: Lt. Roberto Mireles / Ofcr. Roberto Herrera

User Phone Number: (956)795-3125 / (956)693-0282

User Email Address: rmireles1@ci.laredo.tx.us / rherrera@ci.laredo.tx.us

This agreement will become effective on _____.

Each person signing this agreement represents and warrants that he/she has full and complete authority to sign this agreement on behalf of the governmental entity.

In WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

TEXAS DEPARTMENT OF PUBLIC SAFETY

USER AGENCY

By: Steven C. McCraw

By: _____

Title: Director

Title: City Manager

Printed Name: Steven C. McCraw

Printed Name: Robert A. Eads

Date: 9-23-2009

Date: _____

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudio Treviño, Jr., Chief of Police

SUBJECT

2020-R-104 Authorizing the City Manager to enter into and execute a Memorandum of Understanding between the Laredo Police Department and the Serving Children and Adults in Need Inc. (SCAN) for the purpose of establishing efficient referral and service coordination system for youth Runway and Homeless Youth (RHY). The Police Department’s participation is part of the community service provided to our citizens with no cost to the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

SCAN Inc. is a non-profit organization providing a variety of free services to the children and families of Laredo and surrounding counties. The Laredo Police Department will work with SCAN Inc. by referring runaway and homeless youth to SCAN for shelter and outreach programs.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

No Financial Impact.

Attachments

Resolution #2020-R-104

SCAN Runaway and Homeless Youth MOU

COUNCIL COMMUNICATION

DATE: 7/27/2020	SUBJECT: RESOLUTION #2020-R-104 Authorizing the City Manager to enter into and execute a Memorandum of Understanding between the Laredo Police Department and the Serving Children and Adults in Need Inc. (SCAN) for the purpose of establishing efficient referral and service coordination system for youth Runway and Homeless Youth (RHY). The Police Department's participation is part of the community service provided to our citizens with no cost to the City of Laredo.	
INITIATED BY: Robert A. Eads City Manger		STAFF SOURCE: Claudio Trevino, Jr. Chief of Police
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: SCAN Inc. is a non-profit organization providing a variety of free services to the children and families of Laredo and surrounding counties. The Laredo Police Department will work with SCAN Inc. by referring runaway and homeless youth to SCAN for shelter and outreach programs.		
FINANCIAL IMPACT: No Financial Impact.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Recommends the approval of this Resolution.

RESOLUTION #2020-R-104

Authorizing the City Manager to enter into and execute a Memorandum of Understanding between the Laredo Police Department and the Serving Children and Adults in Need Inc. (SCAN) for the purpose of establishing efficient referral and service coordination system for youth Runway and Homeless Youth (RHY). The Police Department’s participation is part of the community service provided to our citizens with no cost to the City of Laredo.

Whereas, LPD agrees to work in conjunction with SCAN to ensure the safety of the youth of the City of Laredo; and

Whereas, SCAN seeks the participation of the Laredo Police Department to assist the runaway and homeless youth of the City of Laredo to ensure their safety and provide temporary shelter, food, clothing, and counseling; and

Whereas, this Memorandum of Understanding shall be in effect until modified or cancelled in written notice.

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

SECTION 1: Authorizing the City Manager to enter into and execute a Memorandum of Understanding between the Laredo Police Department and the Serving Children and Adults in Need Inc. (SCAN) for the purpose of establishing efficient referral and service coordination system for youth Runway and Homeless Youth (RHY). The Police Department’s participation is part of the community service provided to our citizens with no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA LAUREL HALE
ACTING CITY ATTORNEY

BY: _____
ALYSSA J. CASTILLON
ASSISTANT CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered between The Laredo Police Department and Serving Children and Adults in Need Inc. (SCAN) for the purpose of establishing an efficient referral and service coordination system for youth Runaway and Homeless Youth (RHY). This agreement will allow the parties to identify and refer RHY youth, ensure their safety and that they receive comprehensive care by SCAN including Emergency Shelter and Street Outreach Services.

SCAN will:

1. Operate a Runaway and Homeless Youth (RHY) program and accept referrals from the Laredo Police Department of any youth under 18 who are runaway, homeless or street youth.
2. Provide the following services to these youth: 1) Outreach services, including community awareness and street outreach, 2) individual intake and screening, 3) temporary shelter, food and clothing 4) Individual and group counseling 5) Family Counseling, 6) Linkages to Community Services, 7) Prevention and after care services 8) Recreational and leisure activities, 9) Case management 10) crisis stabilization, 11) Case and service coordination planning, 12) Skills-based training for parents and youths, 13) Mentoring 15) Continuum Service Linkages.
3. Coordinate the safe placement of these youth in coordination with the Laredo Police Department.

The Laredo Police Department will:

1. Refer to SCAN Inc. of all youth under who are identified as runaways, homeless, or street youth.

The referral procedure will be the following:

- 1) After the Laredo Police Department identifies a youth as runaway, homeless or street-youth, The Laredo Police Department will call SCAN at (956) 725-7211 to refer the youth for services.
- 2) The Laredo Police Department will transport the youth to the SCAN Shelter, or SCAN will travel to the site . SCAN Inc. staff will conduct an on-site screening and assessment. and will provide transportation to the shelter.

Term and Termination:

The terms of this cooperative memorandum of understanding shall begin September 1, 2020 and will be ongoing.

Amendment and Modification:

This agreement may be amended by the mutual agreement of the parties hereto in writing, to be attached and incorporated into this agreement.

In witness whereof, this cooperative working agreement has been executed by the authorized representatives on the _____ day of _____, 2020.

Claudio Trevino, Jr.
Chief of Police
Laredo Police Department

Isela S. Dabdoub
Chief Executive Officer
Serving Children and Adults in Need Inc.

Robert A. Eads
City Manager
City of Laredo

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2020-R-108 Authorizing the City Manager to accept a grant in the amount of \$1,375,000.00 from the U.S. Department of Justice, Office of Community Oriented Policing Service (COPS) Program. The City of Laredo will utilize this funding to hire eleven (11) new police officers for a period of three (3) years. The 2020 COPS Hiring Program (CHP) grant provides a maximum federal share of \$125,000.00 per officer position of the approved entry level salaries and fringe benefits of each newly hired and/or rehired full time sworn career law enforcement officer over the three (3) year (36 months) grant period. Funding is available under the Special Police Fund - COPS Hiring Program.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Over twenty-five years after the Violent Crime Control and Law Enforcement Act of 1994 was signed into Law, the COPS Office continues to support the efforts of law enforcement agencies across the country as they develop creative and innovative ways to deal with long standing community problems and public safety issues. Since the date of establishment of the COPS Office the U.S. Department of Justice has invested \$14 billion in community policing. It has funded the addition of nearly 127,000 officers to over 10,000 state, local, and tribal law enforcement agencies to advance community policing in small and large jurisdictions across the nation. The COPS statutory non supplanting requirement mandates that CHP funds must be used to supplement (increase) state, local, and Bureau Indian Affairs (BIA) funds that would have been dedicated towards sworn officer positions if federal funding had not been awarded. Approximately \$400 million of funding is available for FY 2020 CHP. CHP grant funds must not be used to supplant (replace) local funds, that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with state, local, or BIA funds.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approves this Resolution.

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?: Y

Source of Funds: Grant

Account #: 229

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in Special Police Fund 229.

Attachments

Award Letter

Resolution to Accept



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

June 25, 2020

Chief of Police Claudio Treviño Jr.
City Manager Rosario Cabello

Laredo, City of
4712 Maher Avenue
Laredo, TX 78041

Re: COPS Hiring Program award number 2020ULWX0043
ORI TX24001

Dear Chief of Police Treviño Jr. and City Manager Cabello:

Congratulations on your agency's award for 11 officer position(s) and \$1,375,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$2,106,020.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at www.cops.usdoj.gov within 45 days from the date of this letter.**

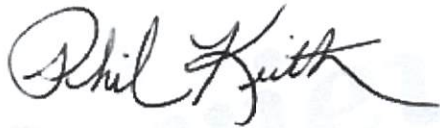
The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

amount and will also identify any disallowed costs.

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith, Director

Date: 06/18/2020

Additional Award Notification

RESOLUTION 2020-R-108

Authorizing the City Manager to accept a grant in the amount of \$1,375,000.00 from the U.S. Department of Justice, Office of Community Oriented Policing Service (COPS) Program. The City of Laredo will utilize this funding to hire eleven (11) new police officers for a period of three (3) years. The 2020 COPS Hiring Program (CHP) grant provides a maximum federal share of \$125,000.00 per officer position of the approved entry level salaries and fringe benefits of each newly hired and/or rehired full time sworn career law enforcement officer over the three (3) year (36 months) grant period. Funding will be available under the Special Police Fund - COPS Hiring Program.

Whereas, the U.S Department of Justice, Office of Community Oriented Policing Service (COPS) Program and the Laredo Police Department will provide eleven (11) police Cadets that will enhance the COPS philosophy in the City of Laredo; and

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, this grant will be beneficial to the City of Laredo due to the additional man power that will be added to serve the community.

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

Section 1: Authorizing the City Manager to accept a grant in the amount of \$1,375,000.00 from the U.S. Department of Justice, Office of Community Oriented Policing Service (COPS) Program. The City of Laredo will utilize this funding to hire eleven (11) new police officers for a period of three (3) years. The 2020 COPS Hiring Program (CHP) grant provides a maximum federal share of \$125,000.00 per officer position of the approved entry level salaries and fringe benefits of each newly hired and/or rehired full time sworn career law enforcement officer over the three (3) year (36 months) grant period.

Section 2: It authorizes the City Manager to execute all necessary 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 _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

APPROVED AS TO FORM:

JOSE A. VALDEZ, JR.
CITY SECRETARY

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudio Treviño Jr., Chief of Police; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-042 to sole bidder, Southern Folger Detention Equipment Company, San Antonio, TX, in the amount of \$167,950.00 to purchase and install a new access control system at the Laredo Police Department Headquarters booking and holding cells area. Funding is available in the Laredo Police Department General Fund Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Request for bids were requested through Cit-E Bid and Southern Folger Detention Equipment Company was the only responding supplier. Laredo Police Department IT personnel vetted the proposal and recommend proceeding with this contract. This system will replace LPD's current booking room lock/entry system that include the main lobby door and intercom system. The contractor will be responsible for furnishing all personnel, facilities, equipment, supplies, support, and management and will perform all functions necessary to design, develop, document, integrate, test, and deploy the system.

A recommendation is being presented to City Council that this contract be awarded to the sole bidder, Southern Folger Detention Equipment Company.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: General Fund
Account #: 101-2366-525-9201
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Laredo Police Department General Fund- Building & Improvements to Building: Account # 101-2366-525-9201.

Attachments

Bid Response-Scope of Work

Bid Tabulation



**FY20-042 - New Control System
(Touchscreen)
Southern Folger Detention Equipment
Company
Supplier Response**

Event Information

Number: FY20-042 - New Control System (Touchscreen)
Title: Laredo Police Department
Type: Request For Proposal
Issue Date: 2/13/2020
Deadline: 3/3/2020 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.

dered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Request for Proposals may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on March 3, 2020 and all bids received will be opened and publicly acknowledged at 10:00 A.M. on March 4, 2020.**

Contact Information

Contact: Lt. Roberto Mireles Jr.
Address: Laredo Police Department
4712 Maher Ave.
Laredo, TX 78041
Phone: (956) 795-3125
Fax: cel (956) 949-0540
Email: rmireles1@ci.laredo.tx.us

Southern Folger Detention Equipment Company Information

Contact: Richard Fernandez
Address: 4634 S. Presa
San Antonio, TX 78223
Phone: (210) 531-4130
Email: rfernandez@southernfolger.com

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

Michael Chike

Signature

Submitted at 3/2/2020 4:10:06 PM

mchike@southernfolger.com

Email

Supplier Note

1. Touch Screen development license is not included. 2. Mutually agreeable schedule

Response Attachments

CIQ_Form - SFDEC.pdf

CIQ_Form - SFDEC

Bid Attributes

1 Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the C

ity of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submital deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us. Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us. Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be u

sed in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions

2 Insurance Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

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

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

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

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

3 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

4 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo’s Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/t/ec/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

5 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".

6 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Southern Folger Detention Equipment Co., Michael Chike, 210-380-9713

7	State how long under has the business been in its present business name
	<input type="text" value="123 Years"/>

8	If applicable, list all other names under which the Business identified above operated in the last five years
	<input type="text" value="N/A"/>

9	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.

10	Questions Part 1
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	<input type="text" value="No"/>

11	Questions Part 2
	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
	<input type="text" value="No"/>

12	State if the Company is a certified minority business enterprise
	<input type="text" value="This company is not a certified minority business"/>

13	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/conflictforms.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.

1 4	Conflict of Interest Questionnaire Form CIQ For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
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1 5	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 the ir bid. <input type="text" value="I attest there is no conflict of interest"/>
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1 6	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
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1 7	This is a <input type="text" value="New Submission"/>
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1 8	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Michael Chike"/>
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1 9	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY20-042 - New Control System (Touchscreen) (Laredo Police Department)"/>
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2 0	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Southern Folger Detention Equipment Company"/>
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2 1	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. <input type="text" value="It applies to my business"/>
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2 2	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. <input type="text" value="Coastal Detention Holdings LLC Company"/>
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2 3	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
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24	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. <input type="text" value="No response"/>
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25	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>
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26	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. <input type="text" value="No response"/>
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27	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 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 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) <input type="text" value="Not Applicable"/>
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28	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <input type="text" value="No response"/>
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29	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
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30	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? <input type="text" value="I am not aware of any conflict of interest"/>
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31	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <input type="text" value="No response"/>
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3
2 **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

3
3 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.
 I have read and understand this section

3
4 **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

3
5 **Question 11. Oath**
Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

3
6 **Question 12. Oath**
I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
 I swear or affirm information is correct

Bid Lines

1 **Scope of Work/Services:**

The City of Laredo and Laredo Police Department invites interested parties to submit proposals subject to the terms and conditions and other contract provisions, to furnish and install a control system (touchscreen) to the Laredo Police Department booking area.

All questions for this statement of proposals shall be submitted thru the questions tab on Cit-E-Bid or email before 2/26/2020 12:00:00 PM (CT) to Roberto Mireles Jr. @ mireles1@ci.laredo.tx.us

The objective of this solicitation is to upgrade the booking intercom system to a control system touchscreen. Thi

s includes changing the whole intercom for dispatch, putting a touch screen so they can open the sally port garage, to all jail doors and main lobby. Also all the locks in the holding cells. The Contractor will be responsible for furnishing all personnel, facilities, equipment, material, supplies, support, and management and will perform all functions necessary to design, develop, document, integrate, test, and deploy the System.

The Control System touchscreen package should include the following but not limited to:

Dispatch Area

- a. One (1) OMRON PLC with appropriate input and output modules to control 10 existing swing doors and 2 existing overhead doors.
- b. One (1) 19" touch screen monitor station including monitor, Dell CPU and Indusoft Run Time license.
- c. One (1) TMM Harding Master Station
- d. One (1) ECS network switch for integration of door control and intercom system.
- e. One (1) Eaton UPS

Project Management and Coordination

PLC and touch screen programming

Runtime Indusoft licences for one (1) touch screen station as described above.

Development license if applicable.

Harding DXL headend equipment to control ten (10) existing intercom stations. We assume the existing field cable is

a 22 AWG, 2 pair, 1 Twisted & Shielded, 1 Twisted & Unshielded and is terminated in the same location as the controlled and monitored doors.

Termination of field devices at our new headend equipment.

System checkout and start-up

Ability to work during normal business hours – 8am – 5pm

Ability to reuse existing equipment cabinet

Ability to reuse existing stations and all wires.

Timelines and Milestone Delivery Deadlines

A primary goal of the AFIS Project is to complete the installation of the system and achieve full production operations within 3 – 6 months after contract award or as soon as technically feasible.

Bidders must propose a success-oriented plan and schedule that is guaranteed to accomplish the implementation and delivery of an operational system in accordance with the proposed technical capabilities for the new system.

RFP Evaluation Criteria (Evaluation Factors)

Proposals submitted in response to this RFP will be evaluated as follows:

- * Cost of System 25%
- * System Quality, Performance, Highlights (proven sys.) 25 %
- * Vendor Experience/Expertise 25 %
- * Financial Capabilities 15 %
- * References with other similar/related projects 10 %

Total Points = 100

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion.

The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered. Following the initial evaluation process, the highest ranking Offeror(s) may be required to provide an oral presentation of their proposal and discuss all aspects of the proposal, including answering any questions about the proposal.

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 whose bid price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Bid will be awarded to one vendor.

Price: Total:

Item Notes: Total pricing for materials, equipment, and labor.

Item Attributes

1. Warranty

How much warranty for all equipment and labor.

2. Experiences and References

Torrance Police Department
Torrance, CA
Nina Schroeder (310) 781-7151
Charlie Wilson (310) 781-7162

Wyandotte Correctional Facility
Linda Hendricks
(913) 573-2952

Response Total: \$167,950.00

Event Number	FY20-042 - New Control System (Touchscreen)	Organization
Event Title	Laredo Police Department	Workgroup
Event Description	Bidders are strongly encouraged to submit t	Event Owner
Event Type	RFP	Email
Issue Date	2/13/2020 08:59:18 AM (CT)	Phone
Close Date	3/3/2020 05:00:00 PM (CT)	Fax

Responding Supplier	City	State	Response Submitted
Southern Folger Detention Equi	San Antonio	TX	3/2/2020 04:10:06 PM (CT)

Please note: Lines Responded and Response Total only includes responses to specification. No alternate r

City of Laredo Purchasing
City of Laredo Purchasing
Margarita Bosquez
mbosquez@ci.laredo.tx.us
(956) 794-1735
(956) 790-1805

Lines Responded	Response Total
1	\$167,950.00

esponse data is included.

Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated
1	Scope of Work/Services: The City of Laredo			1	EA	

n Folger Detention Equipment C		
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Total Price		\$167,950.00
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Line #	Unit	Extended
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1	<u>\$167,950.00</u>	\$167,950.00
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Line	Responding Supplier
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Line #	Att #	Attribute Name	Attribute Note	Southern Folger Detention Equipment Company
Header	1	Terms and Conditions Rec	TERMS AND CONDITIONS	I Agree to the Term
Header	2	Insurance Terms and Coni	INSURANCE REQUIREMEN	I agree my insuranc
Header	3	Disqualification & Debarn	DISQUALIFICATION DEBA	I certify to the term
Header	4	Contract Requirements	1.CODE OF ETHICS ORDIN	I have read and unc
Header	5	Questionnaire Descriptio	"The undersigned affirms	
Header	6	Name of Offeror (Busines		Southern Folger De
Header	7	State how long under has		123 Years
Header	8	If applicable, list all other		N/A
Header	9	State if the Company is a	The below information is	
Header	10	Questions Part 1	1) Is any litigation pending	No
Header	11	Questions Part 2	1) Is the Business in arrea	No
Header	12	State if the Company is a		This company is not
Header	13	Conflict of Interest Disclo	A form disclosing potentia	
Header	14	Conflict of Interest Questi	For vendor or other persc	
Header	15	Conflict of Interest Questi	If vendor acknowledges th	I attest there is no c
Header	16	Disclosure Form	For details on use of this f	
Header	17	This is a		New Submission
Header	18	Question 1. Name of pers	Please include First Name	Michael Chike
Header	19	Question 2. Contract Info	Please include the followi	FY20-042 - New Co
Header	20	Question 3. Name of indiv		Southern Folger De
Header	21	Question 4. List any busin		It applies to my bus
Header	22	Question 4. List any busin	If you selected Not Applic	Coastal Detention b
Header	23	Question 5. List any indivi		Not Applicable
Header	24	Question 5. List any indivi	If you selected Not Applic	
Header	25	Question 6. List any attor		Not Applicable
Header	26	Question 6. List any attor	If selected Not Applicable	
Header	27	Question 7. Disclosure of	List any campaign or offic	Not Applicable
Header	28	Question 7. Disclosure of	If you selected Not Applic	
Header	29	Updates on contributions	Information regarding cor	
Header	30	Question 8. Disclosure of	Are you aware of any fact	I am not aware of a
Header	31	8. Disclosure of Conflict o	If you selected I am aware	
Header	32	Question 9. Updates Requ	I understand that this for	I have read and unc
Header	33	Question 10. No Contract	I understand that a perso	I have read and unc
Header	34	Question 11. Conflict of Ir	Chapter 176 of the Local C	I have acknowledge
Header	35	Question 11. Oath	Please complete in this se	Michael ChikeDirec
Header	36	Question 12. Oath	I swear or affirm that the	I swear or affirm int
1	1	Warranty	How much warranty for a 1 Year Warranty fro	
1	2	Experiences and Referenc		Torrance Police Dep

Responding Supplier	Signature Full Name	Signature Email
Southern Folger Detention Equip	Michael Chike	mchike@southernfolger.com

Supplier Notes

1. Touch Screen development license is not included.2. Mutually agree

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudio Treviño Jr., Chief of Police; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize the purchase of two (2) patrol units from Silsbee Ford, Silsbee, Texas in the amount of \$85,489.50. The purchase of these vehicles shall be made utilizing the Goodbuy Contract Pricing Program. The patrol units will be used for COVID19 Operations. Funding is available in the General Fund; expenses for this purchase are eligible for 100% reimbursement under the CARES Act.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the Goodbuy Contract Pricing Program, contract No. 20-18 8F000.

BACKGROUND

Authorization is requested to purchase two (2) patrol units for the Laredo Police Department for COVID 19 Operations, utilizing the Goodbuy Contract Pricing Program. Delivery is expected within sixty to ninety days (60-90) days after receipt of order.

<u>Vendor</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Total</u>
Silsbee Ford- Goodbuy Contract# 20-18 8F000	2020 Police Package Vehicle Ford PI Utility	2	\$42,597.75	\$85,189.50
	Goodbuy Administrative Fee			\$300.00
	Total			\$85,489.50

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: CARES Act Grant
Account #: 101-8046-525-9004
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in the General Fund- Automotive Account. Purchase is eligible for reimbursement under the CARES Act Grant.

Attachments

Quote



PRODUCT PRICING SUMMARY

GOODBUY 20 -18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO
Contact: RUBY
Email: _____
Product Description: 2020 FORD PI UTILITY

Prepared by: GLEN ANGELLE
Phone: 409-880-9191
Email: gangelle.cowboyfleet@gmail.com
Date: June 3, 2020

A. **Bid Item:** _____ **A. Base Price:** \$ **32,840.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	3.3L V6	\$ -		EXT BLACK	
17A	REAR AIR	\$ 610.00			
17T	CARGO DOME LIGHT	\$ 50.00			
43D	COURTESY DISABLE	\$ 100.00	86T	RR TAILLAMP HOUSING	\$ 80.00
51R	LED SPOTLIGHT	\$ 360.00		REAR /CAMERA	
55F	KEYLESS ENTRY 4 FOBS	\$ 340.00		SYNC	
60R	NOISE SUPPESSION	\$ 100.00		PAINT 4 DRS WHITE	\$ 550.00
67V	CONNECTION KIT	\$ 185.00			
68G	RR DR/LOCK INOP	\$ 75.00			
76R	REVERSE SENSING	\$ 275.00			

Total of B. Published Options: \$ **2,725.00**

Published Option Discount (5%): \$ **(136.25)**

C. Additional Options [not to exceed 25%] \$= 24.4 %

Options	Bid Price	Options	Bid Price
EMERGENCY EQUIPMENT	\$ 8,666.00		

Total of C. Unpublished Options: \$ **8,666.00**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** _____

E. **Lot Insurance (for in-stock and/or equipped vehicles):** _____

F. **Contract Price Adjustment:** PREFEERED CUSTOMER DISCOUNT \$ **(2,200.00)**

G. **Additional Delivery Charge:** 400 miles \$ **700.00**

H. **Subtotal:** \$ **42,594.75**

I. **Quantity Ordered** 2 x K = \$ **85,189.50**

J. **Trade in:** _____ \$ **-**

K. **GOODBUY Administrative Fee (\$300 per purchase order)** \$ **300.00**

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** \$ **85,489.50**

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudio Treviño Jr., Chief of Police; Ramiro R. Elizondo, Interim Fire Chief; Ana L. Rodriguez, Municipal Court Clerk

SUBJECT

Authorizing the City Manager to execute a contract amendment with Tyler Technologies, Inc. of Plano, Texas utilizing Sourcewell Cooperative Purchasing Contract #110515-TTI. The amendment is to provide the Police, Fire and Municipal Court departments with Public Safety software and services including: Computer Aided Dispatch (CAD), Records Management System (RMS) and electronic citations in the amount of \$1,646,476.00. Payment terms are three (3) equal annual payments with no financing or interest charge. Funding for this purchase is available in the Police Trust Fund and General Fund - Fire and Municipal Court Technology Fund budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation under the Sourcewell Cooperative Purchasing Contract #110515-TTI and City of Laredo's member number ID 20319.

BACKGROUND

In 2007 the Police and Fire Departments implemented a computerized system that upgraded the digital information system being utilized. Currently, this sytem is with Central Square Company which is no longer developing Superior/OSSI, therefore Laredo is on an end-of-life product.

Tyler Technologies will replace this end-of-life system with the latest technology in public safety software.

Description	Pricing
Tyler Public Safety Software: -Enterprise CAD Software -Enterprise Records Management -Mobility Apps: ShieldForce/CrewForce for iOS/Android -e-Citations/ e-Ticketing -Mobile Field Base Reporting -Data Analytics & Citizen Connect	\$1,771,596.00

Implementation Services: -Project Management -System setup configuration -Training & Education -Go-Live Support -Data File Conversion -Interfaces Tyler Incode & Tyler Odyssey	\$528,005.00
Third Party	\$51,400.00
Travel Expenses	\$92,000.00
LESS: 50% License Fee Discount	(\$796,525.00)
PROJECT TOTAL	\$1,646,476.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: N
Source of Funds: Police Trust Fund/GF
Account #: 665/101
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding for this purchase is available in the Police Trust Fund and General Fund - Fire and Municipal Court Technology Fund budgets. Payment terms are three (3) equal payments with no financing or interest charge. Tyler Technologies will allow 90-day payment terms to get into October 1st budget year to allow project to get started this summer.

Funding is available in:

Municipal Court: 101-1400-516-8845 (Principal)

Police: 665-2300-526-8845 (Principal)

Fire: 101-2410-526-8845 (Principal)

Due Date	Payment	Police	Fire	Municipal Court
1st Payment- 10/15/2020	\$548,826	\$274,413	192,089	82,324
2nd Payment- 10/15/2021	\$548,825	\$274,413	192,089	82,323
3rd Payment- 10/15/2022	\$548,825	\$274,413	192,089	82,323
TOTAL	\$1,646,476	\$823,239	\$576,267	\$246,970

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

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

SUBJECT

Consideration to renew contract number FY17-047 with S.C.C. Pure Materials, Laredo, Texas in amount up to \$500,000.00 for the purchase of the following paving, and construction materials:

1. Flexible base Type D – Crushed Concrete, F.O.B. Public Works or Utilities Department Compound Job Site - \$17.50/ton
2. Flexible base Type D – Crushed Concrete, F.O.B. Vendors Plant, Picked up by City Trucks - \$14.50/ton

This contract is for the purchase of materials required for all city paving and construction projects. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the third of four extension periods. All materials shall be purchased on an as needed basis utilizing the Public Works Department Funds and Utilities Department General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Extension II of four approved on 08/05/19.

BACKGROUND

This contract establishes a unit price rate on crushed concrete delivered to the Public Works or Utilities Department Job Site and picked up by City trucks. There was no price increase during the last extension period. This is the third of four extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Current Pricing:

<u>Section</u>	<u>Description</u>	<u>Unit Price</u>
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	\$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	\$ 14.50/Ton

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY17-047 Contract
Renewal Notice -Ext III



**City of Laredo
Purchasing Division
Renewal Notice**

July 16, 2019

Mr. Lonnie E. Vaughn
S.C.C. Pure Materials
2329 East San Jose
Laredo, Texas 78043

Re: FY17-047 Flexible Base Crushed Concrete
Extension II

Dear Mr. Vaughn,


This letter is a formal request by the City of Laredo to extend contract FY17-047 with the same specifications and pricing for an additional one-year period. This is the second of four extension periods. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

Contract Pricing:

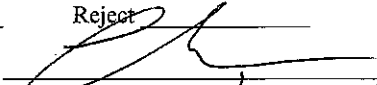
<u>Section</u>	<u>Description</u>	<u>Unit Price</u>
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	\$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	\$ 14.50/Ton

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

Sincerely,


Miguel A. Pescador For
Purchasing Agent

Xc: Purchasing File

S.C.C. Pure Materials	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Lonnie Vaughn</u>	
Date: <u>7-16-19</u>	



City of Laredo Purchasing Division

LETTER OF AWARD

July 17, 2018

Mr. Lonnie E. Vaughn
S.C.C. Pure Materials
2329 East San Jose
Laredo, Texas 78043

Re: FY17-047 Flexible Base Crushed Concrete
Extension I
Approved by City Council on July 16, 2018

Dear Mr. Vaughn,

This is to inform you that the contract renewal for FY17-047 was approved by the City Council on July 16, 2018. The term of this contract shall be for a period of one year. All commodities 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.

Contract Pricing:

<u>Section</u>	<u>Description</u>	<u>Unit Price</u>
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	\$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	\$ 14.50/Ton

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 07/16/2018

Initiated By: Ramon Chavez, Executive Director of Public Services

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

SUBJECT

Consideration to renew contract number FY17-047 to the sole bidder S.C.C. Pure Materials, Laredo, Texas in amount up to \$500,000.00 for the purchase of the following paving and construction materials:

- a. Flexible base Type D – Crushed Concrete, F.O.B. Public Works or Utilities Department Compound Job Site - \$17.50/ton

- b. Flexible base Type D – Crushed Concrete, F.O.B. Vendors Plant, picked up by City Trucks - \$14.50/ton

This contract is for the purchase of materials required for all city paving and construction projects. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the first of four extension periods. There will be no price increase from the previous extension period. All materials shall be purchased on an as needed basis utilizing the Public Works Department, Utilities Department, and construction project budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 7/17/17.

BACKGROUND

This contract establishes a unit price rate on crushed concrete delivered to the Public Works or Utilities Department Job Site and picked up by City trucks. This contract is for the purchase of materials required for all city paving and construction projects. This is the first of four extension periods. There will be no price increase from the previous 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 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.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2018

Budgeted Y/N?: Yes

Source of Funds:

Account #:

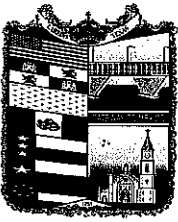
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY17-047



**City of Laredo
Purchasing Division
Renewal Notice**

June 18, 2018

Mr. Lonnie E. Vaughn
S.C.C. Pure Materials
2329 East San Jose
Laredo, Texas 78043

Re: FY17-047 Flexible Base Crushed Concrete
Extension I

Dear Mr. Vaughn,

This letter is a formal request by the City of Laredo to extend contract FY17-047 with the same specifications and pricing for an additional one-year period. This is the first of four extension periods. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

Contract Pricing:

<u>Section</u>	<u>Description</u>	<u>Unit Price</u>
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	\$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	\$ 14.50/Ton

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

S.C.C. Pure Materials	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature:	
Print Name:	Lonnie E. Vaughn
Date:	6-27-18



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

July 18, 2017

Mr. Lonnie E. Vaughn
S.C.C. Pure Materials
2329 East San Jose
Laredo, Texas 78043

Re: FY17-047 Flexible Base Crushed Concrete
Approved by City Council on July 17, 2017

Dear Mr. Vaughn,

This is to inform you that the contract FY17-047 was approved by the City Council on July 17, 2017. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has four extension periods.

Contract Pricing:

<u>Section</u>	<u>Description</u>	<u>Unit Price</u>
I	Flexible Base Type D-Crushed Concrete, F.O.B Public Works or Utilities Department Job Site	\$ 17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.O.B Vendors Plant, Picked up by City Trucks	\$ 14.50/Ton

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: 07/17/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer, John Orfila Jr., Public Works Director, Miguel A. Pescador, Purchasing Agent, Riazul I. Mia, P.E. Utilities Department Director

SUBJECT

Consideration to award contract number FY17-047 to the sole bidder S.C.C. Pure Materials, Laredo, Texas in amount up to \$500,000.00 for the purchase of the following paving, and construction materials:

- a. Flexible base Type D – Crushed Concrete, F.O.B. Public Works or Utilities Department Compound Job Site - \$17.50/ton
- b. Flexible base Type D – Crushed Concrete, F.O.B. Vendors Plant, Picked up by City Trucks - \$14.50/ton

This contract is for the purchase of materials required for all city paving and construction projects. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has four extension periods. All materials shall be purchased on an as needed basis utilizing the Public Works Department, Utilities Department, and construction project budgets.

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 flexible base crushed concrete for the Public Works and Utilities Departments. This contract establishes a unit price rate on crushed concrete delivered to the Public Works or Utilities Department Job Site and picked up by City trucks. Staff has reviewed the bid received and is recommending that this contract be awarded to the sole bidder S.C.C. Pure Materials.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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. 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.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded to the sole bidder.

Fiscal Impact

Fiscal Year: 2017

Budgeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY17-047

Bid Tab FY17-047

Bid Tabulation

FY17-047

Flexible Base Crushed Concrete

June 30, 2017 @ 3:00 P.M.

**S.C.C. Pure Materials
Laredo, TX**

Section	Qty	Unit Price	Total
I Flexible Base - Type D - Grade 2 F.O.B to Public Works and Utilities Job Site	18,000	\$ 17.50	\$ 315,000.00
			1.3 Ton's
II Flexible Base - Type D - Grade 2 F.O.B Vendors Plant, Picked up by City Trucks	18,000	\$ 14.50	\$ 261,000.00
Mileage factor for low bid determination at \$0.55.5/mile	18,000	\$ 3.360	\$ 60,480.00
Low Bid Evaluation Criteria			\$ 321,480.00

Number of tons per cubic yard 1.30 Ton's

Lab Tests Reports Submitted Yes

Original

CITY OF LAREDO PURCHASING DIVISION

Print Name Lonnie Vaughan of person authorized to sign bid

Title: President

Business Address: PO Box 2721

City, State, Zip Code: Laredo Tx 78044

Telephone Number: 956-319-8853 Fax Number: N/A

Contact Person Email Address: Sec Pure materials @ gmail.com

Federal Tax ID Number: 27-0430530

Bidders Principal/Corporate Place of Business Address: Flores Ranch on US 59

Indicated Status of Business:

Corporation Partnership Sole Proprietorship Other:

If other state business status: _____

State how long under its present business name: 6 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

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.

**CITY OF LAREDO PURCHASING
DIVISION**

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 _____

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

**CITY OF LAREDO PURCHASING
DIVISION**

25.0 Tab B Price Schedule

25.1 Flexible Base – Crushed Concrete Base, Type D – Grade 2

Section	Description	Est. Qty.	Unit Price/ton	Extended Total
I	Flexible Base – Type D – Grade 2- F.O.B Public Works or Utilities Department Job Site	18,000 tons	\$ 17.50	\$ 315,000
II	Flexible Base – Type D – Grade 2, F.O.B vendors plant, Picked up by City trucks	18,000 tons	\$ 14.50	\$ 261,000
			Total \$	

Source of material: concrete Recycling Scale to be provided by city

List number of tons per cubic yard: 1.30 Est weight will vary

Special condition for F.O.B. plant pricing for Section II: w/ moisture

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

Mileage from Public Works compound to the Vendors plant is 6 miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

US 59 to Arkansas to Base Truck Rt

Mileage is subject to verification by the City of Laredo.

Company Name: See Pure Materials Inc

Owner/President Name: Lonnie E Vaughn SR

Company Address: P.O. Box 2721

City, State, Zip Code: Laredo, TX 78044

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Lonnie E Vaughn SR

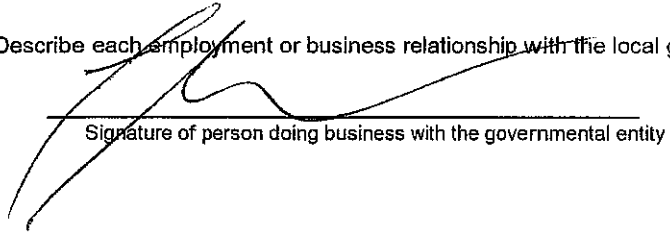
Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO PURCHASING
DIVISION**

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

6-26-17
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

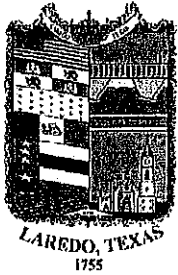
Subscribed and sworn before me this _____ day of _____ 20_____.

CITY OF LAREDO PURCHASING
DIVISION

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:	<u>Lonnie</u>	M.I. <u>E</u>	Last: <u>V. Augustin</u>
			Suffix: <u>SR</u>
*2. Contract Information.			
a) Contract or project name:	<u>Fy 17 - 047</u>		
b) Originating department:	<u>Public Works Utilities</u>		
*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).			
<u>SCC Pure Materials Inc</u>			
*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.			
<input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.			
<input type="checkbox"/> Names of partner, parent, or subsidiary business entities:			
*6. List any individuals or entities that will be subcontractors on this contract.			
<input checked="" type="checkbox"/> Not applicable. No subcontractors will be retained for this contract.			
<input type="checkbox"/> Subcontractors may be retained, but have not been selected at the time of this submission.			
<input type="checkbox"/> List of subcontractors:			
*6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.			
<input checked="" type="checkbox"/> Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.			
<input type="checkbox"/> List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:			

CITY OF LAREDO PURCHASING
DIVISION

***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: Lonnie E Vaughn Title: President

Company Name or DBA: SeePume Materials Date: 6-26-17

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

**CITY OF LAREDO PURCHASING
DIVISION**

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. <i>SCC Pure Materials Inc</i>			
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. <input checked="" type="checkbox"/>			
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			

CITY OF LAREDO PURCHASING
DIVISION

Days of week: MON - Friday

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

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)

Sec Pure Materials Inc

Signature

person authorized to sign bid

Date

6-26-17 06/20/17

**CITY OF LAREDO PURCHASING
DIVISION**

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.

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 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. Any price increases or decreases should be emailed to the attention of 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.

22.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

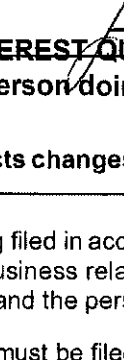
Delivery time for all items ordered under the terms and conditions of this contract are 4 working days from date of order.

Bidder's business hours: From: 700 a.m. to 500 p.m.

**CITY OF LAREDO PURCHASING
DIVISION**

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Lonnie E. Vancow
Name


Signature

6-26-17
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.,

OFFICE USE ONLY

Regular Session.

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

Blender & Vegetator

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

GRADATION, PLASTICITY INDEX WET BALL MILL REPORT



Report Number: 89131036.0005
Service Date: 06/15/17
Report Date: 06/26/17

615 Gale St, Bldg B Ste B
 Laredo, TX 78041
 956-729-1100 Reg No: F-3272

Client
 SCC Pure Materials
 Attn: Lonnie Vaughn
 2329 East San Jose
 Laredo, TX 78043

Project
 General Material Testing
 2329 East San Jose
 Laredo, TX 78043



Project Number: 89131036

Sample Description: Crushed Concrete
 Source of Material: SCC Pure Materials

Proposed Use: Pavement Base

Sieve No.	Test Results	Cumulative Percent Retained
		2004 TxDOT Item 247 Type D, Grade I Specifications
2 1/2"	---	---
1 3/4"	0	0
7/8"	15.7	10-35
3/8"	48.6	30-50
No. 4	62.4	45-65
No. 40	77.0	70-85
No. 200	88.9	--

Property	Test Results	Plasticity Index
		2004 TxDOT Item 247 Type D, Grade I Specifications
Liquid Limit, % max	32	35
Plasticity index, max	8	10

Property	Test Results	Wet Ball Mill
		2004 TxDOT Item 247 Type D, Grade I Specifications
Wet ball mill, % max	36	40
Wet ball mill, % max. increase passing the No.40 sieve	19	20

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

GRADATION, PLASTICITY INDEX WET BALL MILL REPORT



Report Number: 89131036.0005
Service Date: 06/15/17
Report Date: 06/26/17

615 Gale St, Bldg B Ste B
Laredo, TX 78041
956-729-1100 Reg No: F-3272

Client

SCC Pure Materials
Attn: Lonnie Vaughn
2329 East San Jose
Laredo, TX 78043

Project

General Material Testing
2329 East San Jose
Laredo, TX 78043

Project Number: 89131036

Remarks: The indicated laboratory tests were performed in general accordance with applicable TxDOT standards unless otherwise noted. All test results meet sieve analysis specifications unless noted by an asterisk (*).

Services: Traveled to the project site to provide testing/observation services as requested.

Terracon Rep.: Raymundo Hernandez
Reported To: Mr. Lonnie Vaughn
Contractor: SCC Pure Materials
Report Distribution:

Reviewed By: Raymundo Hernandez III
Raymundo Hernandez
Project Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Lancho Ty

SCC PURE MATERIALS

BID: FLEXIBLE BASE CRUSHED CONCRETE
- PUBLIC WORKS

FY17 - 047

#1

RECEIVED

2017 JUL 29 PM 4:42

CITY SECRETARY'S OFFICE



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**FLEXIBLE BASE CRUSHED CONCRETE
PUBLIC WORKS 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 flexible base crushed concrete for the Public Works 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M on June 29, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on June 30, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Flexible Base Crushed Concrete – Public Works Department
FY17-047**

Bids are to be mailed: City of Laredo – City Secretary C/O Heberto "Beto" L. Ramirez City Hall – Third Floor 1110 Houston Street 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
--	--

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 flexible base crushed concrete for the Public Works 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on June 29, 2017** and all bids received will be **opened** and read publicly on **June 30, 2017 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

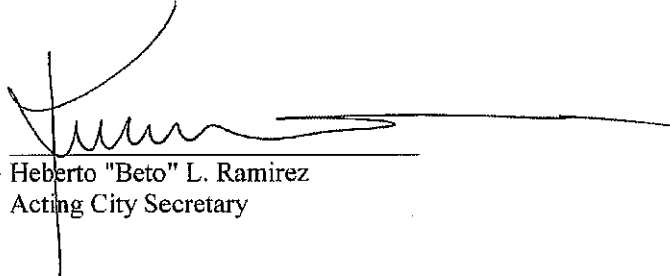
**BID: Flexible Base Crushed Concrete – Public Works Department
FY17-047**

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston Street
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

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 JUNE 2017.


For: Heberto "Beto" L. Ramirez
Acting City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

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.

CITY OF LAREDO
PURCHASING DIVISION

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

All invoices must show the purchase order number and invoices shall be legible. For all scale measured quantities, invoices must include scale ticket for all loads, from a Certified Truck Scale in order to get processed for payment. This weighing will be done at the expense of the bidder and the certified truck scale facility must be approved by the City of Laredo.

- (c) 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)

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.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Flexible Base Crushed Concrete

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of public works materials for various departments. The needs of the City shall govern the amount of materials requested by the City during contract period. The City is requesting bids for the following material:

Flexible Base Crushed Concrete

- 14.1 All questions for this bid shall be submitted in writing or by email no later than, June 13, 2017 to:

Enrique Aldape III, Administrative Assistant
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

- 16.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. **Test reports shall be no older than two years.**

Bids without a Certified Laboratory Test Report will not be considered.

- 16.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.

17.0 Cause for Termination of Contract

This materials contract may be terminated for any of the following reasons:

- 17.1 The material supplied continuously fails to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or

**CITY OF LAREDO
PURCHASING DIVISION**

- 17.1.1 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound and Department of Utilities Compound, F.O.B., or
- 17.1.2 Deliveries do not meet pre-set Department of Public Works or the Department of Utilities time schedules:
- 17.1.3 A 24-hour advance notice will be allowed:
 - 17.1.3.1 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination.
 - 17.1.3.2 The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

18.0 Flexible Base Crushed Concrete

These specifications shall govern the material which shall be used for a foundation course, for a surface course or for other base courses, and which shall be composed of stone materials crushed or un-crushed as necessary to meet the requirements hereinafter specified.

18.1 Materials

The material shall consist of argillaceous limestone, calcareous or calcareous clay particles with or without stone, conglomerate, gravel sand or other granular materials. The material shall be type "D" crushed concrete base, type "D" – grade 2, conforming to Item 247 of the Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 1993" or latest edition.

18.2 Testing and Inspection

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. **Test reports shall be no older than two years.**

Bids without a Certified Laboratory Test Report will not be considered.

Note: The supplier shall stockpile the material to be used to fulfill this contract per specifications herein designated, and shall make no substitutions of materials or specifications. If stockpiles are depleted, the supplier must assume all responsibility for such cost of sampling and testing another source of material for compliance to specifications.

18.3 Delivery

Delivery to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.

18.4 TXDOT Item 247 Specifications - FLEXIBLE BASE

Description. Construct a foundation course composed of flexible base.

Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The

**CITY OF LAREDO
PURCHASING DIVISION**

Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

Aggregate. Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.

**CITY OF LAREDO
PURCHASING DIVISION**

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		--	0	0	
1-3/4 in.		0	0-10	0-10	
7/8 in.		10-35	--	--	
3/8 in.		30-50	--	--	
No. 4		45-65	45-75	45-75	
No. 40		70-85	60-85	50-85	
Liquid limit, % max. ¹	Tex-104-E	35	40	40	As shown on the plans
Plasticity index, max. ¹	Tex-106-E	10	12	12	As shown on the plans
Plasticity index, min. ¹					
Wet ball mill, % max. ²	Tex-116-E	40	45	--	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	--	
Classification ³	Tex-117-E	1.0	1.1-2.3	--	As shown on the plans
Min. compressive strength ³ , psi lateral pressure 0 psi		45	35	--	As shown on the plans
lateral pressure 15 psi		175	175	--	

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.

2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.

3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

Material Tolerances. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

**CITY OF LAREDO
PURCHASING DIVISION**

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

Material Types. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.

Type A. Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

Type B. Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

Type C. Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

Type D. Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

Type E. As shown on the plans.

Recycled Material. Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

Limits on Percentage. When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

Recycled Material (Including Crushed Concrete) Requirements.

Contractor Furnished Recycled Materials. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

Department Furnished Required Recycled Materials. When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

Department required recycled material will not be subject to the requirements in Table 1, Contractor furnished materials are subject to the requirements in Table 1 and this Item, the final product, blended, will be subject to the requirements in Table 1, and for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

Department Furnished and Allowed Recycled Materials. When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

Recycled Material Sources. Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

**CITY OF LAREDO
PURCHASING DIVISION**

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.

Water. Furnish water free of industrial wastes and other objectionable matter.

Material Sources. When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

Preparation of Subgrade or Existing Base. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

Placing. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

Compaction. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

**CITY OF LAREDO
PURCHASING DIVISION**

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Ordinary Compaction. Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

Density Control. Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

Finishing. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

Curing. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

Measurement. Flexible base will be measured as follows:

- Flexible Base (Complete In Place). The ton, square yard, or any cubic yard method.
- Flexible Base (Roadway Delivery). The ton or cubic yard in vehicle.
- Flexible Base (Stockpile Delivery). The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows:

Cubic Yard in Vehicle. By the cubic yard in vehicles of uniform capacity at the point of delivery.

Cubic Yard in Stockpile. By the cubic yard in the final stockpile position by the method of average end areas.

Cubic Yard in Final Position. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

Square Yard. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

Ton. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

**CITY OF LAREDO
PURCHASING DIVISION**

Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this project, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.2, "Changes in the Work."

Flexible Base (Complete In Place). Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Flexible Base (Roadway Delivery). Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Flexible Base (Stockpile Delivery). Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

**CITY OF LAREDO
PURCHASING DIVISION**

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 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.

- 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 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.

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.

**CITY OF LAREDO
PURCHASING DIVISION**

21.0 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. Any price increases or decreases should be emailed to the attention of 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.

22.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are _____ working days from date of order.

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

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

CITY OF LAREDO
PURCHASING DIVISION

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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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 _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

25.0 Tab B Price Schedule

25.1 Flexible Base – Crushed Concrete Base, Type D – Grade 2

Section	Description	Est. Qty.	Unit Price/ton	Extended Total
I	Flexible Base – Type D – Grade 2- F.O.B Public Works or Utilities Department Job Site	18,000 tons	\$	\$
II	Flexible Base – Type D – Grade 2, F.O.B vendors plant, Picked up by City trucks	18,000 tons	\$	\$
			Total	\$
Source of material:				

List number of tons per cubic yard: _____

Special condition for F.O.B. plant pricing for Section II:

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

Mileage from Public Works compound to the Vendors plant is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

Mileage is subject to verification by the City of Laredo.

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."

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

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

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

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 or officer of the firm of, etc.)

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

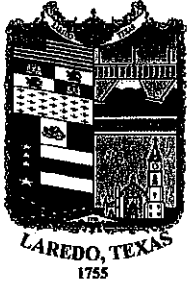
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

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: _____

**CITY OF LAREDO
PURCHASING DIVISION**

***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 2.01 of 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.

**CITY OF LAREDO
PURCHASING DIVISION**

***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

**CITY OF LAREDO
PURCHASING DIVISION**

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. <input type="checkbox"/>			
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			

CITY OF LAREDO
PURCHASING DIVISION

30.0 Vendors Instructions:

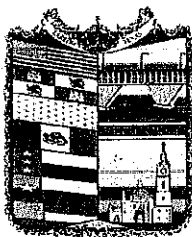
Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 29, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on June 30, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Flexible Base Crushed Concrete – Public Works Department
FY17-047**

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
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



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

June 18, 2020

Mr. Lonnie E. Vaughn
S.C.C. Pure Materials
2329 East San Jose
Laredo, Texas 78043

RE: FY17-047 Flexible Base Crushed Concrete
Extension III

Dear Mr. Vaughn,

This letter is a formal request by the City of Laredo to extend contract FY17-047 with the same specifications and pricing for an additional one-year period. This is the third of four extensions periods. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

Contract Pricing:

<u>Section</u>	<u>Description</u>	<u>Unit Price</u>
I	Flexible Base Type D-Crushed Concrete, F.OB. Public Works or Utilities Department Job Site	\$17.50/Ton
II	Flexible Base Type D-Crushed Concrete, F.OB. Vendors Plant. Picked up by City Trucks	\$14.50/Ton

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

Xc: Purchasing File

S.C.C. Pure Materials	
Request a contract extension: _____	Not request a contract extension: _____
Authorized Signature: _____	
Print Name: <u>Lonnie E Vaughn</u>	
Date: <u>6-25-2020</u>	

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: John Orfila Jr., Public Works Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY17-049 with Anderson Columbia, Lake City, Florida, in an amount up to \$3,000,000.00 for the purchase of black base and asphalt hot mix used for street paving projects. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. There was a price decrease during the last extension period. This is the third of four extension periods. Funding is available in the Public Works Department General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Extension II of four approved on 08/05/19.

BACKGROUND

This contract established pricing for the purchase of black base and asphalt hot mix used in street paving, street construction, and general repair projects for all City departments. Bid pricing was requested on F.O.B. picked up by City trucks and delivery by the vendor. Price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. There was a price decrease during the last extension period. This is the third of four extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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.

Current Contract Pricing:

		Anderson Columbia	Price Increase/Decrease
Section	Description	Unit Price/Ton	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	\$ 50.50	\$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	\$ 53.00	\$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	\$ 53.50	\$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	\$ 52.50	\$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	\$ 48.50	\$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	\$ 51.07	\$ 48.13
	Number of tons per cubic yard	1.4 Tons	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:

2020

Budgeted Y/N?: Yes

Source of Funds:

Account #: 101-2730-532-3014

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY17-049

Contract FY17-049

Renewal Notice Ext III

Description	Anderson Columbia Lake City, FL 32056		Century Asphalt Houston, TX 77011	
	Unit Price	Total	Unit Price	Total
I Black Base FOB delivered to Public Works and Utilites Job Site	2,000	\$ 50.50 \$ 101,000.00	\$ 53.00	\$ 106,000.00
II Asphalt Type "D" Hot-mix, hot laid delivered to Public Works or Job Site	40,000	\$ 53.00 \$ 2,120,000.00	\$ 55.75	\$ 2,230,000.00
III Asphalt Type "D" Hot-mix, 1% Lime hot laid delivered to Public Works or Job Site	40,000	\$ 53.50 \$ 2,140,000.00	\$ 57.00	\$ 2,280,000.00
IV Asphalt Type "D" Hot-mix, 1% Lime with RAP hot laid delivered to Public Works or Site	20,000	\$ 52.50 \$ 1,050,000.00	\$ 57.00	\$ 1,140,000.00
	Number of tons per cubic yard	1.4 Ton's	1.6 Ton's	
V Asphalt Type "D" Hot-mix, 1% Lime hot laid picked up by City Vehicle	40,000	\$ 48.50 \$ 1,940,000.00	\$ 49.00	\$ 1,960,000.00
Mileage factor for low bid determination at \$0.55.5/mile	40,000	\$ 2.128 \$ 85,120.00	\$ 8.276	\$ 331,040.00
Low Bid Evaluation Criteria	Subtotal with mileage factor	\$ 2,025,120.00	\$ 2,291,040.00	
	Low bid evaluation total amount	<u>\$ 2,025,120.00</u>	<u>\$ 2,291,040.00</u>	
	Number of tons per cubic yard	1.4 Ton's	1.6 Ton's	
VI Asphalt Type "D" Hot-mix, 1% Lime with RAP hot laid picked up by City Vehicle	40,000	\$ 48.00 \$ 1,920,000.00	\$ 49.00	\$ 1,960,000.00
Mileage factor for low bid determination at \$0.55.5/mile	40,000	\$ 2.128 \$ 85,120.00	\$ 8.276	\$ 331,040.00
Low Bid Evaluation Criteria	Subtotal with mileage factor	\$ 2,005,120.00	\$ 2,291,040.00	
	Low bid evaluation total amount	<u>\$ 2,005,120.00</u>	<u>\$ 2,291,040.00</u>	
	Number of tons per cubic yard	1.4 Ton's	1.6 Ton's	
	Lab Tests Reports Submitted	Yes	Yes	



**City of Laredo
Purchasing Division
Renewal Notice**

July 22, 2019

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Contract FY17-049
Renewal Extension II

Dear Mr. Bryan,

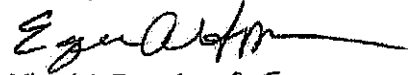
A contract was awarded to your company on 8/07/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

Current Contract Pricing


Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	\$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	\$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	\$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	\$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	\$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	\$ 53.59

Please indicate your desire to request a contract extension. 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

Xc: Purchasing File

Anderson Columbia Co.	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	_____
Print Name: <u>Berry Bryan</u>	_____
Date: <u>7/22/19</u>	_____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



Anderson Columbia Co. Inc.

April 2nd, 2019

City of Laredo Att: City Engineer
Public Works Director,
Purchasing Division

RE: Public Works – Asphalt Oil Price Increase

To whom it may concern,

This is to inform you that due to increases in oil required to manufacture material in the contract with public works, we find it necessary to increase our price of Hot Mix.

Here is the pricing breakdown:

The asphalt oil (PG 64-22) increased from \$405.00/ton to \$455.00/ton = \$50.00/ton increase.

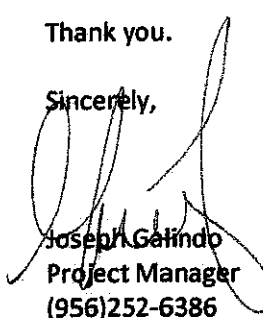
Item	Price
Hot Mix TY "D" -	\$51.49 @ 4.2% x \$50.00 = \$2.10

New price: \$53.59/ton

Feel free to contact me if you have any further questions or concerns.

Thank you.

Sincerely,


Joseph Gelindo
Project Manager
(956)252-6386

8114 State HWY 359
Laredo, TX 78043

P: (956) 726-9819
F: (956) 724-8372

www.Andersoncolumbia.com



March 31, 2019

To: Our Valued Asphalt Customers

Effective April 1, 2019 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$455 / ton	PG64-22	\$455 / ton	PG64-22	\$455 / ton	PG64-22	\$455 / ton
PG70-22S	\$555 / ton	PG70-22S	\$555 / ton	PG70-22S	\$555 / ton	PG70-22S	\$555 / ton
PG76-22S	\$605 / ton	PG76-22S	\$605 / ton	PG76-22S	\$605 / ton	PG76-22S	\$605 / ton
PG58-28	\$485 / ton	AC-5	\$805 / ton	PG58-28	\$485 / ton		
AC-15P	\$620 / ton	AC-10	\$485 / ton	AC-15P	\$620 / ton		
AC-20XP	\$620 / ton	EMEL	\$480 / ton	AC-20XP	\$620 / ton		
AC-0.6	**\$580 / ton			AC-0.6	**\$580 / ton		
AC-3	**\$510 / ton			AC-10	\$485 / ton		
AC-5	\$505 / ton			MC-30	\$780 / ton		
AC-10	\$485 / ton			RC-250	\$720 / ton		
MC-30	\$780 / ton			AC-5	\$805 / ton		
RC-250	\$720 / ton						

**Recent changes in D/BOT specifications have limited the use of certain lighter blend stocks in all asphalt grades. This has resulted in higher replacement costs for suitable lower viscosity alternatives used in these products.

**The products listed are subject to availability and daily rack prices may change at any time. We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your area.

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126)

Corpus Christi / Brownsville -- Johnie Goodman (361-442-3909) / Rick Rodgers (361-815-8982)

Thank You

Sidney Pujol
 Sr. Mgr. - Gulf Coast Asphalt Marketing
 225-603-3602 - Phone
 210-370-4455 - Fax
sidney.pujol@valero.com

CC: Michael Worth - VMSC Executive Director - Asphalt Marketing And Supply



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

August 7, 2018

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Extension I
Approved by City Council on August 6, 2018

Dear Mr. Bryan,

This is to inform you that the contract renewal for FY17-049 was approved by the City Council on August 6, 2018. The term of this contract shall be for a period of one year. All commodities 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.

Contract Pricing:

Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	\$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	\$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	\$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	\$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	\$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	\$ 51.07

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: Ramon Chavez, Executive Director of Public Services

Staff Source: John Orfila Jr., Public Works Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contract FY17-049 to the low bidder, Anderson Columbia, Lake City, Florida, in an amount up to \$3,000,000.00 for the purchase of black base and asphalt hot mix used for street paving projects. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. This is the first of four extension periods. There was a price increase during the last extension period. Funding is available in the Public Works construction project budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/7/17

BACKGROUND

Current pricing is for the purchase of black base and asphalt hot mix used in street paving, street construction, and general repair projects for all City departments. Pricing reflects materials F.O.B. picked up by City trucks and delivery by the vendor. Price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). There was a price increase during the last extension period. This is the first of four extension periods. The base price shall be the OPIS average rack price for the Laredo area.

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.

Price Summary:

		Anderson Columbia	Price Increase/Decrease
Section	Description	Unit Price/Ton	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	\$ 50.50	\$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	\$ 53.00	\$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	\$ 53.50	\$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	\$ 52.50	\$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	\$ 48.50	\$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	\$ 48.00	\$ 51.07
	Number of tons per cubic yard	1.4 Tons	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
Account #: 101-2730-532-3014
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY17-049
Contract FY17-049



**City of Laredo
Purchasing Division
Renewal Notice**

July 11, 2018

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Contract FY17-049
Renewal Extension I

Dear Mr. Bryan,

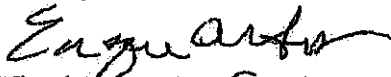
A contract was awarded to your company on 8/07/17. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Current Contract Pricing

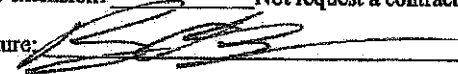
Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	\$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	\$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	\$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	\$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	\$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	\$ 51.07

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,


Miguel A. Pescader *for*
Purchasing Agent

Xc: Purchasing File

Emperor Services, LLC	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	_____
Print Name: Berry O'Bryan	_____
Date: 7/12/18	_____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



**City of Laredo
Purchasing Division
Renewal Notice**

July 11, 2018

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Contract FY17-049
Renewal Extension I

Dear Mr. Bryan,

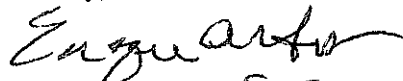
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Current Contract Pricing

Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	\$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	\$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	\$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	\$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	\$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	\$ 51.07

Please indicate your desire to request a contract extension. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,


Miguel A. Pescador *for*
Purchasing Agent

Xc: Purchasing File

Emperor Services, LLC
Request a contract extension: _____ Not request a contract extension: _____
Authorized Signature: _____
Print Name: _____
Date: _____



Anderson Columbia Co., Inc.

May 29, 2018

City of Laredo Att: City Engineer,
Public Works Director,
Purchasing Division

RE: Public Works

Material

This is to inform you that due to increases in oil required to manufacture material in the contract with public works we find it necessary to increase our price of Hot Mix.

The following is our price breakdown:

The price increase of asphalt oil (PG 64-22) from \$345/ton to \$395/ton=\$50/ton

Item	Price
1 Hot Mix	\$49.02 @4.1%X \$50.00 = \$2.05 = \$51.07/ton

effective June 1, 2018

Richard M Leyendecker
(956)740.5991



May 25, 2018

To: Our Valued Asphalt Customers

Effective June 1, 2018 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

PG54-22	\$385 / ton	PG54-22	\$385 / ton	PG54-22	\$385 / ton	PG54-22	\$385 / ton
PG70-22S	\$495 / ton	PG70-22S	\$495 / ton	PG70-22S	\$495 / ton	PG70-22S	\$495 / ton
PG76-22S	\$545 / ton	PG76-22S	\$545 / ton	PG76-22S	\$545 / ton	PG76-22S	\$545 / ton
PG58-28	\$425 / ton	PG58-28	\$425 / ton	PG58-28	\$425 / ton	PG58-28	\$425 / ton
AC-15P	\$530 / ton	AC-15P	\$530 / ton	AC-15P	\$530 / ton	AC-15P	\$530 / ton
AC-20XP	\$530 / ton	AC-20XP	\$530 / ton	AC-20XP	\$530 / ton	AC-20XP	\$530 / ton
AC-8.5	\$485 / ton	AC-8.5	\$485 / ton	AC-8.5	\$485 / ton	AC-8.5	\$485 / ton
AC-3	\$445 / ton	AC-3	\$445 / ton	AC-10	\$445 / ton	AC-10	\$445 / ton
AC-5	\$445 / ton	AC-5	\$445 / ton	MC-30	\$720 / ton	MC-30	\$720 / ton
AC-10	\$425 / ton	AC-10	\$425 / ton	RC-250	\$660 / ton	RC-250	\$660 / ton
MC-30	\$720 / ton	MC-30	\$720 / ton				
RC-250	\$660 / ton	RC-250	\$660 / ton				

**The products listed are subject to availability and daily rack prices may change at any time. We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your area.

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126)

Corpus Christi – Johnie Goodman (361-442-3909)

Thank You

Sidney Pujol
 Sr. Mgr. - Gulf Coast Asphalt Marketing
 225-603-3602 - Phone
 210-370-4455 - Fax
sidney.pujol@valero.com

CC: Michael Worth – VMSC Executive Director - Asphalt Marketing And Supply



ANDERSON COLUMBIA CO., INC.

21202 FM 1472 Mines Road • Laredo, TX 78045

Office: (956) 726-9819 • Fax: (956) 724-8372

Feb.16.2018

City of Laredo
Att: City Engineer,
Public Works Director,
Purchasing Division

RE: Public Works Material

This is to inform you that due to increases in oil required to manufacture material in the contract with public works we find it necessary to increase our price of Hot Mix.

The following is the price breakdown:

The price increase of asphalt oil (PG 64-22) from \$320.00/ton to \$345.00/ton= \$25.00/ton

<u>Item</u>	<u>price</u>				
I	Hot Mix	\$48.00/ton	@4.1%X	\$25.00 = \$1.025/ton=	\$49.025TON

Effective Feb. 16,2018

Richard M. Leyendecker



May 12, 2017

To: Our Valued Asphalt Customers

Effective May 16, 2017 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

PG64-22	\$320 / ton	PG64-22	\$320 / ton	PG64-22	\$320 / ton	PG64-22	\$320 / ton
PG70-22S	\$420 / ton	PG70-22S	\$420 / ton	PG70-22S	\$420 / ton		
PG76-22S	\$470 / ton	PG76-22S	\$470 / ton	PG76-22S	\$470 / ton		
PG58-2B	\$320 / ton	AC-6	\$320 / ton	PG58-2B	\$320 / ton		
AC-15P	\$465 / ton	AC-10	\$385 / ton	AC-15P	\$465 / ton		
AC-20XP	\$465 / ton	RC-30	\$645 / ton	AC-20XP	\$465 / ton		
AC-0.5	\$330 / ton			AC-0.5	\$330 / ton		
AC-3	\$370 / ton			AC-10	\$345 / ton		
AC-5	\$345 / ton			RC-30	\$645 / ton		
AC-10	\$345 / ton			RC-250	\$585 / ton		
RC-30	\$645 / ton						
RC-250	\$585 / ton						

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Corpus Christi -- Johnie Goodman (361-442-3909)

Thank You

Sidney Pujol
 Sr. Mgr. - Gulf Coast Asphalt Marketing
 225-603-3602 - Phone
 210-370-4455 - Fax
sidney.pujol@valero.com

CC: Michael Worth - VMSC Executive Director - Asphalt Marketing And Supply



January 25, 2018

To: Our Valued Asphalt Customers

Effective February 1, 2018 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

PG64-22	\$345 / ton	PG64-22	\$345 / ton	PG64-22	\$345 / ton	PG64-22	\$345 / ton
PG70-22S	\$445 / ton	PG70-22S	\$445 / ton	PG70-22S	\$445 / ton		
PG76-22S	\$495 / ton	PG76-22S	\$495 / ton	PG76-22S	\$495 / ton		
PG58-28	\$345 / ton	PG58-28	\$345 / ton	PG58-28	\$345 / ton		
AC-15P	\$480 / ton	AC-15	\$370 / ton	AC-15P	\$480 / ton		
AC-20XP	\$480 / ton	AC-20	\$370 / ton	AC-20XP	\$480 / ton		
AC-8.5	\$355 / ton			AC-8.5	\$355 / ton		
AC-3	\$395 / ton			AC-10	\$370 / ton		
AC-5	\$370 / ton			MC-30	\$670 / ton		
AC-10	\$370 / ton			RC-250	\$610 / ton		
MC-30	\$670 / ton						
RC-250	\$610 / ton						

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 225-603-3602 - Phone
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sidney.pujol@valero.com

CC: Michael Worth - VMSC Executive Director - Asphalt Marketing And Supply

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ANDERSON COLUMBIA CO., INC.
Weslaco, TX United States

Certificate Number:
2017-247895

Date Filed:
08/10/2017

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

Date Acknowledged:
08/11/2017

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.

FY17-049 PUBLIC WORKS MATERIAL
ASPHALT TY D

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ANDERSON COLUMBIA CO., INC.
Weslaco, TX United States

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2017-247895

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08/10/2017

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CITY OF LAREDO

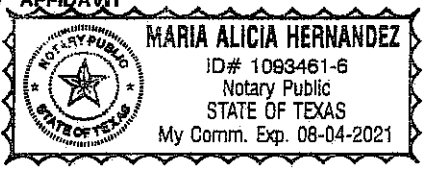
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY17-049 PUBLIC WORKS MATERIAL
ASPHALT TY D

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.

[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Maria A. Hernandez, this the 10th day of August, 2017 to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Mary Hernandez
Printed name of officer administering oath

Office Manager
Title of officer administering oath



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

August 8, 2017

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

Re: FY17-049 Public Works Materials
Approved by City Council on August 7, 2017

Dear Mr. Bryan,

This is to inform you that the contract FY17-049 was approved by the City Council on July 17, 2017. The term of this contract shall be for a period of one year. All commodities 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.

Contract Pricing:

Section	Description	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	\$ 50.50
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	\$ 53.00
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	\$ 53.50
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	\$ 52.50
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	\$ 48.50
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	\$ 48.00

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a 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: 08/07/2017

Initiated By: Robert Eads, Assistant City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer, John Orfila Jr., Public Works Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply contract FY17-049 to the low bidder, Anderson Columbia, Lake City, Florida, in an amount up to \$3,000,000.00 for the purchase of black base and asphalt hot mix used for street paving projects. Any price changes to this contract will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). All materials are purchased on an as needed basis utilizing the construction project budgets. This contract has four (4) extension periods, upon mutual agreement of the parties. Funding is available in the Public Works construction project budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Bids were accepted for awarding an annual contract for the purchase of black base and asphalt hot mix used in street paving, street construction, and general repair projects for all City departments. Bid pricing was requested on F.O.B. picked up by City trucks and delivery by the vendor. Staff has reviewed the two bids submitted and is recommending that a contract be awarded to the low bidder Anderson Columbia. Price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area.

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.

Price Summary:

		Anderson Columbia	Century Asphalt
Section	Description	Unit Price/Ton	Unit Price/Ton
I	Black Base FOB delivered to Public Works & Utilities Job Site	\$ 50.50	\$ 53.00
II	Asphalt Type "D" Hot-Mix hot laid delivered to Public Works & Utilities Job Site	\$ 53.00	\$ 55.75
III	Asphalt Type "D" Hot-Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	\$ 53.50	\$ 57.00
IV	Asphalt Type "D" Hot-Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	\$ 52.50	\$ 57.00
V	Asphalt Type "D" Hot-Mix, 1%, hot laid picked up by City Vehicles	\$ 48.50	\$ 49.00
VI	Asphalt Type "D" Hot-Mix, 1% w/RAP, hot laid picked up by City Vehicles	\$ 48.00	\$ 49.00
	Number of tons per cubic yard	1.4 Tons	1.6 Tons

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2017
Budgeted Y/N?: Yes
Source of Funds:
Account #: 101-2730-532-3014

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY17-049

Contract

Bid Tabulation
 FY17-049
 Public Works Materials
 July 21, 2017 @ 3:00 P.M.

	Description	Anderson Columbia Lake City, FL 32056		Century Asphalt Houston, TX 77011	
		Unit Price	Total	Unit Price	Total
I	Black Base FOB delivered to Public Works and Utilites Job Site	2,000 \$	101,000.00 \$	53.00 \$	106,000.00 \$
II	Asphalt Type "D" Hot-mix, hot laid delivered to Public Works or Job Site	40,000 \$	2,120,000.00 \$	55.75 \$	2,230,000.00 \$
III	Asphalt Type "D" Hot-mix, 1% Lime hot laid delivered to Public Works or Job Site	40,000 \$	2,140,000.00 \$	57.00 \$	2,280,000.00 \$
IV	Asphalt Type "D" Hot-mix, 1% Lime with RAP hot laid delivered to Public Works or Site	20,000 \$	1,050,000.00 \$	57.00 \$	1,140,000.00 \$
	Number of tons per cubic yard		1.4 Ton's		1.6 Ton's

	Description	Anderson Columbia Lake City, FL 32056		Century Asphalt Houston, TX 77011	
		Unit Price	Total	Unit Price	Total
V	Asphalt Type "D" Hot-mix, 1% Lime hot laid picked up by City Vehicle	40,000 \$	1,940,000.00 \$	49.00 \$	1,960,000.00 \$
	Mileage factor for low bid determination at \$0.55.5/mile	40,000 \$	85,120.00 \$	8.276 \$	331,040.00 \$
	Low Bid Evaluation Criteria		Subtotal with mileage factor		\$ 2,291,040.00
	Low bid evaluation total amount		<u>\$ 2,025,120.00</u>		<u>\$ 2,291,040.00</u>
	Number of tons per cubic yard		1.4 Ton's		1.6 Ton's

	Description	Anderson Columbia Lake City, FL 32056		Century Asphalt Houston, TX 77011	
		Unit Price	Total	Unit Price	Total
VI	Asphalt Type "D" Hot-mix, 1% Lime with RAP hot laid picked up by City Vehicle	40,000 \$	1,920,000.00 \$	49.00 \$	1,960,000.00 \$
	Mileage factor for low bid determination at \$0.55.5/mile	40,000 \$	85,120.00 \$	8.276 \$	331,040.00 \$
	Low Bid Evaluation Criteria		Subtotal with mileage factor		\$ 2,291,040.00
	Low bid evaluation total amount		<u>\$ 2,005,120.00</u>		<u>\$ 2,291,040.00</u>
	Number of tons per cubic yard		1.4 Ton's		1.6 Ton's
	Lab Tests Reports Submitted		Yes		Yes



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**PUBLIC WORKS MATERIALS
PUBLIC WORKS 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 public works materials for the Public Works 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 20, 2017**; and all bids received will be opened and read publicly at **3:00 PM at the Office of the City Secretary on July 21, 2017**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Public Works Materials – Public Works Department
FY17-049**

Bids are to be mailed:

**City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston Street
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**

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 public works materials for the Public Works 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 20, 2017** and all bids received will be **opened** and read publicly on **July 21, 2017 at 3:00 PM.**

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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 21st DAY OF JUNE 2017.


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.

CITY OF LAREDO
PURCHASING DIVISION

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.

CITY OF LAREDO
PURCHASING DIVISION

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 by sections 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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)

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.

CITY OF LAREDO
PURCHASING DIVISION

**Formal Invitation for Bids
Public Works Materials**

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of public works materials for various departments. The needs of the City shall govern the amount of materials requested by the City during contract period. The City is requesting bids for the following material:

Black Base
Asphalt Type D

14.1 All questions for this bid shall be submitted in writing or by email no later than, July 6, 2017 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

16.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. Test designs shall be no older than one year.

Bids without a Certified Laboratory Test Report will not be considered.

16.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.

17.0 Cause for Termination of Contract

This materials contract may be terminated for any of the following reasons:

**CITY OF LAREDO
PURCHASING DIVISION**

- 17.1 The material supplied continuously fails four (4) times to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or
- 17.1.1 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound and Department of Utilities Compound, F.O.B., or
 - 17.1.2 Deliveries do not meet pre-set Department of Public Works or the Department of Utilities time schedules:
 - 17.1.3 A 24-hour advance notice will be allowed:
 - 17.1.3.1 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination.
 - 17.1.3.2 The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

18.0 Asphalt Stabilized Base Type B

18.1 Description

The City of Laredo is accepting bids to supply Asphalt Stabilized Base (Black base) for City Public Works Projects. It is estimated that the City will require approximately 12,000 tons of black base during this contract period. This item shall consist of base courses, to be composed of a compacted mixture of mineral aggregates and asphaltic materials mixed hot in a mixing plant in conformance with the Texas Department of Transportation. "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

18.2 MATERIALS

Asphaltic Materials:

Mixture - Asphalt for the mixture shall meet the requirements for AC-10, AC-20, or AC-40 asphalt. The grade of asphalt to be used will be approved by the Engineer after design tests have been made using the mineral aggregate approved for use in the construction of this item.

Mineral Aggregate:

Description: The material shall be crushed or un-crushed and screened as necessary to meet the requirements hereinafter specified and shall consist of durable coarse aggregate particles mixed with approved binding materials.

Asphalt Stabilized Mixture:

Paving Mixture: The mixture shall consist of a uniform mixture of mineral aggregate and asphaltic material. The mineral aggregate will conform to the gradation requirements as shown on the plans.

The exact percent asphaltic material in the mixture shall be 3.0 to 7.0 percent of the mixture by weight unless otherwise shown on the plans, or as approved by the engineer.

Tolerances:

Sample of the mixture placed in the field shall not vary from the approved mix design as follows: The sieve analysis from the job site sample shall not vary from the design by more than 5% on any individual or combination of sieves and still within master gradation limits and shall not vary from the asphalt content by more than 0.5 percent dry weight. Defective material will be replaced by the supplier at his expense or by the project contractor at a calculated or contracted cost and charged against the supplier.

19.0 Asphalt Type "D" Specifications

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Type "D" (Fine-Graded Surface Course)

- Bin No. 1 - Shall contain aggregates of which 85 to 100 percent will pass the No. 10 sieve.
- Bin No. 2 - Shall contain aggregates of which at least 70 percent will be such size as to pass the No. 4 Sieve and be retained on the No.10 sieve.
- Bin No. 3 - Shall contain aggregates of which at least 75 percent will be of such size as to pass the ½ inch sieve and be retained on the No. 4 sieve.

20.0 Asphalt Type "D" with 1% lime

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

CITY OF LAREDO
PURCHASING DIVISION

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 1% hydrated lime, unless otherwise shown on the plans.

Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid anti-stripping agent is used, add in accordance with Item 301, "Asphalt Anti-stripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

Addition of 1.0 percent Type "A" hydrated lime based on the dry weight of the aggregate is required. Lime addition shall be in accordance with Item 301. All moisture damage testing requirements contained in Item 301 shall remain in effect. Lime shall be added in dry form and in a suitable pug mill mixer. The material filler shall be proportioned into the mix by a vane meter or an equivalent measuring device acceptable to the City of Laredo. A hopper or other acceptable storage system shall be required to maintain a constant supply of mineral filler to the measuring device.

The measuring device for adding mineral filler shall be tied into the automatic plant controls so that the supply of mineral filler will be automatically adjusted to plant production and provide a consistent percentage to the mixture.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Manager.

21.1 Testing and Inspection

The City of Laredo shall require that a certified lab test report be submitted with the bid document for each of the asphalt materials being requested: asphalt and asphalt with 1% lime.

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

CITY OF LAREDO
PURCHASING DIVISION

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year.

Bids without a Certified Laboratory Test Report will not be considered. A certified test report is needed for both the Type "D" Hot mix with and without the 1% lime.

22.0 Asphalt Type "D" with 1% lime and Reclaimed Asphalt Pavement (RAP)

Reclaimed asphalt pavement materials are generated when asphalt pavements are removed during resurfacing. The RAP materials shall be provided by the City of Laredo.

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 1% hydrated lime, unless otherwise shown on the plans.

Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid anti-stripping agent is used, add in accordance with Item 301, "Asphalt Anti-stripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

**CITY OF LAREDO
PURCHASING DIVISION**

Addition of 1.0 percent Type "A" hydrated lime based on the dry weight of the aggregate is required. Lime addition shall be in accordance with Item 301. All moisture damage testing requirements contained in Item 301 shall remain in effect. Lime shall be added in dry form and in a suitable pug mill mixer. The material filler shall be proportioned into the mix by a vane meter or an equivalent measuring device acceptable to the City of Laredo. A hopper or other acceptable storage system shall be required to maintain a constant supply of mineral filler to the measuring device.

The measuring device for adding mineral filler shall be tied into the automatic plant controls so that the supply of mineral filler will be automatically adjusted to plant production and provide a consistent percentage to the mixture.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Manager.

23.1 Testing and Inspection

The City of Laredo shall require that a certified lab test report be submitted with the bid document for each of the asphalt materials being requested: asphalt and asphalt with 1% lime.

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year.

The City will accept a test report with RAP and with the 1% lime thirty days after a bid award for a design mix with City provided RAP.

24.0 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 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.

24.1 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.

**CITY OF LAREDO
PURCHASING DIVISION**

24.2 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Public Works and Utilities Departments.

25.0 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 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.

25.1 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.

26.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the **Laredo** area of those companies published in the **daily** publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. 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 mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

CITY OF LAREDO
PURCHASING DIVISION

27.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 1 working days from date of order.

Bidder's business hours: From: 6 a.m. to 6 p.m.

Days of week: 6

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

CITY OF LAREDO
PURCHASING DIVISION

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): Anderson Columbia Co., Inc.

Signature 
of person authorized to sign bid

Date 7/20/17

Print Name Berry O'Bryan
of person authorized to sign bid

Title: Texas Area Manager

Business Address: 2210 N. Vo-Tech Drive, P.O. Box 565

City, State, Zip Code: Weslaco, Texas 78599

Telephone Number: (956)969-4614

Fax Number: (956)968-0982

Contact Person Email Address: berry.obryan@andersoncolumbia.com

Federal Tax ID Number: 59-2871935

Bidders Principal/Corporate Place of Business Address: 871 NW Guerdon Street, Lake City, FL 32055

Indicated Status of Business:

Corporation Partnership Sole Proprietorship Other:

If other state business status: _____

State how long under its present business name: 29 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

None

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

CITY OF LAREDO
PURCHASING DIVISION

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 _____

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

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CITY OF LAREDO
PURCHASING DIVISION

30.0 Tab B Price Schedule

30.1 Asphalt Stabilized Base Type B (Job Site Delivery)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
I	Black Base, price per ton, F.O.B. delivered to Public Works and Utilities Department job site	2,000 tons	\$ <u>50.50</u>	\$ 101,000

List number of tons per cubic yard: 1.4

30.2 Asphalt Type "D" Hot Mix (Job Site Delivery)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
II	Type "D" Hot-mix, hot laid, F.O.B. Delivered to Public Works and Utilities Department job sites	40,000 tons	\$ <u>53.00</u>	\$ 2,120,000
III	Type "D" Hot-mix, 1% Lime, hot laid, F.O.B. Delivered to Public Works and Utilities Department job sites	40,000 tons	\$ <u>53.50</u>	\$ 2,140,000
IV	Type "D" Hot-mix, with RAP provided by the City of Laredo and 1% Lime, F.O.B. Delivered to Public Works and Utilities Department job sites	20,000 tons	\$ <u>52.50</u>	\$ 1,050,000

List number of tons per cubic yard: 1.4

Company Name: Anderson Columbia Co., Inc.

Owner/President Name: Joe H. Anderson, III

Company Address: P.O. Box 565

City, State, Zip Code: Weslaco, Texas 78599

Company Authorized Representative's Signature: 

Company Representative's Name: Berry O'Bryan

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

BO

CITY OF LAREDO
PURCHASING DIVISION

30.3 Asphalt Type "D" Hot Mix (Picked up by City Trucks)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
V	Type "D" Hot-mix, 1% Lime, hot laid, F.O.B. (local plant only) Plant, picked up by City Trucks	40,000 tons	\$ <u>48.50</u>	\$ 1,940,000
VI	Type "D" Hot-mix, with RAP provided by the City of Laredo and 1% Lime, F.O.B. (local plant only) Plant, picked up by City Trucks	40,000 tons	\$ <u>48.00</u>	\$ 1,920,000

List number of tons per cubic yard: 1.4

Special condition for F.O.B. plant pricing for Section V and VI:

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

Mileage from Public Works compound to the Vendors plant is 3.8 miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

COALE - Springfield - Delmar - FM 1472

Mileage is subject to verification by the City of Laredo.

Company Name: Anderson Columbia Co., Inc.

Owner/President Name: Joe H. Anderson, III

Company Address: P.O. Box 565

City, State, Zip Code: Weslaco, Texas 78599

Company Authorized Representative's Signature: 

Company Representative's Name: Berry O'Bryan

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Bo

CITY OF LAREDO
PURCHASING DIVISION

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

Handwritten initials

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Anderson Columbia Co., Inc.

7/20/17

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

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).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 **Name of person who has a business relationship with local governmental entity.**

Anderson Columbia Co., Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. N/A

(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 Code pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes N/A No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes N/A No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No N/A

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

7/20/17

Date

Bo

CITY OF LAREDO
PURCHASING DIVISION

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 Texas Area Manager of Anderson Columbia Co., Inc.
(a Partner or officer of the firm of, etc.)

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

Signature of:

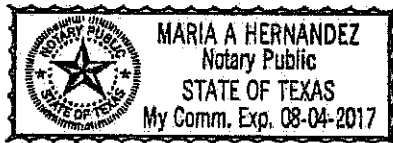
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 20th day of July 20 17

Notary Public

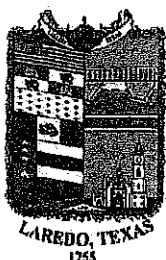
My commission expires:

08-04-2017



Bo

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: Berry M.I. Last: O'Bryan Suffix:

***2. Contract Information.**

a) Contract or project name: Public Works Materials-Public Works Department FY17-049

b) Originating department: Public Works Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Anderson Columbia Co., 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:

30

CITY OF LAREDO
PURCHASING DIVISION

***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 2.01 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 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.

20

CITY OF LAREDO
PURCHASING DIVISION

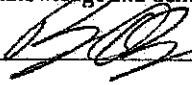
***Conflict of Interest Questionnaire (CIQ)**

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.

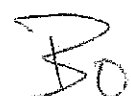
Your Name: Berry O'Bryan  Title: Texas Area Manager

Company Name or DBA: Anderson Columbia Co., In. Date: 7/20/17

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



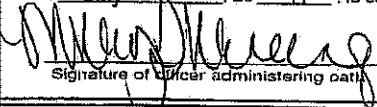
If necessary to mail, sent to:

City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579



**CITY OF LAREDO
PURCHASING DIVISION**

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. Anderson Columbia Co., Inc. Weslaco, TX			
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. FY 17-049			
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. <input checked="" type="checkbox"/>			
		I swear, or affirm, under penalty of perjury that the above disclosure is true and correct.	
		 _____ Signature of authorized agent of contracting business entity	
Sworn to and subscribed before me, by the said <u>Maria A. Hernandez</u> this the <u>20th</u> day of <u>July</u> 20 <u>17</u> to certify which, witness my hand and seal of office.			
 _____ Signature of officer administering oath		<u>Mary Hernandez</u> _____ Printed name of officer administering oath	
		<u>Office Manager</u> _____ 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

Handwritten initials: BO

CITY OF LAREDO
PURCHASING DIVISION

35.0 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 **July 20, 2017**; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 21, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Public Works Materials – Public Works Department
FY17-049**

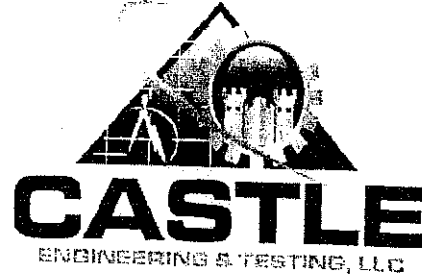
Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

BO

September 7, 2016

Mr. Richard Leyendecker, Jr.
Project Manager
Anderson Columbia Co., Inc.
21202 FM 1472
Laredo, Texas 78045



T: 956.724.6459
F: 956.717.3424
E: richard.leyendecker@andersoncolumbia.com

Re: 2016 Asphaltic Concrete Mix Design
General Plant Production
TxDOT 2014, Item 340
Type "B" Fine Base with Lime
Laredo, Webb County, Texas
Project No. 16M084 Report No. 006

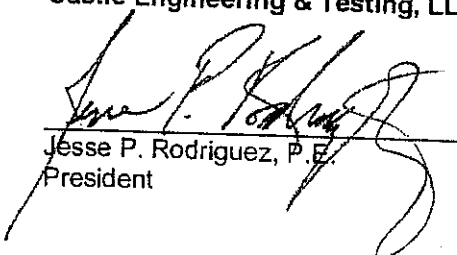
Dear Mr. Leyendecker;

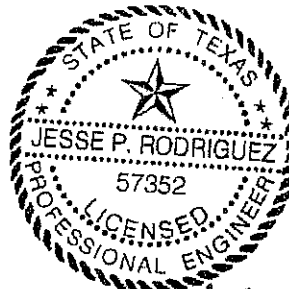
Castle Engineering & Testing, LLC (CET) is pleased to submit the enclosed asphaltic concrete mix design. We understand that the mix design will be utilized for general batch plant production for your Laredo and surrounding area customers.

We appreciate this opportunity to be of service and look forward in working with you in future projects. If you have any questions regarding our report, or if additional engineering services are needed, please do not hesitate to contact our office.

Respectively,

Castle Engineering & Testing, LLC


Jesse P. Rodriguez, P.E.
President



28. Sep. 16.

JMP/JPR-16M084-006



3302 Cuatro Vientos Drive, Suite No. 12
 Laredo, Texas 78046
 Phone 956 727 3530
 Fax 956 727 3384
 TBPE Registration No. F-10341

HOT MIX ASPHALTIC CONCRETE MIX DESIGN

Date:	September 9, 2016	Report No.:	16M084-006
Spec Item:	TxDOT 2014, Item 340	Tested/Sampled By:	Richard Leyendecker, Jr.
Mix Type:	Type "B" Fine Base w/Lime	Producer:	Anderson Columbia Co., Inc.

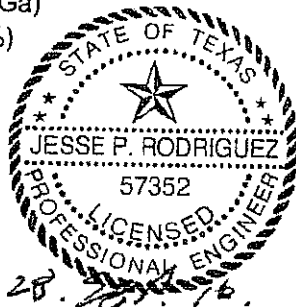
MATERIALS PROPERTIES

Aggregates:	Grade 2.....	20%	Asphalt Source:	VALERO
	Grade 3.....	12%	Asphalt Grade:	PG 64-22
	Grade 5.....	10%	Antistripping Additive:	1% Lime
	Grade 6.....	15%	Sand Equivalent:	62%
	Asphalt Sand.....	12%	Crushed Faces:	89%
	Recycled Asphalt Pavement...	30%		

Sieve Size	Aggregate Blend Percent Passing	TxDOT 2014, Item 340 Type "B" Fine Base w/Lime Percent Specified
1 1/2"	100.0	100
1"	100.0	98 - 100
3/4"	96.4	84 - 98
3/8"	73.6	60 - 80
No. 4	51.2	40 - 60
No. 8	38.4	29 - 43
No. 30	22.9	13 - 28
No. 50	17.4	6 - 20
No. 200	5.1	2 - 7

SUMMARY DESIGN DATA

	Actual Results	Specifications
Optimum Asphalt Content, (%)	4.4	---
Air Voids, (%)	3.5	---
Optimum Density, (%)	96.5	96.5
VMA, (%)	13.9	13.0 Min.
Theo. Max. Specific Gravity (Gr)	2.486	---
Bulk Specific Gravity (Ga)	2.399	---
HVEEM Stability, (%)	47	---



Report Distribution:
 Anderson Columbia Co., Inc.

Reviewed By:
 Jesse P. Rodriguez, P.E.

The test(s) were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is for the exclusive use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

TEXAS DEPARTMENT OF TRANSPORTATION

HMACP MIXTURE DESIGN : COMBINED GRADATION

Refresh Worksheet

SAMPLE ID: 16M084

LOT NUMBER: 6

SAMPLE STATUS: COUNTY: Webb

SAMPLED BY: RL, Jr.

SAMPLE LOCATION: Plant 14

MATERIAL CODE: Type "B" Fine Base

MATERIAL NAME: Type "B" PG 64-22

PRODUCER: Anderson Columbia Co., Inc.

AREA ENGINEER:

COURSE/LIFT: Surface

STATION:

PROJECT MANAGER:

DIST: FROM CL:

CONTRACTOR DESIGN #:

WMA Additive in Design? No

Target Discharge Temp., °F: 300

Maximum Allowable, %	
Frac RAP:	20.0
Unfine RAP:	10.0
RAS:	5.0
RB Ratio:	

Recycled Binder, %	
Bin No.8 :	0.0
Bin No.9 :	0.0
Bin No.10 :	0.0
Total	0.000

Ratio of Recycled to Total Binder, %	
(based on binder percent (%) submitted below in this worksheet)	0.0

Use this value in the OAC/RA template

Aggregate	AGGREGATE BIN FRACTIONS									
	Bin No.1	Bin No.2	Bin No.3	Bin No.4	Bin No.5	Bin No.6	Bin No.7	Bin No.8	Bin No.9	Bin No.10
Source:	limestone_Dolomite	limestone_Dolomite	limestone_Dolomite	limestone_Colony	Lightweight			Fractured RAP		
PR:	ICN	ICN	ICN	ICN	La Paria			AC Yard		
Number:	Grade 2	Grade 3	Grade 5	Grade 6	Asphalt Sant					
Producer:	ICN	ICN	ICN	ICN	Anderson Columbia Co., Inc.			Anderson Columbia Co., Inc.		
Sample ID:	Grade 2	Grade 3	Grade 5	Grade 6	Asphalt Sand			Fractured RAP		

Recycled Asphalt Binder (%)

Hydrated Lime?	Recycled Asphalt Binder (%)									
	20.0	12.0	10.0	15.0	12.0	1.0	Yes	100.0%	Combined Gradation	
Individual Bin (%)	20.0	12.0	10.0	15.0	12.0	1.0	Yes	30.0	% of Total Mix	% of Aggregate
Sieve Size:	Cum % Passing	Cum % Passing	Cum % Passing	Cum % Passing	Cum % Passing	Cum % Passing	Cum % Passing	Cum % Passing	Cum % Passing	Cum % Passing
1-1/2"	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
1"	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
3/4"	85.2	17.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
3/8"	23.6	4.7	33.9	4.1	99.9	10.0	99.9	15.0	97.8	11.7
No. 4	5.8	1.1	4.7	0.6	64.1	6.4	99.1	14.9	77.2	9.3
No. 8	3.8	0.8	2.6	0.3	28.5	2.9	87.2	13.1	66.6	8.0
No. 30	2.1	0.4	1.5	0.2	8.0	0.8	34.3	5.1	62.1	7.5
No. 50	1.4	0.3	1.2	0.1	4.7	0.5	22.6	3.4	50.4	6.0
No. 200	0.4	0.1	0.6	0.1	2.0	0.2	11.8	1.8	5.1	0.6
									4.4	1.3

(Bold/Italic) Not within specifications (Not within specifications- Residuals Zone) (Italic) Not cumulative

Lift Thickness, in:		Binder Substitution?		Binder Originally Specified:	PG 64-22
Asphalt Source:	Valero			Binder Percent, (%):	4.4
Antistripping Agent:				Asphalt Spec. Grav.:	1.021

Remarks:
Richard Leyendecker, Jr. LEVEL 2
Anderson Columbia Co., Inc.

Notes:

TEXAS DEPARTMENT OF TRANSPORTATION

HMACP MIXTURE DESIGN : SUMMARY SHEET

SAMPLE ID: 16M084	SAMPLE DATE: 09/07/2016
LOT NUMBER: 6	LETTING DATE: 09/12/2016
SAMPLE STATUS:	CONTROLLING CSJ:
COUNTY: Webb	SPEC YEAR: 2014
SAMPLED BY: RL, Jr.	SPEC ITEM: 340
SAMPLE LOCATION: Plant 14	SPECIAL PROVISION: SS3267 Type "B" Fine Base
MATERIAL CODE: Type "B" Fine Base	MIX TYPE: 340-DG-B
MATERIAL NAME: Type "B" PG 64-22	
PRODUCER: Anderson Columbia Co., Inc.	
AREA ENGINEER:	PROJECT MANAGER:
COURSE/LIFT: Surface	STATION:
	DIST. FROM CL:
	CONTRACTOR DESIGN #:

Target Density, %:	96.5
Number of Gyration:	

Note: This mix design requires an asphalt content of at least to meet the Maximum Ratio of Recycled to Total Binder requirement.

Asphalt Content (%)	Blinder Ratio (%)	Specific Gravity Of Specimen (G _s)	Maximum Specific Gravity (G _m)	Effective Gravity (G _e)	Theo. Max. Specific Gravity (G _t)	Density from Gt (Percent)	VMA (Percent)	Mixture Evaluation @ Optimum Asphalt Content	
								Indirect Tensile Strength (psi)	Hamburg Wheel Tracking Test
4.0	0.0	2.387	2.498	2.658	2.502	95.4	13.9		
4.5	0.0	2.402	2.483	2.663	2.483	96.7	13.8		
5.0	0.0	2.417	2.468	2.667	2.464	98.1	13.8		

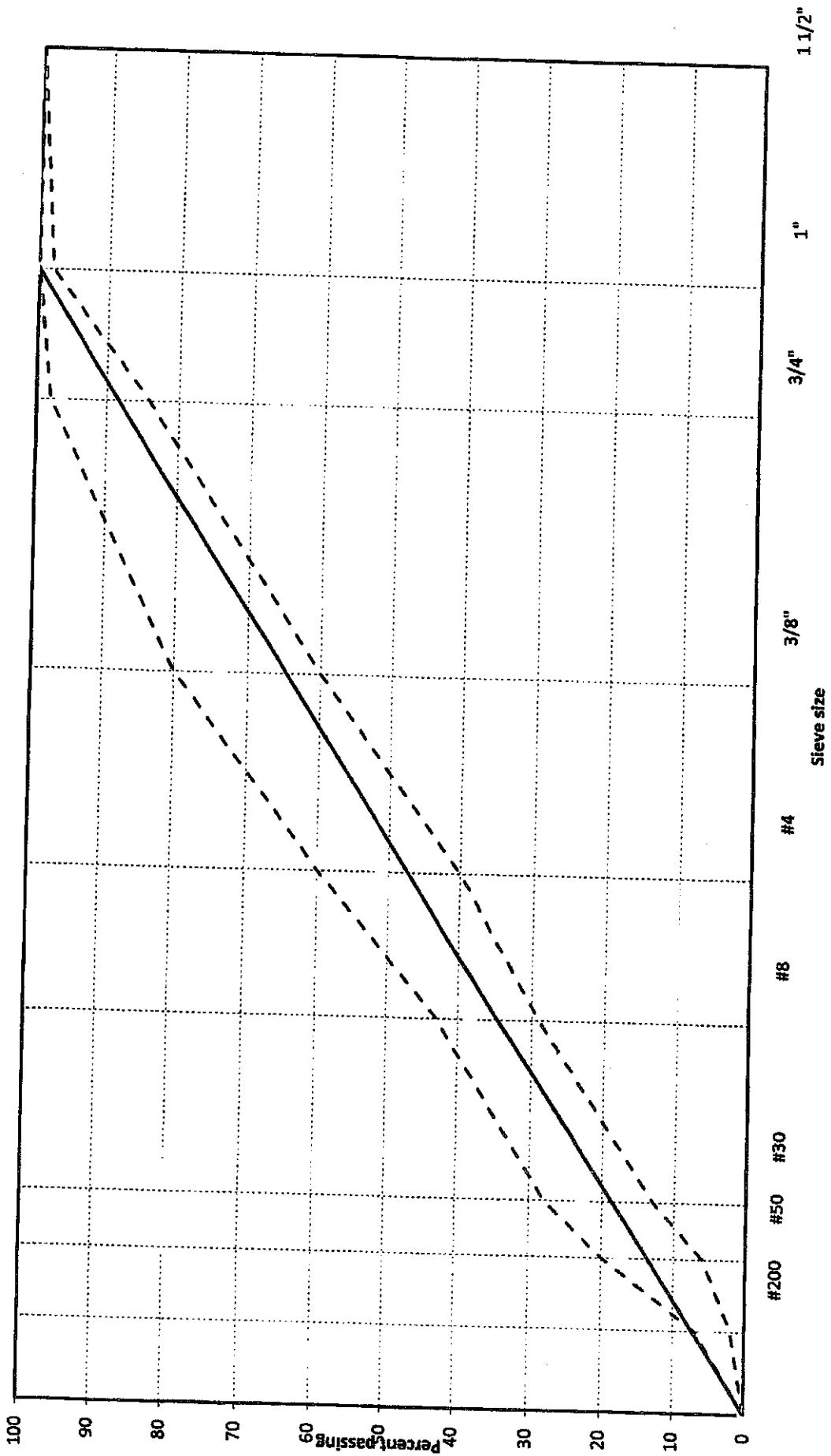
Effective Specific Gravity:	2.663
Optimum Asphalt Content:	4.4
Blinder Ratio @ OAC:	0.0
VMA @ Optimum AC:	13.9

Estimated Percent of Stripping, %:

Interpolated Values	
Specific Gravity (G _s):	2.399
Max. Specific Gravity (G _m):	2.486
Theo. Max. Specific Gravity (G _t):	2.486

Mixing Temp. °F:	
Molding Temp. °F:	

Remarks:



RECEIVED

APR 21 10 41 AM '52

CITY SECRETARY'S OFFICE

CITY OF ARLING CITY SECRETARY
COURTNEY WENTZ & COMPANY
CITY HALL, FIFTH FLOOR
ARLINGTON, TEXAS 76010
ARLINGTON, TEXAS 76010

CITY OF ARLING CITY, INC.

ARLINGTON, TEXAS 76010

ARLINGTON PUBLIC WORKS MATERIALS
ARLINGTON, TEXAS 76010



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**PUBLIC WORKS MATERIALS
PUBLIC WORKS 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 public works materials for the Public Works 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 20, 2017**; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 21, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Public Works Materials – Public Works Department
FY17-049**

Bids are to be mailed:

**City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston Street
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**

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 public works materials for the Public Works 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 20, 2017** and all bids received will be **opened** and read publicly on **July 21, 2017 at 3:00 PM.**

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WITNESS MY HAND AND SEAL, ON THIS 21st DAY OF JUNE 2017.



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 by sections 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. 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)

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
Public Works Materials

14.0 Scope of Work

The City of Laredo is requesting bids for awarding an annual contract for the supply of public works materials for various departments. The needs of the City shall govern the amount of materials requested by the City during contract period. The City is requesting bids for the following material:

Black Base
Asphalt Type D

- 14.1 All questions for this bid shall be submitted in writing or by email no later than, July 6, 2017 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

- 16.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. **Test designs shall be no older than one year.**

Bids without a Certified Laboratory Test Report will not be considered.

- 16.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.

17.0 Cause for Termination of Contract

This materials contract may be terminated for any of the following reasons:

CITY OF LAREDO
PURCHASING DIVISION

- 17.1 The material supplied continuously fails four (4) times to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or
- 17.1.1 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound and Department of Utilities Compound, F.O.B., or
 - 17.1.2 Deliveries do not meet pre-set Department of Public Works or the Department of Utilities time schedules:
 - 17.1.3 A 24-hour advance notice will be allowed:
 - 17.1.3.1 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination.
 - 17.1.3.2 The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

18.0 Asphalt Stabilized Base Type B

18.1 Description

The City of Laredo is accepting bids to supply Asphalt Stabilized Base (Black base) for City Public Works Projects. It is estimated that the City will require approximately 12,000 tons of black base during this contract period. This item shall consist of base courses, to be composed of a compacted mixture of mineral aggregates and asphaltic materials mixed hot in a mixing plant in conformance with the Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

18.2 MATERIALS

Asphaltic Materials:

Mixture - Asphalt for the mixture shall meet the requirements for AC-10, AC-20, or AC-40 asphalt. The grade of asphalt to be used will be approved by the Engineer after design tests have been made using the mineral aggregate approved for use in the construction of this item.

Mineral Aggregate:

Description: The material shall be crushed or un-crushed and screened as necessary to meet the requirements hereinafter specified and shall consist of durable coarse aggregate particles mixed with approved binding materials.

Asphalt Stabilized Mixture:

Paving Mixture: The mixture shall consist of a uniform mixture of mineral aggregate and asphaltic material. The mineral aggregate will conform to the gradation requirements as shown on the plans.

The exact percent asphaltic material in the mixture shall be 3.0 to 7.0 percent of the mixture by weight unless otherwise shown on the plans, or as approved by the engineer.

Tolerances:

Sample of the mixture placed in the field shall not vary from the approved mix design as follows: The sieve analysis from the job site sample shall not vary from the design by more than 5% on any individual or combination of sieves and still within master gradation limits and shall not vary from the asphalt content by more than 0.5 percent dry weight. Defective material will be replaced by the supplier at his expense or by the project contractor at a calculated or contracted cost and charged against the supplier.

19.0 Asphalt Type "D" Specifications

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Type "D" (Fine-Graded Surface Course)

- Bin No. 1 - Shall contain aggregates of which 85 to 100 percent will pass the No. 10 sieve.
- Bin No. 2 - Shall contain aggregates of which at least 70 percent will be such size as to pass the No. 4 Sieve and be retained on the No.10 sieve.
- Bin No. 3 - Shall contain aggregates of which at least 75 percent will be of such size as to pass the ½ inch sieve and be retained on the No. 4 sieve.

20.0 Asphalt Type "D" with 1% lime

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

CITY OF LAREDO
PURCHASING DIVISION

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 1% hydrated lime, unless otherwise shown on the plans.

Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid anti-stripping agent is used, add in accordance with Item 301, "Asphalt Anti-stripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

Addition of 1.0 percent Type "A" hydrated lime based on the dry weight of the aggregate is required. Lime addition shall be in accordance with Item 301. All moisture damage testing requirements contained in Item 301 shall remain in effect. Lime shall be added in dry form and in a suitable pug mill mixer. The mineral filler shall be proportioned into the mix by a vane meter or an equivalent measuring device acceptable to the City of Laredo. A hopper or other acceptable storage system shall be required to maintain a constant supply of mineral filler to the measuring device.

The measuring device for adding mineral filler shall be tied into the automatic plant controls so that the supply of mineral filler will be automatically adjusted to plant production and provide a consistent percentage to the mixture.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Manager.

21.1 Testing and Inspection

The City of Laredo shall require that a certified lab test report be submitted with the bid document for each of the asphalt materials being requested: asphalt and asphalt with 1% lime.

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

CITY OF LAREDO
PURCHASING DIVISION

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year.

Bids without a Certified Laboratory Test Report will not be considered. A certified test report is needed for both the Type "D" Hot mix with and without the 1% lime.

22.0 Asphalt Type "D" with 1% lime and Reclaimed Asphalt Pavement (RAP)

Reclaimed asphalt pavement materials are generated when asphalt pavements are removed during resurfacing. The RAP materials shall be provided by the City of Laredo.

These specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt.

Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications of Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified.

Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalt, Oils, and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 1% hydrated lime, unless otherwise shown on the plans.

Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid anti-stripping agent is used, add in accordance with Item 301, "Asphalt Anti-stripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

**CITY OF LAREDO
PURCHASING DIVISION**

Addition of 1.0 percent Type "A" hydrated lime based on the dry weight of the aggregate is required. Lime addition shall be in accordance with Item 301. All moisture damage testing requirements contained in Item 301 shall remain in effect. Lime shall be added in dry form and in a suitable pug mill mixer. The material filler shall be proportioned into the mix by a vane meter or an equivalent measuring device acceptable to the City of Laredo. A hopper or other acceptable storage system shall be required to maintain a constant supply of mineral filler to the measuring device.

The measuring device for adding mineral filler shall be tied into the automatic plant controls so that the supply of mineral filler will be automatically adjusted to plant production and provide a consistent percentage to the mixture.

Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Manager.

23.1 Testing and Inspection

The City of Laredo shall require that a certified lab test report be submitted with the bid document for each of the asphalt materials being requested: asphalt and asphalt with 1% lime.

Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be approved by the City Engineer prior to use.

Testing for the Atterberg Limits, Gradations, etc. shall be performed by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year.

The City will accept a test report with RAP and with the 1% lime thirty days after a bid award for a design mix with City provided RAP.

24.0 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 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.

24.1 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.

CITY OF LAREDO
PURCHASING DIVISION

24.2 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Public Works and Utilities Departments.

25.0 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 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.

25.1 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.

26.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the **Laredo** area of those companies published in the **daily** publication of Oil Price Information Service (OPIS). The base price shall be the **OPIS average rack price** for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. 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 mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

27.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are _____ working days from date of order.

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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 _____

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 Asphalt Stabilized Base Type B (Job Site Delivery)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
I	Black Base, price per ton, F.O.B. delivered to Public Works and Utilities Department job site	2,000 tons	\$	\$

List number of tons per cubic yard: _____

30.2 Asphalt Type "D" Hot Mix (Job Site Delivery)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
II	Type "D" Hot-mix, hot laid, F.O.B. Delivered to Public Works and Utilities Department job sites	40,000 tons	\$	\$
III	Type "D" Hot-mix, 1% Lime, hot laid, F.O.B. Delivered to Public Works and Utilities Department job sites	40,000 tons	\$	\$
IV	Type "D" Hot-mix, with RAP provided by the City of Laredo and 1% Lime, F.O.B. Delivered to Public Works and Utilities Department job sites	20,000 tons	\$	\$

List number of tons per cubic yard: _____

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."

**CITY OF LAREDO
PURCHASING DIVISION**

30.3 Asphalt Type "D" Hot Mix (Picked up by City Trucks)

Section	Description	Est. Qty.	Unit Price/Ton	Extended Total
V	Type "D" Hot-mix, 1% Lime, hot laid, F.O.B. (local plant only) Plant, picked up by City Trucks	40,000 tons	\$	\$
VI	Type "D" Hot-mix, with RAP provided by the City of Laredo and 1% Lime, F.O.B. (local plant only) Plant, picked up by City Trucks	40,000 tons	\$	\$

List number of tons per cubic yard: _____

Special condition for F.O.B. plant pricing for Section V and VI:

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

Mileage from Public Works compound to the Vendors plant is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

Mileage is subject to verification by the City of Laredo.

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."

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

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

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.

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 _____
(a Partner of officer of the firm of, etc.)

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

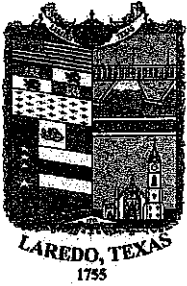
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20 _____.

Notary Public

My commission expires:

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: _____ 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:

**CITY OF LAREDO
PURCHASING DIVISION**

***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 2.01 of 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.

**CITY OF LAREDO
PURCHASING DIVISION**

***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

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. <input type="checkbox"/>				
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				

CITY OF LAREDO
PURCHASING DIVISION

35.0 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 July 20, 2017; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 21, 2017.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Public Works Materials – Public Works Department
FY17-049**

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
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



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

June 18, 2020

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

RE: FY17-049 Black Base & Asphalt hot mix Type D
Extension III

Dear Mr. Bryan,

A contract was awarded to your company on 08/07/17. This award provided for the possible extension of this contract for an additional one-year period with the same contract pricing. This is the third of four extensions periods.

Contract Pricing:

<u>Section</u>	<u>Description</u>	<u>Unit Price/Ton</u>
I	Black Base FOB delivered to Public Works & Utilities Job Site	\$50.50
II	Asphalt Type D Hot Mix hot laid delivered to Public Works & Utilities Job Site	\$53.00
III	Asphalt Type D Hot Mix, 1% lime, hot laid delivered to Public Works & Utilities Job Site	\$53.50
IV	Asphalt Type D Hot Mix, 1% lime w/RAP, hot laid delivered to Public Works & Utilities Job Site	\$52.50
V	Asphalt Type D Hot Mix, 1% hot laid picked up by City Vehicles	\$48.50
VI	Asphalt Type D Hot Mix, 1% w/RAP, hot laid picked up by City Vehicles	\$48.13

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

Xc: Purchasing File

Anderson Columbia

Request a contract extension: Not request a contract extension:

Authorized Signature:

Print Name: BERRY O'BRYAN

Date: 6-18-20



Anderson Columbia Co. Inc.

April 8th, 2020

City of Laredo ATT: City Engineer
Public Works Director
Purchasing Division

RE: Public Works – Asphalt Oil Price Decrease

To whom it may concern,

This is to inform you that due to decrease in price on oil required to manufacture Hot Mix Asphalt (HMA) in the contract with public works, we find it necessary to decrease our price of Hot Mix.

Here is the price breakdown:

The asphalt oil (PG 64-22) price decreased from \$455.00/ton to \$325.00/ton = \$130.00/ton decrease.

Item	Price
Hot Mix TY "D"	\$53.59/ton @ 4.2% x \$130.00 = \$5.46 / TON Decrease

New HMA Price: \$53.59 – \$5.46 = \$48.13 / TON

Feel free to contact me if you have any further questions or concerns.

Thank you.

Sincerely,

Joseph Galindo
Project Manager

8114 State HWY 359
Laredo, TX 78043

p. (956) 726-9819
f. (956) 724-8372

www.Andersoncolumbia.com

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Riazul Mia, Assistant City Manager

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

SUBJECT

Consideration to award Contract FY20-069 to the low bidder, Anderson Columbia, Weslaco, Texas as the Primary Vendor in an annual amount up to \$200,000.00 and Century Asphalt, Houston, Texas as the secondary vendor in an annual amount up to \$100,000.00 for the purchase of tack coat emulsified asphalt oil used for street paving projects. All materials are purchased on an as needed basis utilizing the construction project budgets. This contract may be extended for three, additional one (1) year periods upon mutual agreement of the parties. Funding is available in the Public Works Department General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bid solicitations through Cit-E-Bid for awarding a contract for the purchase of tack coat emulsified asphalt materials used in street paving, street construction, and general repair projects for all City departments. Previous contract vendor rejected their second renewal. Bid pricing is requested on F.O.B. picked up by City trucks. Staff has reviewed the bids and is recommending that a contract be awarded to the low bidder Anderson Columbia as the Primary Vendor and Century Asphalt as the Secondary Vendor.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or

any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Price Summary:

Description	Anderson Columbia Unit Price	Century Asphalt Unit Price
Prime: Tack Coat (Emulsified Asphalt) F.O.B Plant Site, Picked up by City Trucks	\$ 5.50 per gal.	\$ 12.50 per gal.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 101-2730-532-3014
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 FY20-069



FY20-069 - Asphalt Emulsion Tack Coat Addendum 1

Anderson Columbia Co., Inc. Supplier Response

Event Information

Number: FY20-069 - Asphalt Emulsion Tack Coat Addendum 1
Title: Asphalt Emulsion Tack Coat - Public Works
Type: Request For Bid
Issue Date: 6/15/2020
Deadline: 7/6/2020 05:00 PM (CT)
Notes: Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please find MANUAL BID DROP-OFF PROCEDURES in the attachment tab and find instructions on Bid Openings at

<https://www.cityoflaredo.com/> and clicking on VIEW LIVE OPENINGS. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: John Orfila, Jr.
Address: Public Works Department
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (795) 2500
Email: jorfila@ci.laredo.tx.us

Anderson Columbia Co., Inc. Information

Address: 2210 Vo-Tech Drive
P.O. Box 565
Weslaco, TX 78599
Phone: (956) 969-4614

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

Berry O'Bryan

Signature

Submitted at 7/2/2020 3:22:38 PM

mary.hernandez@andersoncolumbia.com

Email

Requested Attachments

Conflict of Interest Form

CIQ FORM.pdf

Only if vendor needs to address if there is a conflict of interest, then CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form

AFFIDAVIT.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties

FORM 1295.pdf

Form 1295 is to be submitted upon award of bid.

Response Attachments

SS-1H Data Sheet.pdf

SS-1H Data Sheet

Bid Attributes

1	Award by Total This contract will be awarded by total to the lowest responsive responsible bidder, primary and secondary vendors in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input type="text" value="Yes"/>
2	Acknowledgement of Addendum #1 Addendum No. 1 Ref: Bid: FY20-069 - Asphalt Emulsion Tack Coat - Public Works To All Interested Vendors: Please note the following modifications to the Bid : Extended Response deadline: July 6, 2020 , 5:00 P.M. and all submitted bids received will be opened and publicly acknowledged at 1:00 P.M. on July 7, 2020. Section 4.1. Refer to latest TxDOT Test Report Attachment A.1 - Addendum 1 <input type="text" value="I acknowledge Addendum #1"/>
3	Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof,

they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave, Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded 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

4 Insurance Terms and Conditions

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

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

I agree my insurance meets minumum requirements

5 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

6 Contract Requirements

1. CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided,

<https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

7 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

8	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid
	ANDERSON COLUMBIA CO., INC., BERRY O'BRYAN, TEXAS AREA MANAGER
9	State how long under has the business been in its present business name
	32 YEARS
10	If applicable, list all other names under which the Business identified above operated in the last five years
	NONE
11	State if the Company is a certified minority business enterprise
	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
12	Questions Part 1
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	NO
13	Questions Part 2
	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
	NO
14	State if the Company is a certified minority business enterprise
	This company is not a certified minority business
15	Conflict of Interest Disclosure
	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm . The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

16 **Conflict of Interest Questionnaire Form CIQ**
For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 **Conflict of Interest Questionnaire**
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.

18 **Disclosure Form**
For details on use of this form, see Section 4.01 of the City's Ethics Code.

19 **This is a**

20 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

21 **Question 2. Contract Information**
Please include the following: a)Contract or Project Name b)Originating Department

22 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

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.**

24 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**
If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

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

26 **Question 5. List any individuals or entities that will be subcontractors on this contract**
If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

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

28 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**
If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

29 **Question 7. Disclosure of political contributions**
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner 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 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)

30 **Question 7. Disclosure of political contributions**
If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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

32 **Question 8. Disclosure of Conflict of Interest**
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

33 **8. Disclosure of Conflict of Interest**
If you selected I am aware of conflict of interest is question 8, please list them in this section.

34 **Question 9. Updates Required**
 I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

35 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**
 I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

36 **Question 11. Conflict of Interest Questionnaire (CIQ)**
 Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

37 **Question 11. Oath**
 Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

38 **Question 12. Oath**
 I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Bid Lines

1 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 Primary and Secondary Vendor an annual contract for the supply of public works materials 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: <https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx>. **Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please find MANUAL BID DROP-OFF PROCEDURES in the attachment tab. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on July 6, 2020 and all submitted bids received will be opened and publicly acknowledged at 1:00 P.M. on July 7, 2020, find instructions on Bid Openings at <https://www.cityoflaredo.com/> and clicking on VIEW LIVE OPENINGS.**

2 1.0 Scope of Work. The City of Laredo is requesting bids for awarding a Primary and Secondary vendor an annual contract for the supply of public works materials for various departments. The needs of the City shall govern the amount of materials requested by the City during contract period. The City is requesting bids for the following material: Asphalt Emulsion Tack.

3 2.0 General Conditions

2.1 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.

2.2 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.

2.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

2.4 Vendor will be responsible for providing all safety warning signs advising the public of work in progress. In addition, when vendor employees are working on street right of way areas, each employee must wear a safety vest.

2.5 The successful vendor must comply with all the insurance requirements.

2.6 Delivery to be made within 24 hours from request. If material cannot be delivered or picked up within stated time, the City of Laredo reserves the right to approach an alternate source until primary supplier can resume or start delivering materials. When using an alternate supplier, material will be purchased at competitive prices as approved by the City. The differences in cost, if any, may be charged against contracted supplier.

2.7 All quantities listed are estimates only and will be used for low bid determination. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council. The City of Laredo reserves the right to purchase more or less than quantities indicated. Bids will be requested F.O.B vendor's plant.

4 3.0 General Requirements

3.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. Test reports shall be no older than one year.

Bids without a Certified Laboratory Test Report will not be considered.

3.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.

5 4.0 Material Specifications

4.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. **Refer to latest TxDOT Test Report Attachment A.1 - Addendum 1**

4.2 Temperature Adjustment. The successful bidder shall make adjustments and allowances to the volume of delivered material to compensate for a volume increase in temperature. Payment will be made for the measured amount at the point of delivery adjusted to standard US Gallons at 60 F. Bidders must state in their bid the manner in which such adjustment is to be made. Such correction and adjustment shall be shown on invoice billing to the City of Laredo.

6 5.0 Distribution & Delivery

5.1 City Vehicles will be dispatched to load these emulsion on an as need basis. The City has one, 1000 gallon tank truck and nine, pot patching trucks with 150 gallon tanks.

5.2 Refinery Laboratory Certificate must be submitted in duplicate with each delivery of material.

5.3 Special condition for F.O.B. plant pricing. For the purpose of low bid determination, a \$0.57.5 cents per mile charge will be added to the unit price for each mile from the Public Works compound to the vendor's plant. Failure to include this information may result in the vendor's bid not being considered for these materials.

5.4 Delivery is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.

5.5 All quantities listed are estimates only and will be used for low bid determination. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council. The City of Laredo reserves the right to purchase more or less that quantities indicated. Bids will be requested F.O.B vendor's plant and F.O.B. Job Site.

7 6.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are working days from date of order.

Item Attributes

1. Delivery

Tack Coat: within _____ hours after receipt of order.

N/A. THIS IS FOB TO THE PLANT

2. Bidder's business hours

From: _____ a.m. to _____ p.m. Days of week _____

7:00AM - 5:30PM MONDAY THRU FRIDAY

8 7.0 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. A primary and secondary vendor or vendors will be awarded this contract.

7.1 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.

7.2 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.

9 8.0 Term of Contract The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

8.1 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Public Works Department.

10 9.0 Price Adjustment. During the period of this contract, prices may increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. 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 request 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.

11 Tack Coat as per section 4.0 (Material Specifications) , picked up by City trucks

Quantity: <u>10000</u>	UOM: <u>Gallons</u>	Price: <input type="text" value="\$5.50"/>	Total: <input type="text" value="\$55,000.00"/>
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Item Notes: The City of Laredo reserves the right to increase by and additional 5,000 gallons picked up by city trucks before the end of the first contract period upon mutual consent of both parties. 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.

Supplier Notes:

Item Attributes

1. State product

State product being bid: _____

2. **Special Condition for F.O.B plant pricing

For the Purpose of low bid determination, there will be an estimate 60 pickups and a \$0.57.5 cents per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, Texas, 78041 to the vendor's plant.

Mileage from vendor's plant to the Public Works compound is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage :

**Formula: 60 (pickups) x \$0.57.5 cents (per mile) x _____ (mileage from vendor's plant to Public Works compound) = \$_____ (to be added to the extended total price for low bid determination purposes only).

***Mileage is subject to verification by the City of Laredo.

s5.1

Response Total: \$55,000.00

CITY OF LAREDO
PURCHASING DIVISION

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.

Anderson Columbia Co., Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

N/A

(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 N/A

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 N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No N/A

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

Signature of person doing business with the governmental entity

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.

Berry O'Bryan, Texas Area Manager
Name

Signature

6/24/2020
Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Berry O'Bryan

Being first duly sworn, deposes and says:

That he/she is Texas Area Manager of Anderson Columbia Co., Inc.
(a Partner or officer of the firm of, etc.)

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

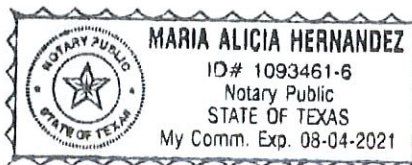
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 24th day of June 2020.

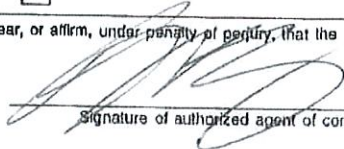
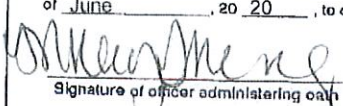
Notary Public

My commission expires:

08-04-2021



**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Anderson Columbia Co., Inc.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. N/A			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. N/A			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
	N/A		
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>			
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 <u>Berry O'Bryan</u> , this the <u>24th</u> day of <u>June</u> , 20 <u>20</u> , to certify which, witness my hand and seal of office.			
 Signature of officer administering oath		Mary Hernandez Printed name of officer administering oath	Office Manager Title of officer administering oath
ADD ADDITIONAL PAGES AS NECESSARY			

1. Identification

Product identifier SS-1H
Other means of identification None.
Recommended use Road Surface Seal
Recommended restrictions None known.
Manufacturer/Importer/Supplier/Distributor information
Manufacturer: Ergon Asphalt & Emulsions, Inc.
Address: 2829 Lakeland Drive
 Jackson, MS 39232
Website: www.ergonasphalt.com
Telephone: 1-800-222-7122 (Customer Service)
E-mail: sds@ergon.com
24 hour Emergency (CHEMTREC): North America 1-800-424-9300; International 1-703-527-3887

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Not classified.
Environmental hazards Not classified.
OSHA defined hazards Not classified.

Label elements

Hazard symbol None.
Signal word None.
Hazard statement The mixture does not meet the criteria for classification.
Precautionary statement
Prevention Observe good industrial hygiene practices.
Response Wash hands after handling.
Storage Store away from incompatible materials.
Disposal Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information Not applicable.

3. Composition/information on ingredients
Mixtures

Chemical name	Common name and synonyms	CAS number	%
ASPHALT		8052-42-4	50 - 70
WATER		7732-18-5	30 - 50
PROPRIETARY INGREDIENTS		N/A	< 5
Other components below reportable levels			0.06

4. First-aid measures

Inhalation If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact If clothing sticks to the skin, do not remove. Lotion or hand cream may aid in the removal of asphalt. Wash contact areas with soap and water. If needed, seek medical attention.
Eye contact Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation develops and persists.

Ingestion	Rinse mouth. DO NOT induce vomiting. Get medical attention immediately. If ingestion of a large amount does occur, call a poison control center immediately.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Water. Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed:
Special protective equipment and precautions for firefighters	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. Structural firefighters protective clothing will only provide limited protection.
Fire fighting equipment/instructions	ALWAYS stay away from tanks engulfed in flame. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do so without risk. In the event of fire, cool tanks with water spray.
Specific methods	In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	This product is miscible in water. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Prevent entry into waterways, sewer, basements or confined areas. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Ventilate area and avoid breathing vapors or mist. For large spills, dike far ahead of liquid spill for later disposal. Do not release into sewers or waterways.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Avoid prolonged exposure. Use only in well-ventilated areas. Hydrogen sulfide, a very highly toxic gas, may be present with this material. Keep face clear of tank and/or tank car openings. Good personal hygiene is necessary. Wash hands and contaminated areas with water and soap before leaving the work site.
Conditions for safe storage, including any incompatibilities	Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in original tightly closed container. Store in a well-ventilated place. Do not allow material to freeze.

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	TWA	0.5 mg/m ³	Inhalable fume.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	Ceiling	5 mg/m ³	Fume.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Provide adequate ventilation, including appropriate local extraction, to ensure that the defined occupational exposure limit is not exceeded.

Individual protection measures, such as personal protective equipment

Eye/face protection

Wear safety glasses with side shields (or goggles).

Skin protection

Hand protection

Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.

Other

Wear appropriate chemical resistant clothing.

Respiratory protection

Not available.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Viscous liquid

Physical state

Liquid.

Form

Liquid.

Color

Brown to Black

Odor

Tar-like

Odor threshold

Not available.

pH

9.6 - 10.6

Melting point/freezing point

Not available.

Initial boiling point and boiling range

>= 212 °F (>= 100 °C)

Flash point

> 212.0 °F (> 100.0 °C) Cleveland Open Cup

Evaporation rate

<= 1

Flammability (solid, gas)

Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)

Not available.

Flammability limit - upper (%)

Not available.

Explosive limit - lower (%)

Not available.

Explosive limit - upper (%)

Not available.

Vapor pressure

< 20 mm Hg @ 70°F

Vapor density

>= 1

Relative density

Not available.

Solubility(ies)

Solubility (water)

Not available.

Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	> 700 °F (> 371.11 °C)
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Specific gravity	1.01

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport
Chemical stability	Stable under normal temperature conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Avoid temperatures exceeding the flash point. Contact with incompatible materials. Do not overheat product.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Upon decomposition, this product may yield sulfur dioxide, carbon monoxide, carbon dioxide and/or low molecular weight hydrocarbons. Hydrogen sulfide.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	May be irritating to eyes.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not available.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Irritating to eyes.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	May cause skin disorders if contact is repeated or prolonged.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity Risk of cancer cannot be excluded with prolonged exposure.

IARC Monographs. Overall Evaluation of Carcinogenicity

ASPHALT (CAS 8052-42-4) 2B Possibly carcinogenic to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not available.
Chronic effects	Prolonged exposure may cause chronic effects.
Further information	This product has no known adverse effect on human health.

12. Ecological information

Ecotoxicity Not expected to be harmful to aquatic organisms.

Product	Species	Test Results
SS-1H		
Aquatic		
Crustacea	EC50 Daphnia	57650 mg/l, 48 hours estimated

* Estimates for product may be based on additional component data not shown.

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Disposal recommendations are based on uncontaminated material. Dispose in accordance with all applicable regulations. When this product as supplied is to be discarded as waste, it does not meet the definition of a RCRA waste under 40 CFR 261.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code Not applicable.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions). Avoid discharge into water courses or onto the ground.

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

15. Regulatory information

US federal regulations All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

ASPHALT (CAS 8052-42-4) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

WARNING: This product contains a chemical known to the State of California to cause cancer.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 09-01-2016

Revision date 10-30-2019

Version # 03

NFPA ratings Health: 2
Flammability: 1
Instability: 0

References ACGIH
EPA: AQUIRE database
NLM: Hazardous Substances Data Base
US. IARC Monographs on Occupational Exposures to Chemical Agents
IARC Monographs. Overall Evaluation of Carcinogenicity
National Toxicology Program (NTP) Report on Carcinogens
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

Disclaimer The information provided in this Safety Data Sheet is correct to the best of our knowledge information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. The information in the sheet was written based on the best knowledge and experience currently available.

Revision information Product and Company Identification: Product and Company Identification
Hazard(s) identification: Response
Hazard(s) identification: Prevention
Hazard(s) identification: Hazard statement
Composition / Information on Ingredients: Disclosure Overrides
Physical & Chemical Properties: Multiple Properties
Toxicological information: Eye contact
Toxicological information: Eye contact
Regulatory Information: United States

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Stephen R. Geiss, Solid Waste Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-056 to sole bidder TAMCO Services, Laredo, TX in the estimated amount of \$184,336.00 (\$92,168.00 annually) for the disposal of freon for refrigerators and window A/C units for the Solid Waste Department. This service is to comply with the Texas Commission on Environmental Quality (TCEQ) regulations and guidelines to properly dispose of freon by certified technicians. The original term of the contract is for two (2) years, subject to future appropriations; this contract has options to renew one (1) additional two (2) year term upon mutual agreement and contingent upon the availability of appropriated funds. Funding is available in the Solid Waste Fund.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Consideration to award contract FY20-056 to sole bidder TAMCO Services, Laredo, TX in the estimated amount of \$184,336.00 (\$92,168 annually) for the disposal of freon for refrigerators and window A/C units for Solid Waste. This service is to comply with the Texas Commission on Environmental Quality (TCEQ) regulations and guidelines to properly dispose of freon by certified technicians. The original term of the contract is for two (2) years with option to renew an additional one (1) two (2) year term upon mutual agreement and contingent upon the availability of appropriated funds. Funding is available in the Solid Waste General Fund.

The City of Laredo Solid Waste Department formally requested proposals for this service through Cit-E-Bid. Only one vendor submitted a response: TAMCO Services from Laredo, TX. The Solid Waste Department committee evaluated the vendor on the following criteria: Qualifications/Experience, Past Performance, Pricing and Local Service. Evaluation has been included in this motion for your review.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Solid Waste Fund
Account #: 556-2560-533.39-30
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

Request for Proposal
Bid Tabulation
TAMCO Proposal
Evaluation



FY20-056

Disposal of Freon from Refrigerators and Windows A/C Units for Solid Waste

Issue Date: 5/18/2020

Questions Deadline: 5/28/2020 12:00 PM (CT)

Response Deadline: 6/8/2020 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Jose "Wicho" Tijerina

Address: Solid Waste

6219 HWY 359

Laredo, TX 78044

Phone: (956) 795-2510

Email: jtijerina@ci.laredo.tx.us

Event Information

Number: FY20-056
Title: Disposal of Freon from Refrigerators and Windows A/C Units for Solid Waste
Type: Request For Proposal
Issue Date: 5/18/2020
Question Deadline: 5/28/2020 12:00 PM (CT)
Response Deadline: 6/8/2020 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.

Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver RFP, please see instructions below:

MANUAL BID DROP-OFF PROCEDURES NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m. 1. Please make sure that the bid is in a sealed envelope marked with the following: • Name of Bid • Name of Company submitting Bid • Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to timestamp the envelope, make a copy of it and bring it back to you.
Thank you for your understanding and help at this time of trying to stay healthy and safe.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

CIQ Form.pdf

Conflict of Interest Questionnaire

[Download](#)

Form_1295- _Certificate_of_Interested_Parties.pdf

[Download](#)

Certificate of Interested Parties

Non-Collusive_Affidavit_Form.pdf

[Download](#)

Non-Collusive Affidavit Form

FY20-056 NTB.pdf

[Download](#)

Notice to Bidders

Requested Attachments

Proposal

(Attachment required)

Include your proposal as specified in section 4.0

Non-Collusive Affidavit Form

(Attachment required)

Form must be notarized and submitted as part of your bid to be considered complete.

Form 1295 Certificate of Intersted Parties

This form must be submitted by the vendor through the Texas Ethics Commission website within 10 days of award of bid.

Bid Attributes

1 Award by Best Value

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

I agree

(Required: Check if applicable)

2 Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time,

the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions
(Required: Check if applicable)

3 Insurance Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

(Required: Check if applicable)

4 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of 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 Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

8	State how long under has the business been in its present business name
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

9	If applicable, list all other names under which the Business identified above operated in the last five years
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	<i>(Required: Maximum 4000 characters allowed)</i>

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?
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	<i>(Required: Maximum 4000 characters allowed)</i>

1
2 **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?

(Required: Maximum 4000 characters allowed)

1
3 **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)

1
4 **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.

1
5 **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.

1
6 **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)

1
7 **Disclosure Form**
For details on use of this form, see Section 4.01 of the City's Ethics Code.

1
8 **This is a**
 New Submission Correction Update to previous submission
(Required: Check only one)

1
9 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

(Required: Maximum 1000 characters allowed)

2
0 **Question 2. Contract Information**
Please include the following: a)Contract or Project Name b)Originating Department

(Required: Maximum 4000 characters allowed)

2
1 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

(Required: Maximum 4000 characters allowed)

2
2 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**
 Not Applicable It applies to my business
(Required: Check only one)

**2
3** **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.

(Optional: Maximum 4000 characters allowed)

**2
4** **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable It applies to my business

(Required: Check only one)

**2
5** **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.

(Optional: Maximum 4000 characters allowed)

**2
6** **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)

**2
7** **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.

(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 political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

(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 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)

3 3	<p>Question 9. Updates Required</p> <p>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.</p> <p><input type="checkbox"/> I have read and understand this section <i>(Required: Check if applicable)</i></p>
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3 4	<p>Question 10. No Contract with City Officials or Staff during Contract Evaluation</p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input type="checkbox"/> I have read and understand this section <i>(Required: Check if applicable)</i></p>
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3 5	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>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.</p> <p><input type="checkbox"/> I have acknowledge that I have been advised <i>(Required: Check if applicable)</i></p>
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3 6	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
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3 7	<p>Question 12. Oath</p> <p>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.</p> <p><input type="checkbox"/> I swear or affirm information is correct <i>(Required: Check if applicable)</i></p>
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Bid Lines

1	<p>1.0 Scope of Work</p> <p>The City of Laredo Landfill Department is soliciting proposals for the recovery and removal of Freon (R-22,R-12,134A, R410a services and others that may apply) in items that are brought to the landfill for disposal. i.e. Refrigerators, evaporators, condensers, window units etc. Located at 6912 Hwy 359 78044.</p> <p>1.1 Project Specifications</p>
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The vendor will be called or be required to call on a weekly basis to see if there is anything needing service. All work must be done during working hours of the Landfill 8 am- 5 pm Monday thru Saturday. There is no guarantee on how many units will be available; the Landfill personnel dictate when it is necessary for recovery of units it is not based on a accumulated quantities.

2.0 Vendor Responsibilities

All Vendors must have a recovery machine and tanks for disposal of Freon. All work must be done by a certified technician and must carry his certification to handle, recover, remove Freon at all times while on the premises. Special arrangements can be made to revise or request a special work schedule. The arrangements requested must be previously approve by Landfill staff before the actual work is scheduled.

2.1 The vendor must acquire all the necessary construction work insurances, federal, state, and municipal construction permits as required prior to commencing any work.

2.2 The vendor is responsible to acquire all the equipment, labor, materials and related appurtenances needed to complete the project.

2.3 Any damage cause to the property, equipment, buildings by the contractor, their equipment and or their employees will be repaired or replaced by the Contractor at no cost to the City.

2.4 Project must be completed within a time frame approved by the landfill personnel. Any additional days requested must be previously approved by the city.

2.5 The vendor shall furnish all materials, equipment, supervision, traffic conveyances, and construction safety devices & equipment in accordance with all OSHA safety standards and rules. Technicians will be required to wear PPE as required by the City and TCEQ.

3.0 RFP Evaluation Criteria:

Proposals submitted will be evaluated using the following method.

Qualifications/Experience 25 points

Pricing 25 points

Past Performance 30 points

Local Service 20 points

Total Evaluation Points 100 points

4.0 Proposal Submittal: Proposals shall include the following information: Company Profile: Respondent shall provide a brief profile of their company; include designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or W/MBE business).

4.1 Qualifications/Experience: The respondent shall provide a narrative of the vendor's qualities and capabilities that demonstrates how the vendor will work with the City to fulfill the requirements of these services.

4.2 Past Performance: Indicate the number of freon removal service contracts that your company has performed during the past three years with governmental agencies.

4.3 Local Service: Provide your response time when a customer requests Freon removal services. How

soon are you able to provide service once you receive the service call?

4.4 Proposal: Response documents should provide a straightforward, concise description of the consultant's capabilities to satisfy the requirements and specification of the RFP and criteria. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

5.0 Award of Bid:

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

6.0 Location of this service is City of Laredo:

Solid Waste Services

6912 Hwy 359

Laredo, TX 78044

7.0 Contact Person

Jose "Wicho" Tijerina

Solid Waste Services

956-795-2510

jtijerina@ci.laredo.tx.us

8.0 Term of Contract-The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for one (1) additional two (2) year period. Should the vendor desire to extend the contract , it must do so by notifying the City in writing no later than sixty (60) days before the expiration of the prior term. Such notifications shall be effective upon actual receipt by the City. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 month, and shall be subject to and contingent upon appropriation of funding there of.

9.0 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council before the contract expiration date. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price. constitute a total breach of this contract, and shall be cause for termination. - In the event that a price increase is deemed excessive by the Purchasing Division, this contract will be canceled and new bids solicited.

10.0 The successful contractor shall be required to provide safety signs. -Contractor shall display professional behavior at all times. -Contractor is also responsible to inform employees or subcontractors of such professionalism. -Contractor shall keep area clean at all times and leave clean at the end of the day each day. -The contractor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory by City Inspection shall be redone at no additional cost to the City. -Awarded vendor is required to meet minimum insurance, Project requirements and maintain current and active all: building permits, certifications, licenses, other related permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

Supplier Notes: _____

Additional notes
(Attach separate sheet)

2

Furnish price per unit.

Please include mobilization, Material, disposal fee, labor, recovery fee, permits, labor, supervision and any other costs associated to complete this service.

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: There are no guaranteed quantities. The city cannot reasonably project its needs for these services which will be ordered by department as per needed basis. The quantities of services may vary within the contract period.

Additional notes
(Attach separate sheet)

Supplier Notes: _____

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature

Event Number	FY20-056	Organization
Event Title	Disposal of Freon from Refrigerators and W	Workgroup
Event Description	Bidders are strongly encouraged to submit t	Event Owner
Event Type	RFP	Email
Issue Date	5/18/2020 11:49:58 AM (CT)	Phone
Close Date	6/8/2020 05:00:00 PM (CT)	Fax

Responding Supplier	City	State	Response Submitted
TAMCO Services	Laredo	TX	6/8/2020 08:18:29 AM (CT)

Please note: Lines Responded and Response Total only includes responses to specification. No alternate r

City of Laredo Purchasing
City of Laredo Purchasing
Brenda Martinez
bmartinez2@ci.laredo.tx.us
(956) 794-1737
(956) 790-1805

Lines Responded	Response Total
2	\$75.00

Response data is included.

Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated
1	1.0Scope of Work The City of Laredo Landfill			1		
2	Furnish price per unit. Please include mobiliz			1	EA	

TAMCO Services	
----------------	--

Total Price	\$75.00
-------------	---------

Line #	Unit	Extended
1		
2	<u>\$75.00</u>	\$75.00

Line	Responding Supplier
------	---------------------

Line #	Att #	Attribute Name	Attribute Note	TAMCO Services
Header	1	Award by Best Value	Proposal will be awarded	I agree
Header	2	Terms and Conditions Rec	TERMS AND CONDITIONS	I Agree to the Term
Header	3	Insurance Terms and Con	INSURANCE REQUIREMEN	I agree my insuranc
Header	4	Disqualification & Debar	DISQUALIFICATION DEBA	I certify to the term
Header	5	Contract Requirements	1.CODE OF ETHICS ORDIN	I have read and unc
Header	6	Questionnaire Descriptio	"The undersigned affirms	
Header	7	Name of Offeror (Busines		TAMCO Services Ta
Header	8	State how long under has		3 years
Header	9	If applicable, list all other		N/A
Header	10	State if the Company is a	The below information is	
Header	11	Questions Part 1	1) Is any litigation pending	No
Header	12	Questions Part 2	1) Is the Business in arrea	No
Header	13	State if the Company is a		This company is not
Header	14	Conflict of Interest Disclo	A form disclosing potentia	
Header	15	Conflict of Interest Questi	For vendor or other persc	
Header	16	Conflict of Interest Questi	If vendor acknowledges th	I attest there is no c
Header	17	Disclosure Form	For details on use of this f	
Header	18	This is a		New Submission
Header	19	Question 1. Name of pers	Please include First Name	Tammy Ramirez
Header	20	Question 2. Contract Infor	Please include the followi	Disposal of freon fr
Header	21	Question 3. Name of indiv		TAMCO Services Ta
Header	22	Question 4. List any busin		Not Applicable
Header	23	Question 4. List any busin	If you selected Not Applic	
Header	24	Question 5. List any indivi		Not Applicable
Header	25	Question 5. List any indivi	If you selected Not Applic	
Header	26	Question 6. List any attor		Not Applicable
Header	27	Question 6. List any attor	If selected Not Applicable	
Header	28	Question 7. Disclosure of	List any campaign or offic	Not Applicable
Header	29	Question 7. Disclosure of	If you selected Not Applic	
Header	30	Updates on contributions	Information regarding cor	
Header	31	Question 8. Disclosure of	Are you aware of any fact	I am not aware of a
Header	32	8. Disclosure of Conflict o	If you selected I am aware	
Header	33	Question 9. Updates Requ	I understand that this for	I have read and unc
Header	34	Question 10. No Contract	I understand that a perso	I have read and unc
Header	35	Question 11. Conflict of Ir	Chapter 176 of the Local C	I have acknowledge
Header	36	Question 11. Oath	Please complete in this se	Tammy Ramirez, O
Header	37	Question 12. Oath	I swear or affirm that the	I swear or affirm int

Responding Supplier	Signature Full Name	Signature Email
TAMCO Services	Tammy Ramirez	tamcoservice@gmail.com

TAMCO SERVICES

2818 Concord Street, Laredo, TX 78043

OVERVIEW

TAMCO Services is pleased to submit this proposal to assist the City of Laredo landfill with its need for the recovery and removal of freon from appliances being brought to the landfill for disposal.

TAMCO Services is a sole proprietorship, based in Laredo, TX, which started on September 1st, 2017. The company has held the, current, freon disposal contract with City of Laredo since October 12, 2019. During this contract, I have executed the services of hundreds of units, with full satisfaction, which can be found in the fifteen invoices that have been submitted to City of Laredo's Accounts Payable department.

OUR PROPOSAL

The City of Laredo receives a variable number of refrigerant-containing units for disposal on a weekly basis. An influx of units may be brought to the landfill at any given moment, and not having quick access to remove the freon from these units may result in an unwanted abundance of refrigerant-containing units which poses an environmental threat.

As the current City of Laredo contract holder for this service, TAMCO Services understands the need to be readily available to service these units so that the appliances may be, safely, broken down for disposal, recycling, or for the sale of parts, if applicable. Because the number of units being brought to the landfill may vary from day-to-day, I understand that an influx of units may require attention at a moment's notice. For this reason, TAMCO prides itself in its quick response time. It is my goal to respond to requests within a couple of hours and have an EPA-licensed technician at the site within 24 hours (excluding Sunday's unless special arrangements have been made to revise or request a special work schedule).

Execution Strategy

My execution strategy is strongly based on effective communication. Responses to requests for service are completed within a couple of hours and are, then, immediately communicated to a technician. The project will be completed within a time frame approved by the landfill personnel – this will be clearly communicated before starting the project.

Resources

TAMCO Services utilizes EPA-licensed technicians, deemed certified to handle, recover, and/or remove regulated refrigerants, who will keep their proof of certification, on hand, while on the premises.

I, also, provide a Certificate of Liability Insurance in adherence with City of Laredo's insurance terms and conditions.

Timeline for Execution

All projects will be completed within a time frame approved by the landfill personnel. Communication will be conducted on a weekly basis to see if there is a need for services. When a need for service is established, a technician will be on the premises within 24 hours.

Supplied Material

All material required for project completion will be supplied by TAMCO Services including, but not limited to, the following materials listed within the City of Laredo's RFP:

- Recovery machine
- Disposal tanks
- OSHA-compliant safety devices and equipment
- Technician's personal protective equipment

PRICING

TAMCO Services will complete the removal of freon from A/C and refrigerator units at a flat rate of \$75 per unit.

QUALIFICATIONS

TAMCO Services continues to provide high quality service to City of Laredo in the following ways:

- Current contract holder for freon removal – TAMCO Services understands the needs of this service and prides itself in building good rapport with the landfill personnel.
- Quick turnaround – a technician is at the premises within 24 hours of request.
- Competitive pricing – I pride myself in offering quality service at an affordable price.
- Local business – small businesses are known to stimulate the local economic growth.

CONCLUSION

TAMCO Services looks forward to supporting the, current, needs at the City of Laredo landfill. I am confident that I can exceed the expectations by providing a quality service built on effective communication.

Thank you for your consideration,

Tammy Ramirez
Owner, TAMCO Services

FY20-056 Disposal of Freon Services

Evaluation Criteria	Points		Tamco Services
Qualificatons and Experience	25		25
Pricing	25		25
Past Performance	30		30
Local Service	20		20
Total Scoring Points			100

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Stephen R. Geiss, Solid Waste Services Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract number FY15-050 with MO-VAC, Environmental Inc., McAllen, Texas in an amount up to \$81,250.00 for the transportation and disposal of leachate contaminated water for the Solid Waste Services department. The frequency and number of loads varies depending on the City's needs. The bid price is based on a per gallon rate. 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 sixth and last extension period. Funding is available in the Solid Waste Services Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Fifth Renewal Approved by City Council on 8/5/19
Approved Contract Amendment 3/20/17.
Approved a one year contract on 8/3/15.

BACKGROUND

This contract is for the transportation and disposal of leachate and contaminated water from the City of Laredo Landfill's automated leachate collection system (storage tank) and holding ponds to the South Laredo Wastewater Treatment Plant. The contract vendor is required to have a transporter license from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price will be based on a per gallon rate. There was no price increase during the last extension period. This is sixth and 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. 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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Contract Pricing:

MO-VAC Environmental
McAllen, Texas

<u>City Landfill to South Laredo WWTP</u>	<u>Unit Cost/Gal.</u>
Leachate/Contaminated Water Transportation & Disposal	\$ 0.13

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: Solid Waste Fund
Account #: 55625605333930
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

Renewal Letter



City of Laredo Purchasing Division

Renewal Notice

July 13, 2020

Mr. Arnold Perez
MO-VAC Environmental
P.O. Box 4078
Floresville, TX 78052

Re: Transportation & Disposal of Leachate
Contract FY15-050
Final Renewal (6th)

Dear Mr. Perez

A contract for the transportation and disposal of leachate was awarded to your company on 8/3/2015. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the final extension for this contract.

Current Contract Pricing

Description	Unit Cost
Leachate/Contaminated Water Transportation/ Disposal	\$0.13 per gallon

Please indicate your desire to request a contract extension. 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

MO-VAC Environmental

Request a contract extension: Not request a contract extension:

Authorized Signature: Mike Flanagan

Print Name: Mike Flanagan

Date: 7-15-2020

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Dora A. Maldonado, RTA, CPM, Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts adjusted for the month of June 2020 represent a decrease of \$113,518.55. 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

Approve Motion.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

For the month of June 2020, tax revenues decreased by \$113,518.55.

Attachments

Tax Adjustments

COMB BILL	CDE/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
LARE	12	.00	.00	.00	.00	.00	.00	175.31	612.19-
LARE	15	.00	.00	.00	380.67-	380.67	.00	380.67	380.67-
LARE	16	.00	.00	.00	406.28-	406.28	.00	406.71	596.91-
LARE	17	7670.52	.00	.00	9174.70-	879.08	.00	4846.64	4830.32-
LARE	18	8124.37	.00	.00	23757.77-	4768.98	.00	18190.52	19096.52-
LARE	19	23971.80	.00	.00	119565.82-	21143.23	.00	131686.40	130159.64-
LARE	TOTALS	39766.69	.00	1126.88	153285.24-	27578.24	.00	155686.25	155686.25-
TOTALS		39766.69	.00	1126.88	153285.24-	27578.24	.00	155686.25	155686.25-

\$	39,766.69
\$	(153,285.24)
\$	(113,518.55)

PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS THIS PERIOD TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
-------------------	-----------------------	-------------------------	-------------------------------------	-----------------	-----------------

BASE TAX BILLED	1440,877,968.97	11,998.10	125,516.65-	113,518.55-1440,764,450.42	
- BASE TAX PAID	1430,776,807.83	734.51-	95,682.58-	96,417.09-1433,022,737.92	
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-				2,734.03-
= OUTSTANDING BASE TAX	10,098,427.11				7,738,978.47

CHARGES LEVIED

+/- CHARGES PAID					
+/- ADJUSTMENTS TO UNPAID CHARGES					
= OUTSTANDING CHARGES					

OTHER PAID:

PENALTY	23,872,457.61	87,641.79	166.06-	130.38-	236.44-	23,959,802.96
INTEREST	8,867,145.26	54,192.79	40.09-	178.78	138.69	8,921,476.74
COLLECTION FEE	12,519,339.43	26,950.40	89.51-	90.61	1.10	12,546,290.93
DISCOUNT						
UNAPPLIED DEFERRED	67,153.91	13,131.61	828.80-	68,697.42	67,868.62	148,154.14
TOTAL PAID	1476,102,904.04	2,524,263.77	1,858.97-	26,846.15-	28,705.12-1478,598,462.69	

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: Danny Magee -Traffic Director

Staff Source: Danny Magee

SUBJECT

Authorizing the City Manager to enter into and execute a landscape maintenance agreement with the Texas Department of Transportation to provide maintenance and landscape improvements on the center median of FM 1472, from the intersection of FM 1472 and Verde Blvd. extending northbound approximately 1.89 miles to a point .25 miles northwest of the junction with FM 3338.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo was approached by Kurt Krause, the developer and owner of Pinnacle Industry Center, to enter into an agreement that would allow Pinnacle to pay for beautification improvements and maintenance on the TxDOT center median that runs along the frontage of their property. In order to enter into this contract, the City of Laredo must first enter into a Landscape Maintenance Agreement with TxDOT which would obligate the City of Laredo to maintain and control that portion of TxDOT center median.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Resolution 2020-R-118

Master Plan Scope

RESOLUTION 2020-R-118

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A LANDSCAPE MAINTENANCE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PROVIDE MAINTENANCE AND LANDSCAPE IMPROVEMENTS ON THE CENTER MEDIAN OF FM 1472, FROM THE INTERSECTION OF FM 1472 AND VERDE BLVD. EXTENDING NORTHBOUND APPROXIMATELY 1.89 MILES TO A POINT .25 MILES NORTHWEST OF THE JUNCTION WITH FM 3338.

WHEREAS, The City of Laredo and the Texas Department of Transportation entered into a Municipal Maintenance Agreement on July 15, 1996, whereby the City and the State collaborate to maintain, control, supervise, and regulate conditions of State Highway routes within the City of Laredo; and

WHEREAS, The City and the Texas Department of Transportation request to enter into an Agreement such that the City is to provide landscape improvement, such as, but not limited to cutting grass, removing trees, and installing a xeriscape native landscape within the center median of FM 1472, from the intersection of FM 1472 and Verde Blvd. extending northbound approximately 1.89 miles to a point .25 miles northwest of the junction with FM 3338; and

WHEREAS, the City has determined that it is in the best interest of the City to enter into a Landscape Maintenance Agreement with the Texas Department of Transportation.

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

Section 1. That the City Manager is hereby authorized to enter into and execute a Landscape Maintenance Agreement between the City of Laredo and the Texas Department of Transportation to provide landscape improvement, such as, but not limited to cutting grass, removing trees, and installing a xeriscape native landscape within the center median of FM 1472, from the intersection of FM 1472 and Verde Blvd. extending northbound approximately 1.89 miles to a point .25 miles northwest of the junction with FM 3338.

Section 2. That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____DAY OF _____2020.**

**PETE SAENZ
MAYOR**

ATTESTED:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**KRISTINA K. LAUREL HALE
CITY ATTORNEY**

BY:_____

**ASSISTANT CITY ATTORNEY
RICARDO BENAVIDES, III**

**SCOPE OF PROPOSED
PRIVATELY-FUNDED
TXDOT MEDIAN
IMPROVEMENTS**

PINNACLE
INDUSTRY CENTER

3338

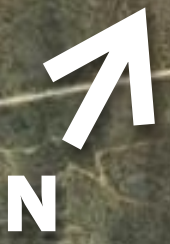
3338

SECTOR
3

HACHAR ROAD

1472

SECTOR
2



World Trade Center Loop

Metropolitan Rd

Millenium Park

Los Corralitos

El Pico Rd

1.89 TOTAL RUNNING MILES

**FROM VERDE ROAD, NORTHWESTERLY
ON Fm1472, TO A POINT .25 MILES NW OF
JCT WITH FM3338**

SECTOR
1

Verde Blvd

City Council-Regular

Meeting Date: 07/27/2020
Initiated By: Robert A. Eads, City Manager
Initiated By: Danny Magee-Traffic Director
Staff Source: Danny Magee

SUBJECT

Consideration to authorize the selection of Cubic Trafficware's proposal for the Laredo McPherson Road SynchroGreen project. The SynchroGreen Real Time Adaptive Traffic Control System highlights elements of SynchroGreen, including system basics, requirements and the deployment process; servicing seven (7) intersections between Shiloh Road and Jacaman Road. Total estimate cost for this project is \$139,050.00 a support and software maintenance for the first year is included at no cost to the city. Funding is available in the 2019 PPFCO Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

City of Laredo entered into a previous agreement with Trafficware Inc, where Trafficware provided the City with a traffic signal management system. The City's traffic signals are managed through this system and Trafficware's software. Trafficware's proposed SynchroGreen service would provide an add-on to the current traffic signal management system and is only compatible with Trafficware software. Due to this service being compatible with only Trafficware software and because it is only available through one source, no competitive bids were procured.

SynchroGreen is a real time adaptive signal control technology (ASCT) that automatically optimizes traffic signal timings based on current traffic demand. SynchroGreen has reduced travel time and delay upwards of 50 percent. These savings result in not only time savings, but also substantial reductions in fuel consumption and emissions. SynchroGreen is a software based ASCT that leverages the agency's existing traffic control infrastructure in order to operate the system; this often leads to substantial cost savings over other systems. SynchroGreen complies with industry standards in order to provide the safest, most reliable ASCT on the market. Benefits of SynchroGreen are:

- 1.The system does not require proprietary hardware and leverages Laredo's Trafficware ATMS infrastructure.
- 2.The system allows the agency to use their preferred detection technology.
- 3.The system is comprehensive and accounts for the entire traffic system (e.g., streets and pedestrians).
- 4.The system utilizes national standards to ensure the safety of the motoring public, and compatibility with other traffic control infrastructure.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this aquisition.

Fiscal Impact

Fiscal Year: 2019-2020
Bugeted Y/N?: Y
Source of Funds: 2019 PPFCO
Account #: 40198765359301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in fund 401 in the 2019 PPFCO Account# 401-9876-535-9301 Project TP2004 \$177,350.00.

Attachments

Financial Options document No. 03112020-00LT**Laredo, Texas****SynchroGreen Adaptive Traffic System options****05/20/2020****Adaptive quote**

Item	Description	Number of Intersections	Cost Per Intersection	Total Price
A	SynchroGreen Intersection Licenses	7	\$17,500.00	\$122,500.00
B	SynchroGreen server license, server software and set-up	7	\$20,000.00	\$20,000.00
	The above SynchroGreen server license, software waived		-\$20,000.00	-20,000.00
C	Database conversion and SynchroGreen intersection set-up	7	\$1,650.00	\$11,550.00
D	Training	2	\$2,500.00	\$5000.00
E	Support and software maintenance (1 st year included)	7	\$0.00	\$0.00
	Total Estimate			\$139,050.00

Note: See attached proposal.**Option 1**

- **Purchase System at \$ 139,050.00 price.**
- **PO to be supplied in this amount and will reference attached proposal.**

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Danny Magee, Traffic Director

Staff Source: Danny Magee

SUBJECT

Authorizing the City Manager to enter into an agreement with AEP to replace any LED light upon failure at no cost and replace the working existing street lights with LED at a cost of \$137.86 for each lamp. Funding will be allocated from the LED light replacement bond and paid as services are rendered. Funding is available in the 2018 CO Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

LED lighting offers some advantages: 1) longer life; 2) better color rendition 3) more lumens (brightness) per watt; and 4) lower kilowatt-hour usage.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: 2018 C.O. BOND
Account #: 472-2610-525-9301
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Funding is available in the 2018 CO Bond - Citywide Street Light Project.

Attachments

LED lighting options

LED Lighting Options

Traditional Street Light				Alternative AEP LED Streetlight			
Fixture	kWh	Fixture Charge	Total Charge per month*	Fixture	kWh	Fixture Charge	Total Charge per month*
100 W MV	40	\$5.18	\$8.38	20-60 W LED (43 W)	14	\$6.03	\$7.15
175 W MV	70	\$5.87	\$11.47	61-100 W LED (71 W)	29	\$6.13	\$8.45
400 W MV	145	\$9.62	\$21.22	120-160 W LED (122 W)	46	\$8.96	\$12.64
					OR		
				200-240 W LED (194 W)	73	\$10.95	\$16.79
150 W MH	65	\$8.47	\$13.67	61-100 W LED (71 W)	29	\$6.13	\$8.45
175 W MH	75	\$8.47	\$14.47	61-100 W LED (71 W)	29	\$6.13	\$8.45
250 W MH	105	\$8.72	\$17.12	120-160 W LED (122 W)	46	\$8.96	\$12.64
400 W MH	155	\$9.19	\$21.59	200-240 W LED (194 W)	73	\$10.95	\$16.79
1000 W MH	367	\$9.36	\$38.72	N/A			
70 W HPS	28	\$5.21	\$7.45	20-60 W LED (43 W)	14	\$6.03	\$7.15
100 W HPS	39	\$5.32	\$8.44	20-60 W LED (43 W)	14	\$6.03	\$7.15
150 W HPS	57	\$5.47	\$10.03	61-100 W LED (71 W)	29	\$6.13	\$8.45
250 W HPS (Cobra)	104	\$7.66	\$15.98	120-160 W LED (122 W)	46	\$8.96	\$12.64
250 W HPS (Flood)	104	\$7.66	\$15.98	130-170W LED (146 W)	50	\$15.24	\$19.24
400 W HPS	155	\$8.31	\$20.71	200-240 W LED (194 W)	73	\$10.95	\$16.79
1000 W HPS	367	\$7.02	\$36.38	N/A			

*Assumes a Combined REP and TDU kWh Charge of \$0.08.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: Robert A. Eads, City Manager

Staff Source: Riazul Mia, P.E., Utilities Director

SUBJECT

Authorizing the City Manager to execute Amendment #1 to Garver Engineering for professional services in the amount of \$271,962.00 to the existing contract amount of \$1,018,423.00. The scope of work includes design reports, plan sheet development, and technical specification for procurement of the high service pump station; as well as evaluation of sizing of replacement surge relief valve, plan sheet development, technical specifications for procurement of replacement, and rehabilitation of pump specifications for installation and tolerance of the existing raw water pumps at both facilities at the El Pico Water Treatment Plant. Total contract amount with Amendment #1 would be \$1,290,385.00. Funding is available in the Utilities Department Construction Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

On August 5th, 2019, City Council approved a motion to award Garver USA a professional engineering contract in the amount of \$1,018,423.00 for comprehensive and detailed hydraulic study of the raw water delivery system, the intermediate pump station, and the high service pump station with design alternatives for corrective action at each station.

BACKGROUND

The existing raw water pumps, as-installed, have been theorized to be out-of-plumb. In order for the pumps to perform properly, they must be as close to plumb as possible. Any deviation from level at the top of the pump will result in an exaggerated tilt, as the pump columns are approximately 70 feet long. In order to check plumbness, three-dimensional scanning equipment is necessary to scan the entire position of the pump from within the wetwell, 70 feet below grade. An initial scan was authorized in the original contract but a second scan is necessary to verify plumbness and conditions of raw water pump no. 2.

The existing raw water pumps provided to The City of Laredo during original plant

construction have been determined to be incorrectly equipped to handle the duty requirements for the raw water pumping application. Several and ongoing attempts have been made to rebuild the existing pumps to restore redundancy and needed capacity at the El Pico Water Treatment Plant with limited success. The lifespan of these pumps is not anticipated to be anywhere near the expected lifespan of properly-equipped pumps. It has also been determined that the existing surge relief valve assembly is improperly positioned in the discharge piping assembly. An evaluation is necessary for the sizing and positioning of a replacement surge relief valve assembly so that function is restored to the raw water pump station.

It is recommended that The City of Laredo proceed with authorizing these services so that appropriate raw water pumps, and necessary ancillary improvements such as piping and valving, be procured and installed. The existing high service pumps provided to The City of Laredo during original plant construction have been determined to be considerably damaged due to power outages. The original design incorporated electronically-controlled check valves with override springs capable of transferring massive horizontal forces to the pumps during power outages. The existing pumps have been rebuilt on several occasions and the wear items (mechanical seals, wear rings, etc.) have been replaced on several occasions, and continue to be a costly maintenance requirement. The potential for air-locking due to improper design has also been theorized.

It is recommended that The City of Laredo proceed with authorizing these services so that appropriate high service pumps, and necessary ancillary improvements such as piping and valving, be procured and installed.

El Pico Water Treatment Plant Amendment #1 - Fee Summary

<u>Professional Services</u>	<u>Fees</u>
Project Management	\$30,974.00
High Service Pump Design Report	\$36,510.00
High Service Pump Selection	\$15,114.00
Sheet Set Development	\$53,522.00
Contract Documents & Technical Specifications	\$15,398.00
Bid Phase Services	\$42,786.00
3D Scan of Raw Water Pump Station Wetwell	\$28,152.00
Evaluation & Support of Raw Water Pump Station	
Raw Water Pump Station Surge Relief Valves	
Assembly Evaluation	\$19,376.00
Raw Water Pump Station Surge Design	\$30,130.00
Raw Water Pump No.2 Rehabilitation	\$20,398.00
Total	\$271,962.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that this action be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Utilities - Construction
Account #: 557-4150-538-0353
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding available in the Water Construction Fund account number 557-4150-538-0353, p.o.#319302.

Attachments

Garver Scope Of Services - Amendment #1
Garver Fee - Amendment #1

APPENDIX A-1 – SCOPE OF SERVICES

General

The City of Laredo selected Garver, LLC to perform a comprehensive and detailed hydraulic evaluation of the raw water delivery system at the El Pico Water Treatment Plant (WTP). During the performance of the aforementioned project, a need for both continued and additional services was identified for Garver to provide at the WTP. The following services for the El Pico WTP high service pump station (HSPS) and raw water pump station (RWPS) will be provided under this amendment:

Professional services provided include:

- A Design Report for the HSPS
- Pump selection for procurement of replacement pumps at the HSPS
- Plan sheet development illustrating associated piping and valving improvements (up to three section views) at the HSPS for pump procurement
- Contract documents, technical specifications, and opinion of cost for procurement of replacement pumps at the HSPS
- Bid phase services for procurement of the replacement pumps at the HSPS as well as the proposed pumps at the RWPS as identified in the original contract
- 3D Scan of the RWPS wetwell
- Evaluation of sizing and positioning of replacement surge relief valve assembly at the RWPS
- Integrate Key Performance Indicator (KPI) Trending for each pump to trend wire to water efficiency and energy intensity in a real-time environment
- Plan sheet development illustrating associated piping and valving improvements (up to three section views) at the RWPS for pump procurement
- Contract documents, technical specifications, and opinion of cost for procurement of replacement pumps at the RWPS
- Rehabilitated pump specifications, development of procedures of pump installation and tolerance verification for existing raw water pump no. 2.

This scope of work identifies engineering services necessary for continued evaluation of the HSPS for pump replacement improvements as well as procurement services for pump addition improvements at the RWPS. Garver will perform an evaluation for pump replacement at the HSPS (i.e. duty point and sizing) and prepare a bid package for the purchase of additional raw water pumps at the RWPS based on the original contract. For both facilities under this agreement, Garver will provide services for procurement of pump and motor only via competitive, pre-qualified bidding (services for additional electrical equipment by others).

1.0 Project Management

1.1. Project Administration, Coordination, Meetings, and Site Visits

Garver will prepare a Quality Control (QC) Plan to document and implement the approach for quality assurance and quality control throughout the project.

Garver will also prepare and provide monthly invoicing progress reports and summary of progress (% complete) for each task.

Two (2) remote workshops will be held with City Utilities Staff to review/confirm alternatives and to present the final results and recommendations for the project. Garver will also facilitate monthly (remote) progress meetings. As part of the overall project management/administration plan, site visits

for meetings, data collections, visual inspections and project coordination shall be provided in this effort.

2.0 Design Report

2.1 High Service Pump Station (HSPS)

The intent of this task is to continue the evaluation of the HSPS as started in the original project. The Design Report task will include the following:

1. Evaluate current and future flow production requirements of the facility
2. Identify flow gaps in existing pumping configuration
3. Model (hydraulic) the existing pumping configuration
4. Integrate Key Performance Indicator (KPI) Trending for each pump to trend wire to water efficiency and energy intensity in a real-time environment
- 5.
6. Evaluate potential facility reconfiguration as it pertains to the eventual plant re-rating to 30 MGD
7. Establish the following for the replacement pumps
 - a. Operational duty points
 - b. Pump sequencing
 - c. Control narrative
8. Design Report Technical Memorandum (TM)

Assumptions:

1. It is assumed that the City will provide Garver with required hydraulic model information for existing and future distribution system conditions., more specifically, maximum head and flow conditions over a specified planning horizon.
2. It is assumed that the City will provide Garver with historical SCADA data
3. Any additional services provided by Garver to obtain necessary information for system curve envelope development will be considered Extra Work.

3.0 Pump Selection

3.1 High Service Pump Station (HSPS)

Garver will provide services associated with selecting appropriate pump replacements for the HSPS including the following:

1. Modeling of system curve and proposed pump curves
2. Identify manufacturers of suitable pump replacements for the facility
3. Identify potential pump replacements that meet system needs and requirements
4. Pre-qualify up to 4 pump manufacturers
5. Solicit price quotes from each vendor/manufacturer to be included in OPCC

Assumptions:

1. It is assumed that in addition to the 4 pumps that are pre-qualified in this task, other manufacturers will be eligible to competitively bid assuming the pumps proposed comply with the requirements in the contract documents and technical specifications.

4.0 Sheet Set Development

4.1 High Service Pump Station (HSPS)

Garver will utilize the 3D model scan developed in the original project to develop plan sheets for use in pump procurement at the HSPS. The intent of these sheets is to clearly illustrate the specific application as information to prospective pump replacement bidders. More specifically, the plan sheets will include the following:

1. Cover sheet
2. Civil-Mechanical-Structural Sheets
 - a. Illustration of associated piping and valving improvements
3. Process & Instrumentation Diagram(s)
4. Electrical Sheets
 - a. One-line diagram
 - b. Electrical plan
 - c. Control Diagrams
5. Pertinent details and notes

Garver will also update and refine an opinion of probable construction costs (OPCC) for the proposed improvements included in the sheet set.

5.0 Contract Documents and Technical Specifications

5.1 High Service Pump Station (HSPS) and Raw Water Pump Station (RWPS)

Garver will gather and prepare the necessary documents for bid solicitation for the pump replacements at the HSPS and for the additional proposed pumps at the RWPS. Garver will be responsible for preparing the technical specifications for the pumps, motors, piping and valving only (i.e. equipment from pump and motor to existing main headers).

Assumptions:

1. Effort for producing Technical specifications for all other ancillary materials (i.e. electrical, controls, etc.) and equipment will be included under a separate agreement.
2. It is assumed that completed "front-end" contract documents will be provided by the City for the materials to be purchased by the City

6.0 Bid Phase Services

6.1 High Service Pump Station (HSPS)

Garver will provide the following bid phase services for the HSPS pump replacement:

1. Assistance with development of bid schedule
2. Assistance with bid advertisement narrative
 - a. Advertisement execution and payment will be City's responsibilities
3. Coordination assistance with pre-bid meeting (remote)
4. Assistance with responses to Requests for Information (RFIs) [3 RFIs maximum]
5. Reception and review of bids
 - a. Bid delivery coordination from bidders and distribution to Garver will be City's responsibility
6. Preparation of submittal of bid tabulation
7. Preparation and submittal of award recommendation

6.2 Raw Water Pump Station (RWPS)

Garver will provide the following bid phase services for the RWPS pump addition:

1. Assistance with development of bid schedule
2. Assistance with bid advertisement narrative
 - a. Advertisement execution and payment will be City's responsibilities
3. Coordination assistance with pre-bid meeting (remote)
4. Assistance with responses to Requests for Information (RFIs) [3 RFIs maximum]
5. Reception and review of bids
 - a. Bid delivery coordination from bidders and distribution to Garver will be City's responsibility
6. Preparation of submittal of bid tabulation
7. Preparation and submittal of award recommendation

7.0 **3D Scan of RWPS Wetwell**

7.1 3D Scan of RWPS Wetwell – North Partition

Garver will perform a follow up scan of the interior of the north partition of the existing RWPS wetwell. Garver surveying personnel will utilize 3D scan imaging equipment to collect point clouds from inside the wetwell to determine the plumbness of raw water pump no. 2. In the original contract, an initial scan was performed inside the wetwell, however, the only pump present during the scan was raw water pump no. 1. This follow up scan will facilitate the determination of plumbness of both raw water pumps in a side-by-side comparison to within decimal degrees accuracy.

8.0 **Evaluations and Support of RWPS**

8.1 RWPS Surge Relief Evaluation

Utilizing information gathered and produced in the original contract, Garver will perform an evaluation of the existing surge relief valve assembly to determine its functionality and ability to protect the pump station under current and future operations, including maintenance requirements and systems reliability. Considerations will be made for the sizing of the assembly and its components as well as its positioning within the RWPS unit process. Alternatives for component sizing and positioning will be evaluated and findings and recommendations will be presented in a TM.

8.2 RWPS Surge Relief Design (Hourly Allowance)

Based on the recommendations produced in the evaluation, Garver will provide design services for the proposed surge relief valve assembly improvements on an hourly, not-to-exceed basis. The intent for allocating a design budget in this amendment is to potentially include the bidding of material and equipment necessary for the proposed assembly in the same bid packages above, where economies of scale may be realized and savings achieved. In this effort, services will facilitate inclusion of design sheets, material/equipment selections, and technical specifications as well as inclusion of this facility in the bid phase services for the RWPS.

8.3 Raw Water Pump No. 2 Rehabilitation

Garver will assist with the rehabilitation of raw water pump no. 2 by providing recommendations for pump rebuild and coordination with repair shop. Garver will also provide recommendations for best practices, sequencing, and tolerance verification for pump installation. Garver will also provide onsite assistance during the installation of the pump.

9.0 Project Deliverables

The following will be submitted to the City by Garver:

1. PDF of Design Report TM
2. PDF of Sheet Set
3. PDF of OPCC
4. PDF of HSPS Technical Specifications
5. PDF of RWPS Technical Specifications
6. Word file of HSPS advertisement
7. PDF of HSPS RFIs (3 maximum)
8. PDF of HSPS bid tabulation
9. PDF of HSPS award recommendation
10. Word file of RWPS advertisement
11. PDF of RWPS RFIs (3 maximum)
12. PDF of RWPS bid tabulation
13. PDF of RWPS award recommendation
14. 3D Scan Exhibits
15. PDF of RWPS Surge Relief Valve Assembly TM
16. PDF of Surge Relief Sheets and Technical Specifications

10.0 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. All non-scope written or verbal communications with others outside the immediate project team regarding this project, data, evaluations, findings or recommendations.
2. Site visits to City to collect background documents for review.
3. Collection and/or analysis of sediment from raw water facilities for sediment evaluation.
4. Field survey to determine as-built conditions of the raw water pump station.
5. Calibration of flow, level, and/or pressure gauges.
6. Updating the water distribution system model.
7. Calibration of the water distribution system model.
8. Detailed modeling of the water distribution system and/or hydraulic evaluations of the high-service pump station beyond the suction hydraulics and the TDH calculations based on historical SCADA data and/or field data from the wire-to-water pump testing.
9. Water quality sampling and or testing.
10. Evaluation of additional alternatives or reevaluation of alternatives due to changed conditions or after previous alternate direction and/or approval.
11. Submittals or deliverables in addition to those listed herein.
12. Meetings or site visits in addition to those included herein
13. Detailed (preliminary and/or final) design of any improvements associated with the alternatives.
14. Surveying services in addition to those listed herein.
15. Geotechnical services of any kind.
16. Construction phase services of any kind.
17. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
18. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
19. TCEQ engineering report submittals
20. Coordination with county, state, and federal agencies, including TCEQ and TWDB.
21. City Council and/or Council Committee meeting attendance and associated travel costs
22. Meetings (in-person or remote) with others outside the immediate project team regarding this project, data, evaluations, findings or recommendations.
23. Key Performance Indicator (KPI) Dashboarding Integration for pump stations

24. Hydraulic model development and/or distribution system evaluation for defining system curve envelope of HSPS

Extra Work will be as directed by the City in writing for an additional fee as agreed upon by the City and Garver.

11.0 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Task	Working Days	Cumulative Days
1.0 Project Management	Concurrent To All Tasks	Concurrent To All Tasks
2.0 Design Report	30 ¹	30
3.0 Pump Selection	21	51
4.0 Sheet Set Development	30	81
5.0 Contract Documents & Tech. Specifications	21	102
6.0 Bid Phase Services	45	147
7.0 3D Scan of RWPS Wet Well	5 ²	147
8.1 RWPS Surge Valve Assembly Evaluation	51 ³	147
8.2 RWPS Surge Relief Design	51 ⁴	147
9.0 Project Deliverables	Concurrent to all Tasks	147
10.0 Extra Work	As requested	TBD

¹Timelines contingent on acquiring information from Hydraulic Model (by others) from City

²From contract NTP

³Concurrently with Tasks 2.0 and 3.0

⁴Concurrently with Tasks 4.0 and 5.0

APPENDIX B-1

City of Laredo

El Pico WTP RWPS Amendment No. 1

FEE SUMMARY

Professional Services	Fees
Project Management	\$30,974.00
HSPS Design Report	\$36,510.00
HSPS Pump Selection	\$15,114.00
Sheet Set Development	\$53,522.00
Contract Docs & Technical Specifications	\$15,398.00
Bid Phase Services	\$42,786.00
3D Scan of RWPS Wetwell	\$28,152.00
Evaluations and Support of RWPS RWPS Surge Relief Valve	
Assembly Evaluation	\$19,376.00
RWPS Surge Design (Hourly NTE)	\$30,130.00
Raw Water Pump No. 2 Rehabilitation	\$20,398.00
Total	\$271,962.00

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Michael F. Rodgers, Acting Utilities Department Director, Miguel A. Pesador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-063 to the low bidder, Core & Main, from San Antonio, Texas not to exceed \$1,211,870.39 for the purchase of AMR/AMI water meters, meter kits (register/endpoint/antenna), Associated Individual Components, and Unitizing Measuring Elements (UME's) for the Utilities Department. All meters meet NSF Standard 61 Certification and NSF 61 Annex F and G (lead requirements). All meters and meter kits will be ordered 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 three (3) additional one (1) year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. Funding is available in the Utilities Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding an annual contract for the purchase of of AMR/AMI water meters, meter kit(register/endpoint/antenna), Associated Individual Components, and Unitizing Measuring Elements (UME's) for the Utilities Department. These meters provide automated meter readings that provide hourly readings, private leaks, no flow, tamper information and unauthorized usage data. Additional benefits include increased speed to obtain customer information to resolve customer complaints. Staff is recommending to award this contract to the low bidder Core & Main.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager &

City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Summary

		Core & Main	Aguaworks Pipe & Supply
Section	Description	Section Totals	Section Totals
I	AMR (900i V5)	\$ 1,175,137.59	\$ 1,325,548.07
II	AMR (900i V5) Kit	\$ 863.46	\$ 0.00
III	AMR (900i V5) Components	\$ 25,333.85	\$ 0.00
IV	AMI (450i) Kit	\$ 2,458.56	\$ 0.00
V	AMI (450i) UME	\$ 8,076.93	\$ 0.00
VI	AMI Trade-in Allowance	\$ 0.00	\$ 0.00
VII	AMR Trade-in Allowance	\$ 0.00	\$ 0.00
	Estimated Yearly Total	\$ 1,211,870.39	\$ 1,325,548.07

A complete bid summary is attached. There will be no trade-in-allowance for meters.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:

Account #: 557-4115-532-3016

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY20-063
FY20-063 Contract

Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Core and Main		Aguaworks Pipe & Supply	
							Total Price	\$1,211,870.39	Total Price	\$1,325,548.07
							Unit	Extended	Unit	Extended
1	Section I: AMR (900i V5) Meter Price Schedul			1	PKG		<u>\$1,175,137.59</u>	\$1,175,137.59	\$1,325,548.07	\$1,325,548.07
1.1	5/8 x 3/4 (Pit PD) Meter Size			1	AMR Complete Meter Unit Price		<u>\$173.18</u>		\$185.00	
1.2	3/4 SL (Pit PD) Meter Size			5325	AMR Complete Meter Unit Price		<u>\$198.79</u>		\$218.07	
1.3	3/4LL (Pit PD) Meter Size			1	AMR Complete Meter Unit Price		<u>\$198.79</u>		\$230.75	
1.4	1 (Pit PD) Meter Size			182	AMR Complete Meter Unit Price		<u>\$246.35</u>		\$346.50	
1.5	1 1/2 (Pit PD) Meter Size			1	AMR Complete Meter Unit Price		<u>\$428.05</u>		\$717.75	
1.6	2 (Turbine) Meter Size			20	AMR Complete Meter Unit Price		<u>\$737.81</u>		\$825.00	
1.7	5/8" x 3/4" (Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		\$274.40		<u>\$185.00</u>	
1.8	3/4" SL(Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		\$285.72		<u>\$218.07</u>	
1.9	3/4" LL(Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		\$285.72		<u>\$230.75</u>	
1.10	1"(Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		<u>\$302.20</u>		\$346.50	
1.11	1 1/2"(Ultrasonic) Meter Size			114	AMR Complete Meter Unit Price		<u>\$477.59</u>		\$717.75	
1.12	2"(Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		<u>\$595.62</u>		\$825.00	
2	Section II: AMR (900i V5) Kit Price Schedule p			1	PKG		<u>\$863.46</u>	\$863.46		
2.1	5/8 x 3/4 (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		<u>\$143.91</u>			
2.2	3/4 SL (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		<u>\$143.91</u>			
2.3	3/4LL (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		<u>\$143.91</u>			
2.4	1 (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		<u>\$143.91</u>			
2.5	1 1/2 (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		<u>\$143.91</u>			
2.6	2 (Turbine) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		<u>\$143.91</u>			
3	Section III: AMR (900i V5) Associated Individu			1	PKG		<u>\$25,333.85</u>	\$25,333.85		
3.1	Transmitter (AMR) Component/Spare			152	Component/Spare Unit Price		<u>\$121.96</u>			
3.2	6 Foot Antenna (AMR) Component/Spare			1	Component/Spare Unit Price		<u>\$24.40</u>			
3.3	20 Foot Antenna (AMR) Component/Spare			1	Component/Spare Unit Price		<u>\$30.49</u>			
3.4	Meter Pins (N/A) Component/Spare			36000	Component/Spare Unit Price		<u>\$0.17</u>			
3.5	Magnets (AMR) Component/Spare			56	Component/Spare Unit Price		<u>\$11.09</u>			
4	Section IV: AMI (450i) Kit Price Schedule per			1	PKG		<u>\$2,458.56</u>	\$2,458.56		
4.1	5/8 x 3/4 (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$153.66</u>			
4.2	3/4 SL (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$153.66</u>			
4.3	3/4LL (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$153.66</u>			
4.4	1 (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$153.66</u>			
4.5	1 1/2 (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$153.66</u>			
4.6	2 (Turbine) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$153.66</u>			
4.7	2" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$307.32</u>			
4.8	3" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$307.32</u>			
4.9	4" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$307.32</u>			
4.10	6" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$307.32</u>			
4.11	8" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		<u>\$307.32</u>			
5	Section V: AMI (450i) UME Price Schedule pe			1	PKG		<u>\$8,076.93</u>	\$8,076.93		
5.1	2 (Turbine) Meter Size			1	AMI/UME Unit Price		<u>\$842.69</u>			
5.2	2" (Compound) Meter Size			1	AMI/UME Unit Price		<u>\$914.64</u>			
5.3	3" (Compound) Meter Size			1	AMI/UME Unit Price		<u>\$997.63</u>			
5.4	4" (Compound) Meter Size			1	AMI/UME Unit Price		<u>\$1,354.88</u>			
5.5	6" (Compound) Meter Size			1	AMI/UME Unit Price		<u>\$1,918.30</u>			
5.6	8" (Compound) Meter Size			1	AMI/UME Unit Price		<u>\$2,048.79</u>			
6	Section VI: AMI Trade-in Allowance The numl			1	PKG		\$0.00	\$0.00		
6.1	5/8 x 3/4 (Pit PD) Meter Size			1	AMI Trade In Allowance Unit Price		\$0.00			
6.2	3/4 SL (Pit PD) Meter Size			1	AMI Trade In Allowance Unit Price		\$0.00			
6.3	3/4LL (Pit PD) Meter Size			1	AMI Trade In Allowance Unit Price		\$0.00			

6.4	1 (Pit PD) Meter Size	1	AMI Trade In Allowance Unit Price	\$0.00	
6.5	1 1/2 (Pit PD) Meter Size	1	AMI Trade In Allowance Unit Price	\$0.00	
6.6	2 (Turbine) Meter Size	1	AMI Trade In Allowance Unit Price	\$0.00	
6.7	5/8" x 3/4" (Ultrasonic) Meter Size	1	AMI Trade In Allowance Unit Price	\$0.00	
6.8	3/4" SL(Ultrasonic) Meter Size	1	AMI Trade In Allowance Unit Price	\$0.00	
6.9	3/4" LL(Ultrasonic) Meter Size	1	AMI Trade In Allowance Unit Price	\$0.00	
6.10	1"(Ultrasonic) Meter Size	1	AMI Trade In Allowance Unit Price	\$0.00	
6.11	1 1/2"(Ultrasonic) Meter Size	1	AMI Trade In Allowance Unit Price	\$0.00	
6.12	2"(Ultrasonic) Meter Size	1	AMI Trade In Allowance Unit Price	\$0.00	
7	Section VII: AMR Trade-in Allowance The nun	1	PKG	\$0.00	\$0.00
7.1	5/8 x 3/4 (Pit PD) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.2	3/4 SL (Pit PD) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.3	3/4LL (Pit PD) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.4	1 (Pit PD) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.5	1 1/2 (Pit PD) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.6	2 (Turbine) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.7	5/8" x 3/4" (Ultrasonic) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.8	3/4" SL(Ultrasonic) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.9	3/4" LL(Ultrasonic) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.10	1"(Ultrasonic) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.11	1 1/2"(Ultrasonic) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	
7.12	2"(Ultrasonic) Meter Size	1	AMR Trade In Allowance Unit Price	\$0.00	

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FY20-063
Core and Main
Supplier Response

Event Information

Number: FY20-063
Title: AMR/AMI Water Meters
Type: Request For Bid
Issue Date: 5/20/2020
Deadline: 6/11/2020 05:00 PM (CT)
Notes:

**MANUAL BID DROP-OFF
PROCEDURES**

NOTE: Manual Bids will only be accepted the

first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid

1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

***City Secretary's
Office***

Contact Information

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

Core and Main Information

Contact: Thomas Maxey
Address: 1830 Craig Park Court
St. Louis, MO 63146
Phone: (210) 657-1632
Fax: (210) 657-2321
Email: Thomas.Maxey@coreandmain.com

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

Loren Miller

Signature

Submitted at 6/11/2020 12:12:08 PM

brandon.smith3@coreandmain.com

Email

Response Attachments

FY20-063 Laredo AMR-AMI Water Meter Annual_Bid#_1364309_6-11-2020_1201_PM.pdf

Core & Main Version of BiD

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) Core & Main LP
3	Print Name of person authorized to sign bid Loren Miller
4	Title District Manager
5	Business Address 7620 Grissom Road
6	City, State, Zip Code San Antonio, Texas, 78251
7	Telephone Number (210) 684-1150

8	Federal Tax ID Number	3-0550887
9	Bidders Principal/Corporate Place of Business Address	1830 Craig Park Court St Louis, MO 63146
10	Indicated Status of Business	Other
11	If other state business status	N/A
12	State how long under its present business name	12 years
13	If applicable, list all other names under which the Business identified above operated in the last five years	HD Supply Waterworks LTD.
14	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?	No
15	Question #1 Has the business, or any officer or partner thereof, failed to complete a contract?	No
16	Question 2 Is any litigation pending against the Business?	No
17	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?	No
18	Question #4 If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.	No response
19	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?	No

2 0	Question #6 Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? <input type="text" value="No"/>
2 1	Question #7 Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? <input type="text" value="No"/>
2 2	Question #8 Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <input type="text" value="No"/>
2 3	Question #9 Is the Business in arrears in any contract or debt? <input type="text" value="No"/>
2 4	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <input type="text" value="No"/>
2 5	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input type="text" value="No"/>
2 6	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
2 7	Historically Underutilized Business (HUB) <input type="text" value="No"/>
2 8	Small Disadvantaged Business Enterprise (SDBC) <input type="text" value="No"/>
2 9	Disadvantaged Business Enterprise (DBE) <input type="text" value="No"/>
3 0	Other: Please specify <input type="text" value="Limited Partner"/>
3 1	This company is not a certified minority business <input type="text" value="This company is not a certified minority business"/>

3
2 **Contact Person Email Address**

Brandon.Smith3@coreandmain.com

3
3 **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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.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.

3
4 **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.

3
5 **Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST
THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS**

If you attest there is no conflict of interest, please skip sections 2-8.

I attest there is no conflict of interest

3 6	Question 2. Name of person who has a business relationship with local governmental entity <input type="text" value="No response"/>
3 7	Question 3. Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) <input type="text" value="No response"/>
3 8	Question 4. Name of local government officer(s) with whom filer has employment or business relationship. This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary. <input type="text" value="No response"/>
3 9	Question 5. Sub-Part A A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? <input type="text" value="No"/>
4 0	Question 6. Sub-Part B B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="text" value="No"/>
4 1	Question 7. Sub-Part C C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? <input type="text" value="No"/>
4 2	Question 8. Sub-Part D D. Describe each employment or business relationship with the local government officer named in this section <input type="text" value="No response"/>
4 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
4 4	This is a <input type="text" value="New Submission"/>
4 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Kevin Clagett & Brandon Smith"/>

46 **Question 2. Contract Information**
Please include the following:
a) Contract or Project Name
b) Originating Department
FY20-063 AMR/AMI Water Meters

47 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**
Core & Main LP

48 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**
Not Applicable

49 **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

50 **Question 5. List any individuals or entities that will be subcontractors on this contract**
Not Applicable

51 **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

52 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**
Not Applicable

53 **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

5
4 **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 or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/officer of subcontracting entity 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

5
5 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

5
6 **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.

5
7 **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

5
8 **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

5
9 **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

6
0 **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

6
1 **Question 11. Oath**

Please complete in this section the required information for your company:

- 1) Name
- 2) Title
- 3) Company or DBA
- 4) Date

Loren Miller
District Manager
Core & Main LP
06/11/2020

6
2 **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

6
3 **Question 4. List any business entity(ites) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 4**

Not Applicable

6
4 **Company Information Questionnaire**

I have completed this section

6
5 **Conflict of Interest Questionnaire**

I have completed this section

6
6 **Non-Collusive Affidavit**

I have completed and included this form

6
7 **Discretionary Contracts Disclosure**

I have completed this section

6 **Certificate of Interested Parties (Form 1295)**

8 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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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

6 **Terms and Conditions for Request for Bids**

9 **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded by sections 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.

(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.

Agree to the Terms and Conditions

7.0 Water Meter and Register Specifications

Water Meter and Register Specifications as per Specification 16.0

Please respond to each requirement by stating "Yes/No" in the Yes box. If the responder feels a clarification is necessary, please add in the description/clarification box.

*****Upload your documentation*****

Yes

Bid Lines

1 Package Header

Section I: AMR (900i V5) Meter Price Schedule per Unit

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

1.1 5/8" x 3/4" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit Price: Total:

1.2 3/4" SL (Pit PD)

Meter Size

Quantity: 5325 UOM: AMR Complete Meter Unit Price Price: Total:

1.3 3/4" LL (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit
Price: Price Price: Total:

1.4 1" (Pit PD)

Meter Size

Quantity: 182 UOM: AMR Complete Meter
Price: Unit Price Price: Total:

1.5 1 1/2" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit
Price: Price Price: Total:

1.6 2" (Turbine)

Meter Size

Quantity: 20 UOM: AMR Complete Meter Unit
Price: Price Price: Total:

1.7 5/8" x 3/4" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit
Price: Price Price: Total:

1.8 3/4" SL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit
Price: Price Price: Total:

1.9 3/4" LL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit
Price: Price Price: Total:

1.10 1" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Complete Meter
Price: Unit Price Price: Total:

1.11 1 1/2" (Ultrasonic)

Meter Size

Quantity: 114 UOM: AMR Complete Meter
Price: Unit Price Price: Total:

1.12 2" (Ultrasonic)

Meter Size

AMR Complete Meter

Quantity: 1

UOM: Unit Price

Price:

\$595.62

Total:

\$595.62

2 Package Header

Section II: AMR (900i V5) Kit Price Schedule per Unit

Quantity: 1 UOM: PKG

Total:

\$863.46

Item Notes: Please submit "0" for unit price

Package Items

2.1 5/8" x 3/4" (Pit PD)

Meter Size

AMR KIT
(Reg/Endpoint/Antenna)

Quantity: 1

UOM: Unit Price

Price:

\$143.91

Total:

\$143.91

2.2 3/4" SL (Pit PD)

Meter Size

AMR KIT
(Reg/Endpoint/Antenna)

Quantity: 1

UOM: Unit Price

Price:

\$143.91

Total:

\$143.91

2.3 3/4" I.L. (Pit PD)

Meter Size

AMR KIT
(Reg/Endpoint/Antenna)

Quantity: 1

UOM: Unit Price

Price:

\$143.91

Total:

\$143.91

2.4 1" (Pit PD)

Meter Size

AMR KIT
(Reg/Endpoint/Antenna)

Quantity: 1

UOM: Unit Price

Price:

\$143.91

Total:

\$143.91

2.5 1 1/2" (Pit PD)

Meter Size

AMR KIT
(Reg/Endpoint/Antenna)

Quantity: 1

UOM: Unit Price

Price:

\$143.91

Total:

\$143.91

2.6 2" (Turbine)

Meter Size

AMR KIT
(Reg/Endpoint/Antenna)

Quantity: 1 UOM: Unit

Price

Price:

\$143.91

Total:

\$143.91

3 Package Header

Section III: AMR (900i V5) Associated Individual Components and Spares Price Schedule per Unit

Quantity: 1 UOM: PKG

Total:

\$25,333.85

Item Notes: Please submit "0" for unit price

Package Items

3.1 Transmitter (AMR)

Component/Spare

Quantity: 152 UOM: Unit

Component/Spare Unit
Price

Price:

\$121.96

Total:

\$18,537.92

3.2 6 Foot Antenna (AMR)

Component/Spare

Quantity: 1 UOM: Unit

Component/Spare Unit
Price

Price:

\$24.40

Total:

\$24.40

3.3 20 Foot Antenna (AMR)

Component/Spare

Quantity: 1 UOM: Unit

Component/Spare Unit
Price

Price:

\$30.49

Total:

\$30.49

3.4 Meter Pins (N/A)

Component/Spare

Quantity: 36000 UOM: Unit

Component/Spare Unit
Price

Price:

\$0.17

Total:

\$6,120.00

3.5 Magnets (AMR)

Component/Spare

Quantity: 56 UOM: Unit

Component/Spare Unit
Price

Price:

\$11.09

Total:

\$621.04

4 Package Header

Section IV: AMI (450j) Kit Price Schedule per Unit

Quantity: 1 UOM: PKG

Total:

\$2,458.56

Item Notes: Please submit "0" for Unit Price

Package Items

4.1 5/8" x 3/4" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: Total:

4.2 3/4" SL (Pit PD)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: Total:

4.3 3/4" LL (Pit PD)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: Total:

4.4 1" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: Total:

4.5 1 1/2" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: Total:

4.6 2" (Turbine)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: Total:

4.7 2" (Compound)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: Total:

Supplier Notes:

4.8 3" (Compound)

Meter Size

AMI KIT
(Reg/Endpoint/Antenna)

Quantity: 1 UOM: Unit Price Price: \$307.32 Total: \$307.32

Supplier Notes: There is a low and high flow AMI Registers required for this Kit (that is what is quoted)

4.9 4" (Compound)

Meter Size

AMI KIT
(Reg/Endpoint/Antenna)

Quantity: 1 UOM: Unit Price Price: \$307.32 Total: \$307.32

Supplier Notes: There is a low and high flow AMI Registers required for this Kit (that is what is quoted)

4.10 6" (Compound)

Meter Size

AMI KIT
(Reg/Endpoint/Antenna)

Quantity: 1 UOM: Unit Price Price: \$307.32 Total: \$307.32

Supplier Notes: There is a low and high flow AMI Registers required for this Kit (that is what is quoted)

4.11 8" (Compound)

Meter Size

AMI KIT
(Reg/Endpoint/Antenna)

Quantity: 1 UOM: Unit Price Price: \$307.32 Total: \$307.32

Supplier Notes: There is a low and high flow AMI Registers required for this Kit (that is what is quoted)

5 Package Header

Section V: AMI (450i) UME Price Schedule per Unit

Quantity: 1 UOM: PKG Total: \$8,076.93

Item Notes: Please submit "0" for unit price

Package Items

5.1 2" (Turbine)

Meter Size

Quantity: 1 UOM: AMI/UME Unit Price Price: \$842.69 Total: \$842.69

5.2 2" (Compound)

Meter Size

Quantity: 1 UOM: AMI/UME Unit Price Price: \$914.64 Total: \$914.64

5.3 3" (Compound)

Meter Size

Quantity: 1 UOM: AMI/UME Unit Price Price: Total:

5.4 4" (Compound)

Meter Size

Quantity: 1 UOM: AMI/UME Unit Price Price: Total:

5.5 6" (Compound)

Meter Size

Quantity: 1 UOM: AMI/UME Unit Price Price: Total:

5.6 8" (Compound)

Meter Size

Quantity: 1 UOM: AMI/UME Unit Price Price: Total:

6 Package Header

Section VI: AMI Trade-in Allowance

The number of meters to be traded in shall be on a one to one basis. For every meter purchased by the City from the contract vendor, the City shall have the right to submit for a trade allowance, the same type and number.

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

6.1 5/8" x 3/4" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: Total:

6.2 3/4" SL (Pit PD)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: Total:

6.3 3/4" LL (Pit PD)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: Total:

6.4 1" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: Total:

6.5 1 1/2" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance
 Unit Price Price: Total:

6.6 2" (Turbine)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance
 Unit Price Price: Total:

6.7 5/8" x 3/4" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance
 Unit Price Price: Total:

6.8 3/4" SL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance
 Unit Price Price: Total:

6.9 3/4" LL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance
 Unit Price Price: Total:

6.10 1" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance
 Unit Price Price: Total:

6.11 1 1/2" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance
 Unit Price Price: Total:

6.12 2" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance
 Unit Price Price: Total:

7 Package Header

Section VII: AMR Trade-in Allowance

The number of meters to be traded in shall be on a one to one basis. For every meter purchased by the City from the contract vendor, the City shall have the right to submit for a trade allowance, the same type and number.

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

7.1 5/8" x 3/4" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: Total:

7.2 3/4" SL (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: Total:

7.3 3/4" LL (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: Total:

7.4 1" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: Total:

7.5 1 1/2" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: Total:

7.6 2" (Turbine)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: Total:

7.7 5/8" x 3/4" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: Total:

7.8 3/4" SL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: Total:

7.9 3/4" LL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: Total:

7.10 1" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance
Unit Price Price: Total:

7.11 1 1/2" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance
Unit Price Price: Total:

7.12 2" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance
Unit Price Price: Total:

Response Total: \$1,211,870.39



Bid Proposal for FY20-063 Laredo AMR/AMI Water Meter Annual

CUSTOMER	<p>CITY OF LAREDO 5816 DAUGHERTY @ WATER DISTRIBUTION LAREDO, TX 78041</p>	<p>Job FY20-063 Laredo AMR/AMI Water Meter Annual Bid Date: 06/11/2020 Bid #: 1364309</p>
CONTACT	<p>Sales Representative Brandon Smith (T) 210-657-1632 (F) 210-657-2321 Brandon.Smith3@coreandmain.com</p>	<p>Core & Main 7620 Grissom Rd San Antonio, TX 78251 (T) 210-684-1150</p>
NOTES		



Bid Proposal for FY20-063 Laredo AMR/AMI Water Meter Annual

CITY OF LAREDO
 Bid Date: 06/11/2020
 Core & Main 1364309

Core & Main
 7620 Grissom Rd
 San Antonio, TX 78251
 Phone: 210-684-1150
 Fax: 210-684-5521

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10			SECTION I AMR (R900I V5)			
40	1	NS	NEPTUNE 5/8 X 3/4 T10	EA	173.18	173.18
50			ED2B21RYMG11S1771 BRZ R900I V5			
70	5326	NS	NEPTUNE 3/4" SL T10	EA	198.79	1,058,755.54
80			ED2C21RYMG11S1771 BRZ R900I V5			
100	182	NS	NEPTUNE 1" T10	EA	246.35	44,835.70
110			ED2F21RYMG11S1771 BRZ R900I V5			
130	1	NS	NEPTUNE 1-1/2 T10	EA	428.05	428.05
140			ED2H11RYMG11S1771 BRZ R900I V5			
160	20	NS	NEPTUNE 2" HP TURBINE	EA	737.81	14,756.20
170			ET4ARYMG11S1771 BRZ R900I V5			
190	1	NS	NEPTUNE 5/8X3/4 MACH10	EA	274.40	274.40
200			EU1A5GS1771 BRZ R900I V5			
220	2	NS	NEPTUNE 3/4" SL MACH10	EA	285.72	571.44
230			EU1C5G1S1771 R900I V5			
250	1	NS	NEPTUNE 1" MACH 10	EA	302.20	302.20
260			EU1F5G1S1771 R900I V5			
280	114	NS	NEPTUNE 1-1/2 MACH10	EA	477.59	54,445.26
290			EU2A5G1S1771 R900I V5			
310	1	NS	NEPTUNE 2" MACH 10	EA	595.62	595.62
320			EU2E5G1S1771 R900I V5			
			SUBTOTAL			1,175,137.59
350			SECTION II AMR (R900I V5) KIT			
370	1	NS	NEPTUNE 5/8 REGISTER	EA	143.91	143.91
380			RYM2G11S1771 R900I V5			
400	2	NS	NEPTUNE 3/4 REGISTER	EA	143.91	287.82
410			RYM2G21S1771 R900I V5			
430	1	NS	NEPTUNE 1" REGISTER	EA	143.91	143.91
440			RYM2G31S1771 R900I V5			
460	1	NS	NEPTUNE 1-1/2 REGISTER	EA	143.91	143.91



Bid Proposal for FY20-063 Laredo AMR/AMI Water Meter Annual

Bid #: 1364309

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
470			RYM2G41S1771 R900I V5			
490	1	NS	NEPTUNE 2" TURBINE REGISTER	EA	143.91	143.91
500			RYM5G11S1771 R900I V5			
			SUBTOTAL			863.46
520			SECTION III AMR (R900I V5)			
530			INDIVIDUAL COMPONENTS			
560	152	NS	NEPTUNE MIU	EA	121.96	18,537.92
570			13383-200 R900I V5			
580			MIU STANDALONE GREY BOX			
600	1	4213749200	NEPTUNE 13749-200 ANTENNA ASSY 6' CABLE R900 LID MOUNT SLIP-ON	EA	24.40	24.40
620	1	4213749300	NEPTUNE 13749-300 ANTENNA ASSY 20' CABLE R900 LID MOUNT SLIP-ON	EA	30.49	30.49
640	36000	44NE9106001	9106-001 T-10 REG SEAL PIN BLK	EA	0.17	6,120.00
660	56	44NE12287001	12287-001 ACTIVATION MAGNET FOR R/900 UNITS	EA	11.09	621.04
			SUBTOTAL			25,333.85
680			SECTION IV AMI (R450I) KIT			
700	1	4206R42G11S1251	R42G11S1388 5/8" R450I T10 REG ISTER	EA	153.66	153.66
710	2	NS	R42G21S1388 3/4" R450I T10 REG	EA	153.66	307.32
720	1	NS	R42G31S1388 1" R450I T10 REG	EA	153.66	153.66
730	1	NS	R42G41S1388 1-1/2 R450 T10 REG	EA	153.66	153.66
740	1	NS	R45G11A1388 2" R450 HPT REG	EA	153.66	153.66
750			2 TRU/FLO KIT			
770	1	4206R42G11S1251	R42G11S1388 5/8" R450I T10 REG ISTER	EA	153.66	153.66
780			LOW FLOW			
790	1	NS	R45G11A1388 2" R450 HPT REG	EA	153.66	153.66
800			HIGH FLOW			
			SUBTOTAL			307.32
820			3 TRU/FLO KIT			
840	1	4206R42G11S1251	R42G11S1388 5/8" R450I T10 REG ISTER	EA	153.66	153.66
850			LOW FLOW			
860	1	NS	R43G21S1388 3" R450 HPT REG	EA	153.66	153.66
870			HIGH FLOW			
			SUBTOTAL			307.32
890			4 TRU/FLO KIT			
910	1	NS	R42G21S1388 3/4" R450I T10 REG	EA	153.66	153.66
920			LOW FLOW			
930	1	NS	R43G31S1388 4" R450 HPT REG	EA	153.66	153.66



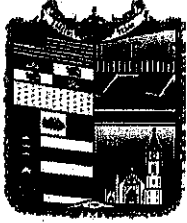
Bid Proposal for FY20-063 Laredo AMR/AMI Water Meter Annual

Bid #: 1364309

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
940			HIGH FLOW			
					SUBTOTAL	307.32
960			6 TRU/FLO KIT			
980	1	NS	R42G31S1388 1" R450I T10 REG	EA	153.66	153.66
990			LOW FLOW			
1000	1	NS	R43G41S1388 6" R450 HPT REG	EA	153.66	153.66
1010			HIGH FLOW			
					SUBTOTAL	307.32
1030			8X6 TRU/FLO KIT			
1050	1	NS	R42G31S1388 1" R450I T10 REG	EA	153.66	153.66
1060			LOW FLOW			
1070	1	NS	R43G41S1388 6" R450 HPT REG	EA	153.66	153.66
1080			HIGH FLOW			
					SUBTOTAL	307.32
1110			SECTION V AMI (450I) UME PRICE			
1120	1	NS	NEPTUNE 2" HPT UME R450	EA	842.69	842.69
1130	1	NS	NEPTUNE 2" T/F UME R450I	EA	914.64	914.64
1140	1	NS	NEPTUNE 3" T/F UME R450I	EA	997.63	997.63
1150	1	NS	NEPTUNE 4" T/F UME R450I	EA	1,354.88	1,354.88
1160	1	NS	NEPTUNE 6" T/F UME R450I	EA	1,918.30	1,918.30
1170	1	NS	NEPTUNE 8" T/F UME R450I	EA	2,048.79	2,048.79
					SUBTOTAL	8,076.93
					SUBTOTAL	1,211,870.39
					Sub Total	1,211,870.39
					Tax	0.00
					Total	1,211,870.39

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**AMR/AMI WATER METERS
UTILITIES 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 AMR/AMI water meters, meter kits (register/endpoint/antenna) and Unitizing Measuring Elements (UME's) for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M on June 11, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 12, 2020.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: AMR/AMI Water Meters–Utilities Department
FY20-063**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of AMR/AMI water meters, meter kits (register/endpoint/antenna) and Unitizing Measuring Elements (UME's) for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.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 June 11, 2020** and all bids received will be **opened** and read publicly on **June 12, 2020 at 10:00 AM.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: AMR/AMI Water Meters–Utilities Department
FY20-063**

**Bids can be downloaded and submitted through
Cit-E-Bid:**

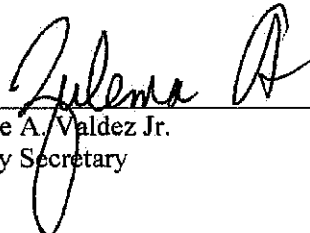
<https://cityoflaredo.ionwave.net/Login.aspx>

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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 19th DAY OF MAY 2020.


For: Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 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

CITY OF LAREDO
PURCHASING DIVISION

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of 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.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
AMR/AMI Water Meters
Utilities Department

15.0 Scope of Work

The City of Laredo currently has a Neptune AMR (Automatic Meter Reading) and AMI (Advanced Metering Infrastructure) systems. The City is requesting bids for the awarding of a twelve (12) month supply contract for the purchase of AMR/AMI water meters, meter kits (register/endpoint/antenna) and Unitizing Measuring Elements (UME's) to be used by the Utilities Department. The meters, meter kits and UME's must be 900i (V5) or better (if approved by the City) and work with our current system. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, June 1, 2020 to:

Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Margarita Ayala	(956) 721-2000	mayala@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. 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.

15.4 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.5 Supply and delivery of 5/8, 3/4, 1, and 1 1/2 -inch positive displacement cold water meters; 2-inch turbine cold water meters; 5/8, 3/4, 1, 1 1/2 and 2 inch Ultrasonic water meters; and all associated individual components and spare parts. All water meters must be complete with encoder registers with antenna. The attached antenna must be pre-assembled.

15.6 The City seeks to enter into a contract with a qualified vendor responsible for supplying the AMR/AMI meters, meter kits and UME's. For reliability and meter reading integrity, the vendor shall be the **sole manufacturer** of the different components of the system (endpoints, data collector, host software, and meters).

15.7 The successful bidder will support the AMR and fixed AMI network system on an on-going basis.

**CITY OF LAREDO
PURCHASING DIVISION**

16.0 Water Meter and Register Specifications

Please respond to each requirement by stating "Yes/No" in the Yes box. If the responder feels a clarification is necessary, please add in the description/clarification box.

Requirement	Comply?	Description/Clarification (if necessary)
Controlling Specifications		
The water meters to be furnished shall equal or exceed the requirements of AWWA Standard C-700-15 for Cold Water Meters- Displacement Type, AWWA Standard C-701-15 for Turbine Meters and AWWA Standard C715-18 for Electromagnetic and Ultrasonic Type (latest revision).		
Certification		
All meters must meet the Safe Drinking Water Act (SDWA) per NSF/ANSI 61 and NSF/ANSI 372. Documentation verifying NSF certification compliance must be submitted with the Bid.		
Size and Length		
5/8" x 3/4", 3/4" x 3/4", 1", 1 1/2" PD, Ultrasonic and Turbine meters must meet the following length requirements: 5/8" x 3/4"-7 1/2"; 3/4" x 3/4" short length-7 1/2"; 3/4" X 3/4" long length-9"; 1"-10 3/4"; and 1 1/2"-13". The 2" turbine meters must be 10"; and the 2" Ultrasonic meters shall be 15 1/4".		
Cases		
All PD and Turbine meters shall have a non-corrosive waterworks bronze outer case with a separate measuring chamber which can be easily removed from the case. The Ultrasonic meters will have a bronze main case. All meters shall have cast on them, in raised characters, the size and direction of flow through the meter. Bronze bottoms shall be provided on 5/8" x 3/4", 3/4" x 3/4", 1", 1 1/2" and 2" meters. The PD and Turbine meters can be the split case type with bronze lower and upper shell assemblies. All water meter cases must be equipped with a frost protection bottom plate to prevent meter damage due to freezing temperatures.		
External Bolts		
All external bolts shall be stainless 316 steel material and be easily removed from the main case. Note: Meters 1 1/2", and 2" shall include bolts (size length may be requested by customer), nuts (316 stainless steel coated), gaskets (full face red rubber		

**CITY OF LAREDO
PURCHASING DIVISION**

Requirement	Comply?	Description/Clarification (if necessary)
meter flange gaskets) and flanges (bronze for 1 ½” and 2”).		
Registers-absolute encoders		
Registers must be an integrated register and transmitter with no external wires, except for a quick connect to the external antenna and meet AWWA Standard C707-10 (R16) or the latest revised standard issued by AWWA for absolute encoded registers.		
The encoder register shall provide a digital output based on solid state technology. It shall read in U.S. gallons. For AMR and AMI, it will have a nine (9) digit digital readout.		
The encoder technology shall incorporate features that eliminate dashed readings.		
The encoder register must be constructed of a scratch resistant glass face, non-corrosive metal bottom and a permanent seal.		
The encoder register shall have a plastic or bronze lid that covers the glass face for added protection with a serial number for Meter Interface Unit (MIU) identification on the register.		
All reduction gearing shall be contained in a permanently hermetically sealed, tamperproof enclosure made from a corrosive resistant material.		
Registers shall provide remote leak detection, reverse flow detection, and the manufacturer shall provide tamper resistant registers at no additional cost.		
The date of manufacture of the register shall be clearly indicated on the face of the register.		
Registers must come with a 6 foot antenna cable (20 foot if requested) with antenna. The cable must be suitable for direct burial and exposed mounting. The register and connections must be waterproof and corrosion proof.		
The register shall have a bar code indicating the register serial number printed on the register.		

**CITY OF LAREDO
PURCHASING DIVISION**

Requirement	Comply?	Description/Clarification (if necessary)
Magnetic Chamber		
The measuring chamber shall be of a suitable synthetic polymer and shall not be cast as part of the main case for PD and Turbines. The chamber's division plate shall be of synthetic polymer. The chamber's bottom plate shall be held in place without the use of fasteners.		
Magnetic Coupling		
The motion of the piston or disc will be transmitted to the sealed register through the use of a direct magnetic drive without any intermediate mechanical coupling.		
Strainers		
All meters sizes must be provided with a corrosive resistant internal strainer for PDs and Turbines.		
Accuracy and Head Loss		
Meters shall conform to current AWWA test flow and accuracy standards and have a factory test tag certifying the accuracy at the flows required by AWWA C700, C701 & C715.		
Pressure Capability		
PD meters shall operate up to a working pressure of 150 pounds per square inch, without leakage or damage to any parts. Turbine and Ultrasonic meters shall operate up to a working pressure of 175 pounds per square inch, without leakage or damage to any parts. The accuracy shall not be affected when operating at this pressure due to possible distortion.		
Warranty		
Bidders should have a minimum of 10 years' experience with their meters and be actively engaged in the manufacturing of their meters in the United States of America. All meters shall be guaranteed against defects in material and workmanship for a period of twenty (20) years from the date of shipment. All absolute encoders, registers and endpoints will be warranted against defects and workmanship for a period of 20 years with 10 fixed and 10 at a prorated rate from the date of the shipment.		

**CITY OF LAREDO
PURCHASING DIVISION**

Requirement	Comply?	Description/Clarification (if necessary)
In addition, the manufacturer must provide a meter warranty on the meters and absolute encoder registers.		

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 three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

17.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

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 by sections** 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.

18.1 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

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. 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

20.0 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

CITY OF LAREDO
PURCHASING DIVISION

21.0 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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

22.0 Tab B Price Schedule

22.1 Section I AMR (900i V5) Meter Price Schedule per Unit

Meter Size	Meter Type	Est. Qty's	AMR Complete Meter Unit Price	Ext. Total
5/8" x 3/4"	Pit PD	1	\$	\$
3/4" SL	Pit PD	5325	\$	\$
3/4" LL	Pit PD	1	\$	\$
1"	Pit PD	182	\$	\$
1 1/2"	Pit PD	1	\$	\$
2"	Turbine	20	\$	\$
5/8" x 3/4"	Ultrasonic	1	\$	\$
3/4" SL	Ultrasonic	1	\$	\$
3/4" LL	Ultrasonic	1	\$	\$
1"	Ultrasonic	1	\$	\$
1 1/2"	Ultrasonic	114	\$	\$
2"	Ultrasonic	1	\$	\$
			Total	\$

22.2 Section II AMR (900i V5) Kit Price Schedule per Unit

Meter Size	Meter Type	Est. Qty's	AMR Kit (Reg/Endpoint/Antenna) Unit Price	Ext. Total
5/8" x 3/4"	Pit PD	1	\$	\$
3/4" SL	Pit PD	1	\$	\$
3/4" LL	Pit PD	1	\$	\$
1"	Pit PD	1	\$	\$
1 1/2"	Pit PD	1	\$	\$
2"	Turbine	1	\$	\$
			Total	\$

22.3 Section III AMR (900i V5) Associated Individual Components and Spares Price Schedule per Unit

Component/Spare	AMR	Est. Qty's	Component/Spare Unit Price	Ext. Total
Transmitter	AMR	152	\$	\$
6 Foot Antenna	AMR	1	\$	\$
20 Foot Antenna	AMR	1	\$	\$
Meter Pins	N/A	36000	\$	\$
Magnets	AMR	56	\$	\$
			Total	\$

**CITY OF LAREDO
PURCHASING DIVISION**

22.4 Section IV AMI (450i) Kit Price Schedule per Unit

Meter Size	Meter Type	Est. Qty's	AMI Kit (Reg/Endpoint/Antenna) Unit Price	Ext. Total
5/8" x 3/4"	Pit PD	1	\$	\$
3/4" SL	Pit PD	1	\$	\$
3/4" LL	Pit PD	1	\$	\$
1"	Pit PD	1	\$	\$
1 1/2"	Pit PD	1	\$	\$
2"	Turbine	1	\$	\$
2"	Compound	1	\$	\$
3"	Compound	1	\$	\$
4"	Compound	1	\$	\$
6"	Compound	1	\$	\$
8"	Compound	1	\$	\$
			Total	\$

22.5 Section V AMI (450i) UME Price Schedule per Unit

Meter Size	Meter Type	Est. Qty's	AMI UME Unit Price	Ext. Total
2"	Turbine	1	\$	\$
2"	Compound	1	\$	\$
3"	Compound	1	\$	\$
4"	Compound	1	\$	\$
6"	Compound	1	\$	\$
8"	Compound	1	\$	\$

22.6 Section VI AMI Trade-in Allowance

The number of meters to be traded in shall be on a one to one basis. For every meter purchased by the City from the contract vendor, the City shall have the right to submit for a trade allowance, the same type and number.

Meter Size	Meter Type	AMI Unit Price
5/8" x 3/4"	Pit PD	\$
3/4" SL	Pit PD	\$
3/4" LL	Pit PD	\$
1"	Pit PD	\$
1 1/2"	Pit PD	\$
2"	Turbine	\$
5/8" x 3/4"	Ultrasonic	\$
3/4" SL	Ultrasonic	\$
3/4" LL	Ultrasonic	\$
1"	Ultrasonic	\$
1 1/2"	Ultrasonic	\$
2"	Ultrasonic	\$

**CITY OF LAREDO
PURCHASING DIVISION**

22.7 Section VII AMR Trade-in Allowance

The number of meters to be traded in shall be on a one to one basis. For every meter purchased by the City from the contract vendor, the City shall have the right to submit for a trade allowance, the same type and number.

Meter Size	Meter Type	AMR Unit Price
5/8" x 3/4"	Pit PD	\$
3/4" SL	Pit PD	\$
3/4" LL	Pit PD	\$
1"	Pit PD	\$
1 1/2"	Pit PD	\$
2"	Turbine	\$
5/8" x 3/4"	Ultrasonic	\$
3/4" SL	Ultrasonic	\$
3/4" LL	Ultrasonic	\$
1"	Ultrasonic	\$
1 1/2"	Ultrasonic	\$
2"	Ultrasonic	\$

**CITY OF LAREDO
PURCHASING DIVISION**

23.0 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

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

CITY OF LAREDO
PURCHASING DIVISION

24.0 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 or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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:

25.0 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

*2. Contract Information.

a) Contract or Project name(s):

b) Originating Department(s):

*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or

CITY OF LAREDO
PURCHASING DIVISION

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

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)

Signature

Title

Company or DBA

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

26.0 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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

**CITY OF LAREDO
PURCHASING DIVISION**

27.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 11, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 12, 2020.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: AMR/AMI Water Meters–Utilities Department
FY20-063**

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: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Michael F. Rodgers, Acting Utilities Department Director, Miguel A. Pecador, Purchasing Agent

SUBJECT

Consideration to award supply contract number FY20-065 to the low bidder, Tenoch Distribution, from San Antonio, TX in the estimated amount of \$350,000.00 for the purchase of PVC pipe used by the Utilities department. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six (6) more additional six (6) month periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two bids through Cit-E-Bid for awarding a contract for providing the Utilities Department with PVC pipe. Staff is recommending that a contract be awarded to the low bidder, Tenoch Distribution. The bid pricing will be firm fixed for six months from the date of award and there is an option to extend for six additional six month periods.

The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six (6), additional six (6) month 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 (30) 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. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary

				Tenoch Distribution	Core & Main
Item	Description	Estimated Quantity		Unit Price	Unit Price
1	2" Pipe, 20' joints DR-21	2,000	Ft.	\$ 0.47	\$ 0.44
2	3" Pipe, 20' joints DR-21	200	Ft.	\$ 1.02	\$ 0.88
3	4" Pipe, PC305-DR-14	200	Ft.	\$ 2.84	\$ 2.54
4	6" Pipe, PC305-DR-14	10,000	Ft.	\$ 4.84	\$ 4.92
5	8" Pipe, PC305-DR-14	30,000	Ft.	\$ 8.28	\$ 8.45
6	10" Pipe, PC305-DR-14	3,000	Ft.	\$ 12.86	\$ 12.86
7	12" Pipe, PC305-DR-14	6,000	Ft.	\$ 17.85	\$ 18.17
8	14" Pipe, DR-18	400	Ft.	\$ 22.60	\$ 21.69
9	16"Pipe, DR-18	9,000	Ft.	\$ 24.95	\$ 25.30
10	18"Pipe,DR-18	200	Ft.	\$ 39.88	\$ 35.52
11	20"Pipe,DR-18	2,000	Ft.	\$ 38.45	\$ 39.65
12	24"Pipe,DR-18	3,000	Ft.	\$ 53.98	\$ 56.38
13	30"Pipe,DR-18	400	Ft.	\$ 88.51	\$ 111.23
14	36"Pipe,DR-21	400	Ft.	\$ 146.29	\$ 165.31
15	PVCO C909 Pipe 6" Pipe	5,000	Ft.	\$ 4.68	\$ 4.77
16	PVCO C909 Pipe 8" Pipe	5,000	Ft.	\$ 8.62	\$ 9.11
17	PVCO C909 Pipe 10" Pipe	1,000	Ft.	\$ 13.50	\$ 10.46

18	PVCO C909 Pipe 12" Pipe	5,000	Ft.	\$ 17.58	\$ 20.00
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COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55700001410000
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

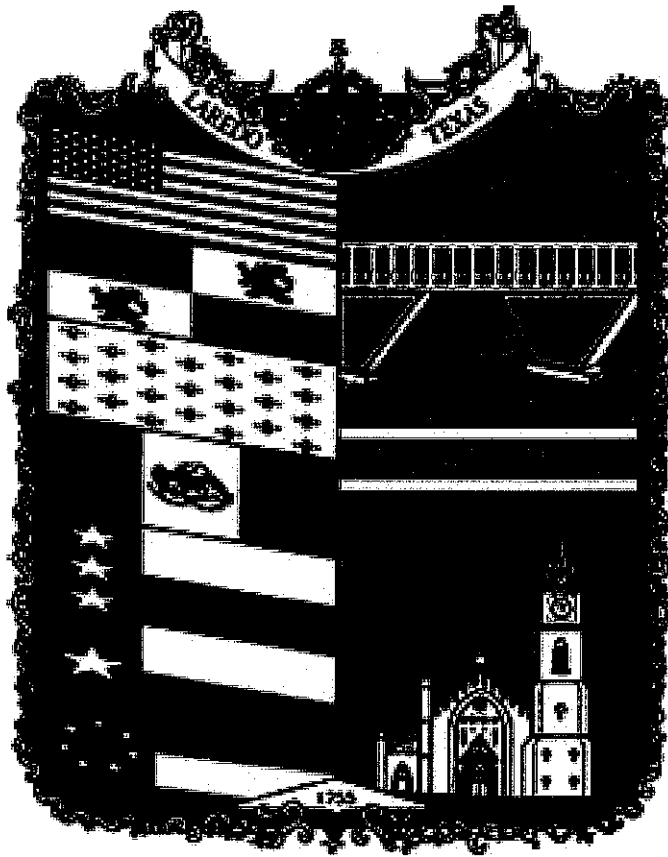
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY20-065
FY20-065 Contract

Line #	Description	QTY	UOM	Estimated	Tenoch Distribution LLC		Core and Main	
					Total Price	Extended	Total Price	Extended
					Unit	Unit	Unit	Unit
1	2" Pipe, 20' joints with Bell PC 200 DR-21 (IPS-O.D.)	2000	ft		\$0.47	\$940.00	<u>\$0.44</u>	\$880.00
2	3" Pipe, 20' joints with Bell PC 200 DR-21 (IPS-O.D.)	200	ft		\$1.02	\$204.00	<u>\$0.88</u>	\$176.00
3	4" Pipe, PC305, DR-14, C900-16	200	ft		\$2.84	\$568.00	<u>\$2.54</u>	\$508.00
4	6" Pipe, PC305, DR-14, C900-16	10000	ft		<u>\$4.84</u>	\$48,400.00	\$4.92	\$49,200.00
5	8" Pipe, PC305, DR-14, C900-16	30000	ft		<u>\$8.28</u>	\$248,400.00	\$8.45	\$253,500.00
6	10" Pipe, PC305, DR-14, C900-16	3000	ft		<u>\$12.86</u>	\$38,580.00	<u>\$12.86</u>	\$38,580.00
7	12" Pipe, PC305, DR-14, C900-16	6000	ft		<u>\$17.85</u>	\$107,100.00	\$18.17	\$109,020.00
8	14" Pipe, PC 235, DR-18, C900-16	400	ft		\$22.60	\$9,040.00	<u>\$21.69</u>	\$8,676.00
9	16" Pipe, PC 235, DR-18, C900-16	9000	ft		<u>\$24.95</u>	\$224,550.00	\$25.30	\$227,700.00
10	18" Pipe, PC 235, DR-18, C900-16	200	ft		\$39.88	\$7,976.00	<u>\$35.52</u>	\$7,104.00
11	20" Pipe, PC 235, DR-18, C900-16	2000	ft		<u>\$38.45</u>	\$76,900.00	\$39.65	\$79,300.00
12	24" Pipe, PC 235, DR-18, C900-16	3000	ft		<u>\$53.98</u>	\$161,940.00	\$56.38	\$169,140.00
13	30" Pipe, PC 235, DR-18, C900-16	400	ft		<u>\$88.51</u>	\$35,404.00	\$111.23	\$44,492.00
14	36" Pipe, PC 200, DR-21, C900-16	400	ft		<u>\$146.29</u>	\$58,516.00	\$165.31	\$66,124.00
15	PVCO C909 Pipe 6" Pipe, PC305, C909	5000	ft		<u>\$4.68</u>	\$23,400.00	\$4.77	\$23,850.00
16	PVCO C909 Pipe 8" Pipe, PC305, C909	5000	ft		<u>\$8.62</u>	\$43,100.00	\$9.11	\$45,550.00
17	PVCO C909 Pipe 10" Pipe, PC305, C909	1000	ft		\$13.50	\$13,500.00	<u>\$10.46</u>	\$10,460.00
18	PVCO C909 Pipe 12" Pipe, PC305, C909	5000	ft		<u>\$17.58</u>	\$87,900.00	\$20.00	\$100,000.00

Line #
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FY20-065
Tenoch Distribution LLC
Supplier Response

Event Information

Number: FY20-065
Title: PVC Pipe Supply
Type: Request For Bid
Issue Date: 5/22/2020
Deadline: 6/16/2020 05:00 PM (CT)
Notes: **MANUAL BID DROP-OFF PROCEDURES**

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked

with
the following:

- Name of Bid
- Name of Company submitting Bid
- Address of Company submitting Bid

1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Contact Information

Contact: Juan Arriaga
Address: Utilities
5816 Daugherty
Laredo, TX 788041
Phone: (956) 721-2013
Email: jarriga@ci.laredo.tx.us

Tenoch Distribution LLC Information

Contact: Rolando Venegas
Address: 6740 Low Bid Lane #2
San Antonio, TX 78250
Phone: (210) 971-8323
Fax: (844) 361-8847
Email: rvenegas@tenochdistribution.com

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

Rolando Venegas

Signature

Submitted at 6/16/2020 4:24:05 PM

Rvenegas@TENOCHDistribution.com

Email

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

Tenoch Distribution LLC

3 State how long under has the business been in its present business name

3 years

4 If applicable, list all other names under which the Business identified above operated in the last five years

Tenoch Distribution LLC

5 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

n/a

7 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

n/a

8 State if the Company is a certified minority business enterprise

Small Disadvantaged Business Enterprise (SCBC)

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

1
4 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)
Rolando Venegas

1
5 **Question 2. Contract Information**
Please include the following: a)Contract or Project Name b)Originating Department
FY20-065 PVC Pipe

1
6 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**
Tenoch Distribution LLC
Rolando Venegas

1
7 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**
Not Applicable

1
8 **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

1
9 **Question 5. List any individuals or entities that will be subcontractors on this contract**
Not Applicable

2
0 **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

2
1 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**
Not Applicable

2
2 **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

2
3 **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 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 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

2
4 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

n/a

2
5 **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.

2
6 **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

2
7 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest in question 8, please list them in this section.

n/a

2
8 **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

2
9 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

30 Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

31 Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Tenoch Distribution LLC
Rolando Venegas
Owner

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 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing

for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave, Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of

an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be **awarded by item 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. (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

3 Ordinance 2018-O-175

4 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

3 Request for Quote - Award by Total

5 This request for quote 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.

Bid Lines

1 2" Pipe, 20' joints with Bell- PC 200 DR-21 (IPS-O.D.)
Quantity: 2000 UOM: ft Price: Total:
Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*
Supplier Notes:

2 3" Pipe, 20' joints with Bell- PC 200 DR-21 (IPS-O.D.)
Quantity: 200 UOM: ft Price: Total:
Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*
Supplier Notes:

3 4" Pipe, PC305, DR-14, C900-16
Quantity: 200 UOM: ft Price: Total:
Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*
Supplier Notes:

4 6" Pipe, PC305, DR-14, C900-16
Quantity: 10000 UOM: ft Price: Total:
Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*
Supplier Notes:

5 8" Pipe, PC305, DR-14, C900-16
Quantity: 30000 UOM: ft Price: Total:
Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*
Supplier Notes:

6 10" Pipe, PC305, DR-14, C900-16
Quantity: 3000 UOM: ft Price: Total:
Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*
Supplier Notes:

7 12" Pipe, PC305, DR-14, C900-16
Quantity: 6000 UOM: ft Price: Total:
Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*
Supplier Notes:

8	14" Pipe, PC 235, DR-18, C900-16		
Quantity: <u>400</u>	UOM: <u>ft</u>	Price: <input type="text" value="\$22.60"/>	Total: <input type="text" value="\$9,040.00"/>
Item Notes:	*Note: Please state the manufacturer/name brand of the product you will be submitting.		
Supplier Notes:	<input type="text" value="JM EAGLE"/> <input type="text" value="Price is per foot"/>		

9	16" Pipe, PC 235, DR-18, C900-16		
Quantity: <u>9000</u>	UOM: <u>ft</u>	Price: <input type="text" value="\$24.95"/>	Total: <input type="text" value="\$224,550.00"/>
Item Notes:	*Note: Please state the manufacturer/name brand of the product you will be submitting.		
Supplier Notes:	<input type="text" value="JM EAGLE"/> <input type="text" value="Price is per foot"/>		

10	18" Pipe, PC 235, DR-18, C900-16		
Quantity: <u>200</u>	UOM: <u>ft</u>	Price: <input type="text" value="\$39.88"/>	Total: <input type="text" value="\$7,976.00"/>
Item Notes:	*Note: Please state the manufacturer/name brand of the product you will be submitting.		
Supplier Notes:	<input type="text" value="JM EAGLE"/> <input type="text" value="Price is per foot"/>		

11	20" Pipe, PC 235, DR-18, C900-16		
Quantity: <u>2000</u>	UOM: <u>ft</u>	Price: <input type="text" value="\$38.45"/>	Total: <input type="text" value="\$76,900.00"/>
Item Notes:	*Note: Please state the manufacturer/name brand of the product you will be submitting.		
Supplier Notes:	<input type="text" value="JM EAGLE"/> <input type="text" value="Price is per foot"/>		

12	24" Pipe, PC 235, DR-18, C900-16		
Quantity: <u>3000</u>	UOM: <u>ft</u>	Price: <input type="text" value="\$53.98"/>	Total: <input type="text" value="\$161,940.00"/>
Item Notes:	*Note: Please state the manufacturer/name brand of the product you will be submitting.		
Supplier Notes:	<input type="text" value="JM EAGLE"/> <input type="text" value="Price is per foot"/>		

13	30" Pipe, PC 235, DR-18, C900-16		
Quantity: <u>400</u>	UOM: <u>ft</u>	Price: <input type="text" value="\$88.51"/>	Total: <input type="text" value="\$35,404.00"/>
Item Notes:	*Note: Please state the manufacturer/name brand of the product you will be submitting.		
Supplier Notes:	<input type="text" value="JM EAGLE"/> <input type="text" value="Price is per foot"/>		

14	36" Pipe, PC 200, DR-21, C900-16		
Quantity: <u>400</u>	UOM: <u>ft</u>	Price: <input type="text" value="\$146.29"/>	Total: <input type="text" value="\$58,516.00"/>
Item Notes:	*Note: Please state the manufacturer/name brand of the product you will be submitting.		
Supplier Notes:	<input type="text" value="JM EAGLE"/> <input type="text" value="Price is per foot"/>		

1 5	PVCO C909 Pipe
	6" Pipe, PC305, C909
	Quantity: <u>5000</u> UOM: <u>ft</u> Price: <input type="text" value="\$4.68"/> Total: <input type="text" value="\$23,400.00"/>
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
Supplier Notes: <input type="text" value="JM EAGLE"/> Price is per foot	

1 6	PVCO C909 Pipe
	8" Pipe, PC305, C909
	Quantity: <u>5000</u> UOM: <u>ft</u> Price: <input type="text" value="\$8.62"/> Total: <input type="text" value="\$43,100.00"/>
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
Supplier Notes: <input type="text" value="JM EAGLE"/> Price is per foot	

1 7	PVCO C909 Pipe
	10" Pipe, PC305, C909
	Quantity: <u>1000</u> UOM: <u>ft</u> Price: <input type="text" value="\$13.50"/> Total: <input type="text" value="\$13,500.00"/>
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
Supplier Notes: <input type="text" value="JM EAGLE"/> Price is per foot ****10" subject to availability *****	

1 8	PVCO C909 Pipe
	12" Pipe, PC305, C909
	Quantity: <u>5000</u> UOM: <u>ft</u> Price: <input type="text" value="\$17.58"/> Total: <input type="text" value="\$87,900.00"/>
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.
Supplier Notes: <input type="text" value="JM EAGLE"/> Price is per foot	

Response Total: \$1,186,418.00



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**PVC PIPE SUPPLY CONTRACT
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a six month supply contract for the purchase of PVC pipe used by the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M on June 16, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 17, 2020.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: PVC Pipe Supply Contract–Utilities Department
FY20-065**

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
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding a six month supply contract for the purchase of PVC pipe used by the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.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 June 16, 2020** and all bids received will be **opened** and read publicly on **June 17, 2020 at 10:00 AM.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: PVC Pipe Supply Contract –Utilities Department
FY20-065**

**Bids can be downloaded and submitted through
Cit-E-Bid:**

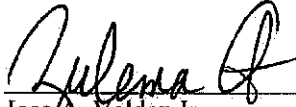
<https://cityoflaredo.ionwave.net/Login.aspx>

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 22nd DAY OF MAY 2020.

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be **awarded by item 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.
- (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

CITY OF LAREDO
PURCHASING DIVISION

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham 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.

CITY OF LAREDO
PURCHASING DIVISION

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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of 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.

CITY OF LAREDO
PURCHASING DIVISION

**Formal Invitation for Bids
PVC Pipe Supply Contract
Utilities Department**

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 awarding a six month supply contract for the purchase of PVC pipe used by the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, June 5, 2020 to:

Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Juan P. Arriaga	(956) 721-2010	jariaga@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 to ensure accurateness. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested specifications. 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 Vendor will be responsible for all shipping and handling. Vendor must have a sufficient stock of items/supplies to meet the needs of the City of Laredo. 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.

15.4 Pricing shall remain constant for a period of six months. Any price increases shall include comprehensive detailed reports as to previous pricing, current pricing, increases, comparisons and any available predictions/forecasting.

15.5 Any and all materials purchased through this bid shall be in accordance with applicable laws of Texas Commission on Environmental Quality (TCEQ), Environmental Protection Agency (EPA), and any applicable Federal and State laws to be in compliance with any issues of public safety.

16.0 PVC Pipe Specifications

The City of Laredo is seeking to establish pricing for PVC pipe and related products in various size and lengths that shall be shown in 22.1 Section PVC Pipe.

16.1 Based on previous use the City of Laredo reserves the right to purchase an additional 10,000 feet of 8" PC305, DR14, C900-16 PVC pipe as needed. 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.

CITY OF LAREDO
PURCHASING DIVISION

- 16.2 Specifications for PVC C900-16 and PVCO C909 pipes for conveyance of Potable water
- 16.3 Physical Requirements for AWWA PVC C900-16 Pipe
Material: Pipe compound shall meet or exceed cell class 12454 per ASTM D1784-20 "Standard Classification System and Basis for Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds."
- 16.4 Standard Laying Lengths: Standard laying lengths shall be 20 ft. (± 1 ") for all sizes.
Hydrostatic Test: Each length of pipe, including the joint, shall be tested to two times the pressure class of the pipe for a minimum of 5 seconds at the pressure listed in the table below.
- PC 165 DR25, Hydrostatic Test: 330 psi
PC 235 DR18, Hydrostatic Test: 470 psi
PC 305 DR 14, Hydrostatic Test: 610 psi
- 16.5 Quick Burst Test: Randomly selected samples tested in accordance with ASTM D1599-18, "Standard Test Method for Resistance to Short-Time Hydraulic Pressure of Plastic Pipe, Tubing, and Fittings", and shall withstand the pressures listed below when applied in 60 to 70 seconds.
- PC 165 DR25, Burst Test: 535 psi
PC 235 DR18, Burst Test: 755 psi
PC 305 DR14, Burst Test: 985 psi
- 16.6 Agency Listings: Underwriter's Laboratory (UL), Factory Mutual (FM), ANSI/NSF 61
- 16.6.1 Short Form Specification for AWWA C900-16
This specification designates general requirements for Polyvinyl Chloride (PVC) water distribution pipe in sizes 4-inch through 12-inch, with integral bell and spigot joints for the conveyance of water and other liquids.
- 16.6.2 Pipe: Pipe shall meet the requirements of AWWA C900-16 "Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4-Inch through 60-Inch" for potable water.
- 16.6.3 Other Requirements: • Provisions must be made for expansion and contraction at each joint with an elastomeric seal. • The bell shall consist of an integral thickened wall section with an elastomeric seal. The wall thickness in the bell section shall conform to the requirements of Section 6.2 of ASTM D3139-19 "Standard Specification for Joint for Plastic Pressure Pipes Using Flexible Elastomeric Seals."
- 16.6.4 When used for potable water systems, pipe shall meet the requirements of ANSI/NSF 61 "Drinking Water System Components — Health Effects." • The pipe shall be manufactured to cast iron outside diameters (CIOD) in accordance with AWWA C900-16. The seal shall meet the requirement of ASTM F477-14 "Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe."
- 16.7 Physical Requirements for AWWA PVCO C909 "Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe for Water Distribution"
Material: Pipe compound shall meet cell class 12454 per ASTM F1483-17 "Standard Specification for Oriented Poly (Vinyl Chloride), PVCO, Pressure Pipe."
- Standard Laying Lengths: Standard laying lengths shall be 20 ft. (± 1 ") for all sizes.
Hydrostatic Test: Each length of pipe, including the joint, shall be tested to four times the pressure rating of the pipe for a minimum of 5 seconds at the pressure listed in the table below.
- PC 305 DR 14, Hydrostatic Test: 1,220 psi

**CITY OF LAREDO
PURCHASING DIVISION**

Quick Burst Test: Randomly selected samples tested in accordance with C909 shall withstand, without failure, the pressures listed below when applied in 60 to 70 seconds.

PC 305 DR14, Burst Test: 985 psi

- 16.8 Drop Impact Test. The pipe shall withstand the UL 1285 Impact test requirements using TUP "B" and Flat Plate Holder "B" at the Impact energy specified in the table below and there shall be no visible evidence of cracking or splitting when the energy is imposed.

Pipe Size (in.)	Impact (ft/lbs)
6	100
8	100
10	100
12	100

- 16.9 Agency Listing: ANSI/NSF 61

- 16.9.1 Short Form Specification for AWWA C909, "Molecularly Oriented Polyvinyl Chloride (PVC) Pressure Pipe for Water Distribution" Pipe

This specification designates general requirements for Molecularly Oriented Polyvinyl Chloride (PVC) water transmission and distribution pipe in sizes 4-inch through 16-inch, with integral bell and spigot joints for the conveyance of potable water.

Pipe: Pipe shall meet the requirements of AWWA C909 "Molecularly Oriented Polyvinyl Chloride (PVC) Pressure Pipe for Water Distribution" Pipe.

- 16.9.2 Other Requirements: • Provisions must be made for expansion and contraction at each joint with an elastomeric seal. • The bell shall consist of an integral thickened wall section with an elastomeric seal. The wall thickness in the bell section shall conform to the requirements of Section 6.2 of ASTM D3139, "Standard Specification for Joint for Plastic Pressure Pipes Using Flexible Elastomeric Seals."

When used for potable water systems, pipe shall meet the requirements of ANSI/NSF 61 "Drinking Water System Components — Health Effects." • The pipe shall be manufactured to cast iron outside diameters (CIOD) in accordance with AWWA C909. • The seal shall meet the requirements of ASTM F477 "Standard for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

17.0 Term of Contract

The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six, additional six (6) month 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 (30) 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.

CITY OF LAREDO
PURCHASING DIVISION

17.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

18.0 Award of Contract

This contract will be **awarded by item total** 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.

18.1 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.

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. 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

20.0 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

CITY OF LAREDO
PURCHASING DIVISION

21.0 **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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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		

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

**CITY OF LAREDO
PURCHASING DIVISION**

22.0 Tab B Price Schedule

22.1 Section I: PVC Pipe

	Description	Estimated Qty.	Unit Price/ft.	Ext. Price	MFR/ Brand
1	2" Pipe, 20' joints with Bell- PC 200 DR-21 (IPS-O.D.)	2,000	\$	\$	
2	3" Pipe, 20' joints with Bell- PC 200 DR-21 (IPS-O.D.)	200	\$	\$	
3	4" Pipe, PC305, DR-14, C900-16	200	\$	\$	
4	6" Pipe, PC305, DR-14, C900-16	10,000	\$	\$	
5	8" Pipe, PC305, DR-14, C900-16	30,000	\$	\$	
6	10" Pipe, PC305, DR-14, C900-16	3,000	\$	\$	
7	12" Pipe, PC305, DR-14, C900-16	6,000	\$	\$	
8	14" Pipe, PC 235, DR-18, C900-16	400	\$	\$	
9	16" Pipe, PC 235, DR-18, C900-16	9,000	\$	\$	
10	18" Pipe, PC 235, DR-18, C900-16	200	\$	\$	
11	20" Pipe, PC 235, DR-18, C900-16	2,000	\$	\$	
12	24" Pipe, PC 235, DR-18, C900-16	3,000	\$	\$	
13	30" Pipe, PC 235, DR-18, C900-16	400	\$	\$	
14	36" Pipe, PC 200, DR-18, C900-16	400	\$	\$	
	PVCO C909 Pipes				
15	6" Pipe, PC305, C909	5,000	\$	\$	
16	8" Pipe, PC305, C909	5,000	\$	\$	
17	10" Pipe, PC305, C909	1,000	\$	\$	
18	12" Pipe, PC305, C909	5,000	\$	\$	
Total				\$	

*******Unit Price per foot*******

CITY OF LAREDO
PURCHASING DIVISION

23.0 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

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

CITY OF LAREDO
PURCHASING DIVISION

24.0 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 or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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:

25.0 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

*2. Contract Information.

a) Contract or Project name(s):

b) Originating Department(s):

*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or

**CITY OF LAREDO
PURCHASING DIVISION**

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

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)

Signature

Title

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

26.0 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

26.1 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.

26.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

**CITY OF LAREDO
PURCHASING DIVISION**

27.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M on June 16, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 17, 2020.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: PVC Supply Contract–Utilities Department
FY20-065**

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: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Michael F. Rodgers, Utilities Department Director, Miguel A. Pesador, Purchasing Agent

SUBJECT

Consideration to award a two (2) year supply contract to the sole source provider Xylem Water Solutions, Carrollton, Texas for the purchase of replacement submersible water and drainage pumps, parts, and service for the Wastewater Treatment plants and lift stations for the Utilities Department. This contract will be for an estimated annual amount of \$650,000.00. All pumps, parts, and services will be secured on an as needed basis. Funding is available in the Utilities department budget and is contingent upon the availability of appropriated funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a two year contract on 5/31/16 and on 7/16/18.

BACKGROUND

The City of Laredo Utilities Department Wastewater Treatment Plants have used this vendor's parts and services for several years and have had no issues with either their products and/or services. Staff is requesting that Council approve the waiver of bidding procedures and validate the issuance of a sole-source two year supply contract to Xylem Water Solutions for the replacement of deteriorated pump parts and accessories at the Wastewater Treatment plants and lift stations. Xylem Water Solutions is the sole source provider in Texas for the replacement of submersible pumps (.25HP-1250HP), mixers (1.2HP-40HP), parts, service, rental, and control. The loss of existing pumps could result in state (TCEQ) fines.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942205332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942105332037
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942205332037
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942105332030
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

Sole Source Letter Xylem



Xylem Water Solutions USA, Inc.
2310 McDaniel Dr.
Carrollton, Texas 75006
Phone 972/418-2400

Date: 6/22/2020

Attn: City of Laredo, TX

Subject: Product, Repair, & Spare Parts Sole Source Letter

Please note that as the manufacturer of **Flygt Submersible Pumps & Mixers**, Xylem Water Solutions USA, Inc. - Flygt Products is the sole distributor in Laredo, TX for Flygt Submersible Pumps, Mixers, and Flygt Spare Parts. Xylem Water Solutions USA, Inc. - Flygt Products is also the only Flygt Authorized Warranty/Service Center for Flygt Submersible Pumps & Mixers in this area.

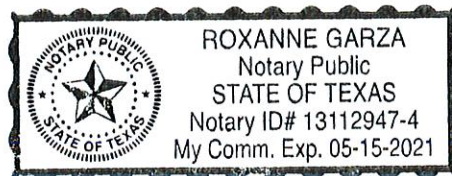
Xylem Water Solutions USA, Inc. -Flygt Products offer a large range of pumps (.25Hp – 1250Hp), mixers (1.2Hp – 40Hp) and controls. We are the only authorized dealers of Flygt Products in Laredo, TX which includes but is not limited to sell, service, and rent all Flygt Products. We at Xylem Water Solutions USA, Inc. appreciate working with you on all your pumping, mixing and control needs.

Should you need further information, please contact me directly at 956-638-5256.

Thank you and best regards,

Frank Pardo
Sales Representative
Xylem Water Solutions USA, Inc.

State of Texas
County of Hidalgo
Subscribed and sworn to (or affirmed) before me this
22nd day of June 2020
By Frank Pardo
Personally known _____ OR produced identification
Type identification produced NA



[Signature]
Notary Public



City Council-Regular

Meeting Date: 07/16/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to award a two (2) year supply contract to the sole source provider Xylem Water Solutions, Carrollton, Texas for the purchase of replacement submersible water and drainage pumps, parts, and service for the Water Treatment Plant, Wastewater Treatment plants and lift stations for the Utilities Department. This contract will be for an estimated annual amount of \$650,000.00 and is subject to future appropriations. All pumps, parts, and services will be secured on an as needed basis. Funding is available in the Utilities Department budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a two year contract on 6/2/14.

BACKGROUND

The City of Laredo Utilities Department Water and Wastewater Treatment Plants have used this vendor's parts and services for several years and have had no issues with either their products and/or services. Staff is requesting that Council approve the waiver of bidding procedures and validate the issuance of a sole-source two year supply contract to Xylem Water Solutions for the replacement of deteriorated pump parts and accessories at the Water Treatment Plant and Wastewater Treatment plants and lift stations. Xylem Water Solutions is the sole source provider in Texas for the replacement of submersible pumps (.25HP-1250HP), mixers (1.2HP-40HP), parts, service, rental, and control. The loss of existing pumps could result in state (TCEQ) fines. This will be the third extension. This was originally awarded on 06/02/14 through motion 11 and the first extension was on 06/06/16 through motion 34.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
Account #: 559-4210-533-2030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-533-2030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
Account #: 559-4210-533-2037
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-533-2037
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4120-532-3030
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

06.06.16 Motion 34

Sole Source Ltr.

Finance Committee

Meeting Date: 05/31/2016

Initiated By: Robert Eads, Assitant City Manager

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award a two (2) year supply contract to the sole source provider Xylem Water Solutions, Carrolton, Texas for the purchase of replacement submersible water and drainage pumps, parts, and service for the Water Treatment Plant, Wastewater Treatment plants and lift stations for the Utilities Department. This contract will be for an estimated annual amount of \$650,000.00 and is subject to future appropriations. All pumps, parts, and services will be secured on an as needed basis. Funding is available in the Utilities Department budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a two year contract on 6/2/14.

BACKGROUND

The City of Laredo Utilities Department Water and Wastewater Treatment Plants have used this vendor's parts and services for several years and have had no issues with either their products and/or services. Staff is requesting that Council approve the waiver of bidding procedures and validate the issuance of a sole-source two year supply contract to Xylem Water Solutions for the replacement of deteriorated pump parts and accessories at the Water Treatment Plant and Wastewater Treatment plants and lift stations. Xylem Water Solutions is the sole source provider in Texas for the replacement of submersible pumps (.25HP-1250HP), mixers (1.2HP-40HP), parts, service, rental, and control. The loss of existing pumps could result in state (TCEQ) fines.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55942105332030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55942205332030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55942105332037

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55942205332037

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016

Budgeted Y/N?: Yes

Source of Funds:

Account #: 55741205323030

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

Xylem 2014

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Michael F. Rodgers - Acting Utilities Director

SUBJECT

Authorizing the City Manager to accept the project as complete and release of retainage in the amount of \$31,969.81 to Azar Services, LLC., Laredo, Texas for the Unitec Wastewater Treatment Plant - Concrete Staging Area Project. The total contract sum, including Change Order #1 that was approved by previous Council meeting, was \$639,375.00. The project was completed on May 25, 2020, in accordance with plans and specifications. A one (1) year of warranty is provided by the contractor per contract, from the date of contract approval of execution. Funding is available in the 2017 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION

City Council on November 4, 2019 approved the award of contract for the Unitec Wastewater Treatment Plant Staging Area in the amount of \$610,150.00 to Azar Services, Laredo, Texas based on lowest responsive bid received.

City Council on May 4, 2020 approved Change Order #1 in the amount of \$29,225.00 for additional work for drainage improvements for the site and addition of a concrete mow strip for chain link fence.

BACKGROUND

The project has been completed in accordance with plans and specifications. A Certificate of Warranty for the project for one (1) year is issued by the contractor from the date of acceptance by the Council.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

To approve Motion

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	Y

Source of Funds: Retainage Payable Account

Account #: 559-0000-206-0100

Change Order: Exceeds 25% Y/N: NA

FINANCIAL IMPACT:

Funding is available in the 2017 Sewer revenue Bond, Retainage Account # 559-0000-206-0100. Project ID # SW1815

Attachments

Project Completion Documents



June 17, 2020

Michael F. Rodgers
Interim Utilities Director
City of Laredo
5816 Daugherty Ave.
Laredo, Texas 78041

**Re: Unitec Wastewater Treatment Plant – Concrete Staging Area (Sludge Temporary Storage)
Engineer’s Letter of Recommendation for Project Acceptance**

Dear Mr. Rodgers:

LNV is recommending that the Unitec Wastewater Treatment Plant – Concrete Staging Area (Sludge Temporary Storage) project be closed out and accepted per contract requirements. On May 20, 2020 at 9:00 am a pre-final walkthrough was conducted by representatives of LNV (Engineer), AZAR Services (Contractor), and the City of Laredo (Owner). During this project review for compliance, the following items were noted as not complete:

- Erosion prevention on drainage ditch East of Drying beds
- Break-off chain link fence installation at creek section on the West perimeter of the plant
- Installation of barbed wire along West perimeter fencing to prevent intruder access


Following the pre-final project review, LNV visited the site on June 8, 2020 to certify that all items noted on May 20, 2020 had been completed. LNV noted that all items, including the fencing, had been installed as formally agreed by the City and Azar Services.

This letter will also serve as further certification that the Contractor has completed the work in accordance with the plans, specifications, contract documents, addenda, change orders and approved supplemental agreements thereto. The Contractor has submitted documents listed below, which shall be considered and acknowledged as supporting documentation for this project’s acceptance and close out.

- Final Pay Request from AZAR Services, LLC.
- Affidavit of Payment of Debts and Claims and Release of Liens
- Certificate of Warranty Letter

If you have any questions or require additional information regarding this project, please feel free to contact me at (956) 462-5511 or via email at DanL@LNVinc.com.

Sincerely,



Dan S. Leyendecker, P.E.
Managing Principal

Enclosures: Attachment No.1 – Final Pay Request
Attachment No.2 – Affidavit of Payment of Debts and Claims and Release of Liens
Attachment No.3 – Certificate of Warranty Letter

Attachment No.1
Final Pay Request

CONTRACTOR'S APPLICATION FOR PAYMENT FORM

Purchase Order # PO 325072

Project: Unitec WWTP - Concrete Staging Area (Sludge Temporary Storage)	Pay Estimate# From: To:	Draw#5 <u>5/25/2020</u> <u>5/25/2020</u>
Payable to : Azar Services, LLC 201 W. Hillside Rd, Suite 23 Laredo, Texas 78041	Total Days to Date: Total Remaining Days % Compl By Time	<u>99</u> <u>81</u> <u>56.57%</u>

Original Contract Amount:	\$ 610,150.00	Total Amt. to-Date:	\$ 610,150.00
Change Orders Approved:	\$ 29,225.00	Change Orders Completed:	\$ 29,225.00
		Less 5% Retainage:	\$ 31,968.75
		Less Previous Payments:	\$ 607,406.24
		Amount Due This Period:	\$ 31,968.76

CERTIFICATE OF CONTRACTOR: Azar Services, LLC

I Certify that all items and amounts shown on this request for partial payment are correct, and that all work has been performed and/or materials supplied in full in accordance with the requirements of the contract documents:

Contractor Name Baltazar Ramos 5/26/20
Baltazar Ramos Date

CERTIFICATE OF FIELD REPRESENTATIVE:

I have checked this request for partial payment against the notes and reports of my inspections of the project and in my opinion, the statement of work performed and/or materials supplied is accurate and that the contractor is observing the requirements of the contract documents

City of Laredo Utilities Dept. Saul Cardona _____
Saul Cardona Date

CERTIFICATE OF ENGINEER:

I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work, performed and/or materials supplied by the contractor and that the same has been performed and/or supplied in full accordance with the requirements of the contract

LNV Engineering: Ignacio Hinojosa 6-10-20
Ignacio Hinojosa Date

RECOMMENDED FOR PAYMENT:

William S. Lim, P.E.
City of Laredo Utilities Dept:

APPROVED CITY OF LAREDO:

Riazul I. Mia P.E., C.F.M.
City of Laredo Utilities Director

PROJECT: Unitec WWTP - Concrete Staging Area (Sludge Temporary Storage)
 OWNER: City of Laredo Utilities Dept
 CONTRACTOR: AZAR SERVICES, L.L.C.



Purchase Order # PO 325072

DRAW # Draw#5
 APPLICATION DATE: 6/8/2020
 PERIOD FROM: 5/26/2020
 PERIOD TO: 6/7/2020

TOTAL WORK TO DATE: \$ 639,375.00
 MATERIAL ON HAND: \$ 31,968.75
 5% RETAINAGE: \$ 31,968.75
 PREVIOUS PAYMENT: \$ 607,406.25
 NET AMOUNT DUE: \$ 31,968.75

A ITEM NO.	B DESCRIPTION OF WORK	C UNIT PRICE	D CONTRACT QUANTITY	E UNIT	F AMOUNT	G PREVIOUS APPLICATION QUANTITY	H WORK COMPLETED THIS APPLICATION QUANTITY	I AMOUNT	J MATERIALS STORED FROM RECAP	K TOTAL COMPLETED TO DATE QUANTITY	L AMOUNT	M % COMPLETE	N BALANCE TO FINISH	O RETAINAGE 5%
BASE BID														
6	2.5' wide 2" thick asphalt entrance road with an 8" Type A Grade 1 compacted limestone base; approximately 1940 SY complete, in place, ready to use for the lump sum unit bid price of	\$ 57,250.00	1.00	LS	\$ 57,250.00	1.00	0.00	0.00		1.00	\$ 57,250.00	100%	\$ -	2,862.50
	Asphalt Entrance Road Subtotal	\$ 57,250.00			\$ 57,250.00						\$ 57,250.00		\$ -	\$ 2,862.50
Concrete Driveway														
7	10" thick concrete driveway entrance to concrete staging area with an 8" Type A Grade 1; approximately 885 SY, complete, in place, ready to use for the lump sum unit bid price of:	\$ 112,500.00	1.00	LS	\$ 112,500.00	1.00	0.00	0.00		1.00	\$ 112,500.00	100%	\$ -	5,625.00
	Concrete Driveway Subtotal	\$ 112,500.00			\$ 112,500.00						\$ 112,500.00		\$ -	\$ 5,625.00
	TOTAL BID	\$ 610,150.00			\$ 610,150.00			\$ -	\$ -		\$ 610,150.00		\$ -	\$ 30,507.50

0.00

Change Order #1														
ADDITIONS														
No.	GENERAL REQUIREMENTS													
1	Mobilization and Permits	\$ 1,000.00	1.00	LS	\$ 1,000.00	1.00	0.00	0.00		1.00	\$ 1,000.00	100%	\$ -	50.00
INSTALLATION OF MOW STRIP														
1	Excavate trench 2' Wide 4' Deep	\$ 1.25	1,500.00	LF	\$ 1,875.00	1,500.00	0.00	0.00		1,500.00	\$ 1,875.00	100%	\$ -	93.75
2	Pour 4" Concrete 3000PSI	\$ 2.50	1,500.00	LF	\$ 3,750.00	1,500.00	0.00	0.00		1,500.00	\$ 3,750.00	100%	\$ -	187.50
	SUBTOTAL :	\$ 6,625.00			\$ 6,625.00			\$ -			\$ 6,625.00		\$ -	\$ 331.25
DRAINAGE IMPROVEMENTS														
1	Create swale from NW Corner of existing detention pond to SE corner of the driveway going thru existing berm Swale dimension 15' wide slope 8:1 and 2' deep	\$ 3,300.00	1.00	LS	\$ 3,300.00	1.00	0.00	0.00		1.00	\$ 3,300.00	100%	\$ -	165.00
2	From Concrete rip rap out fall to SE Positive drainage swale. Approximately 300 CY of dirt to be relocated.	\$ 2,500.00	1.00	LS	\$ 2,500.00	1.00	0.00	0.00		1.00	\$ 2,500.00	100%	\$ -	125.00
3	Excavate SE Corner and prep for three 10" PVC Drainage pipe to cross road. Intake 2'-15" x 9' concrete rip rap with flowable fill (30 CY of rip rap and 10 CY of flowable fill) with positive drainage to SE	\$ 6,500.00	1.00	LS	\$ 6,500.00	1.00	0.00	0.00		1.00	\$ 6,500.00	100%	\$ -	325.00
4	Remove and replace 500 LF of silt fence along side of driveway to make room for new swale.	\$ 4.25	500.00	LF	\$ 2,125.00	500.00	0.00	0.00		500.00	\$ 2,125.00	100%	\$ -	106.25

PROJECT: Unitec WWTP - Concrete Staging Area (Sludge Temporary Storage)
 OWNER: City of Laredo Utilities Dept
 CONTRACTOR: AZAR SERVICES, L.L.C.



Purchase Order # PO 325072

TOTAL WORK TO DATE: \$ 639,375.00
 MATERIAL ON HAND: \$ -
 5% RETAINAGE: \$ 31,968.75
 PREVIOUS PAYMENT: \$ 607,406.25
 NET AMOUNT DUE: \$ 31,968.75

DRAW# Draw#5
 APPLICATION DATE: 6/8/2020
 PERIOD FROM: 5/26/2020
 PERIOD TO: 6/7/2020

A ITEM NO.	B DESCRIPTION OF WORK	C		D		E		F		G		H		I		J		K		L TOTAL COMPLETED TO DATE AMOUNT	M % COMPLETE	N BALANCE TO FINISH	O RETAINAGE 5%
		UNIT PRICE		QUANTITY	CONTRACT UNIT	AMOUNT	PREVIOUS APPLICATION QUANTITY	WORK COMPLETED THIS APPLICATION QUANTITY	AMOUNT	AMOUNT	MATERIALS STORED FROM RECAP	QUANTITY	AMOUNT	QUANTITY	AMOUNT								
5	Excavate from edge of road 20' towards the south and create drainage swale 15' wide x 2' deep in the middle with a slope of 8:1 (2,100 CY to be excavated 560 LF).	\$	1.75	2,100.00	CY	\$ 3,675.00	2,100.00			2,100.00				0.00					2,100.00	\$ 3,675.00	100%	\$ -	183.75
6	Field adjustment to tie in asphalt to concrete driveway including 96 tons of flexbase.	\$	4,500.00	1.00	LS	\$ 4,500.00	1.00			1.00				0.00					1.00	\$ 4,500.00	100%	\$ -	225.00
	SUBTOTAL :					\$ 22,600.00								0.00					0.00	\$ 22,600.00		\$ -	1,130.00
	TOTAL OF CO#1 :					\$ 29,225.00														\$ 29,225.00		\$ -	1,461.25
						\$ 639,375.00														\$ 639,375.00		\$ -	31,968.75

*Attachment No.2
Affidavit of Payment of
Debts and Claims and
Release of Liens*

**AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AND RELEASE OF LIENS**

TO: **City of Laredo Utilities Department**
PROJECT: **Unitec WWTP - Concrete Staging Area (Sluge Temporary Storage)**

By this instrument the undersigned contractor engaged in the construction of the above project hereby certified that on this date, or any time prior thereto, except listed below, the contractor has paid the full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed and for all known indebtedness and claims against the undersigned for damages arising in any manner on or against the project, it's land, improvements and equipment of every kind.

The undersigned hereby certified that he has received all payments currently due under his contract for work on the above referred (except retainage). Therefore, the undersigned does hereby waiver and/or release any and all liens against the property project and as of the 26 day of May, 2020

Azar Services, LLC

Contractor

Baltazar Ramos
Authorized Signature

Baltazar Ramos - President

Typed Signature and Title

STATE OF TEXAS
COUNTY OF WEBB

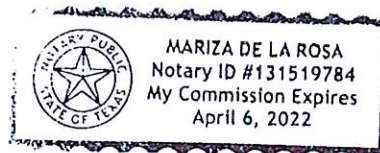
Before me, the undersigned authority, on this day personally appeared Baltazar Ramos known to me to be the person whose name is subscribed to the foregoing instrument, and being first duly sworn, acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and declared to me that the statements contained herein are true.

SWORN AND SUBSCRIBED TO before me this 26th day of May, 2020

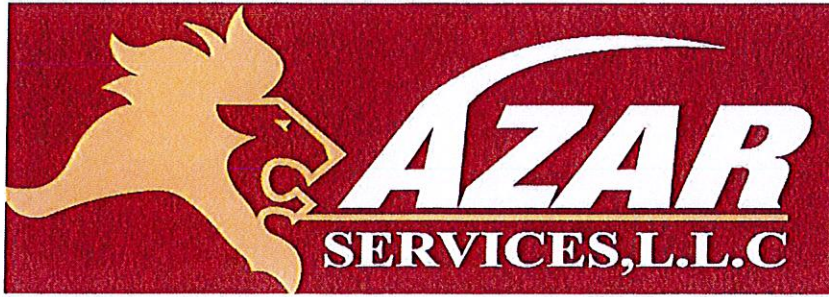
Mariza De la Rosa
Signature - Notary for the State of Texas

Mariza De la Rosa
Notary Public's Typed Signature

My Commission Expires: 4/6/2022



Attachment No. 3
Certificate of Warranty
Letter



CERTIFICATE OF WARRANTY

May 25, 2020

Mr. Riazul Mia, P.E. CFM
Director City of Laredo Utilities Department
1110 Houston Street
Laredo, Texas 78040

Re: Unitec Wastewater Treatment Plant Staging
Area (Sludge Temporary Storage)
PO #325072

Mr. Mia,

Azar Services, L. L.C., 201 W. Hillside Rd., Suite 23, Laredo, TX, 78041, General Contractor, guarantees to the City of Laredo, Texas all workmanship and materials on the above referenced project to be free of defects for a period of one (1) year from the date of this letter.

Upon written notice, from the City of Laredo, Texas, Advising the General Contractor of any defective materials or faulty workmanship developing within this period, it will be replaced at no cost to City of Laredo, Texas.

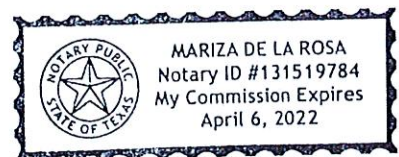
Respectfully,

Mr. Baltazar Ramos
Azar Services, L.L.C.
President

STATE OF TEXAS
COUNTY OF WEBB

Before me, a Notary Public in hand and for Webb County, State of Texas, on this day personally appeared Mr. Baltazar Ramos known to me to be the person whose name subscribed to the foregoing affidavit and acknowledged to me that he executed the same for the purpose and considerations herein expressed.

Given Under my hand and seal of office on this 25th day of May 2020.
Notary public in and for Webb County, State of Texas



My commission Expires: 4/6/2022

Notary Public:

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Michael F. Rodgers, Acting Utilities Department Director, Miguel A. Pecedor, Purchasing Agent

SUBJECT

Consideration to renew contract FY18-081 with Test America Laboratories, North Canton, Ohio in an amount of up to \$350,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Utilities Department budget, Water and Wastewater Treatment Divisions.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/05/19.

BACKGROUND

This contract provides laboratory analytical services for water and wastewater samples for the Utilities Department. The testing laboratory is currently responsible for sample handling, analysis, and reporting on a wide range of environmental parameters in soil, water, and sludge samples for both water and wastewater applications. 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. The contract may be extended for three, additional one (1) year periods. This is the last extension period for this contract.

Tables under contract

Table AA
Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)

Table L- W.T. Pesticides/Herbicides
Table M- W.T. TTHM
Table N- W.T. HAA

Table C-Sludge Pathogens
 Table D-Soil
 Table E- W.W. Groundwater Group A
 Table F- W.W. Groundwater Group B
 Table G- W.W. Metals
 Table H-Root Zone
 Nutrients
 Table I-W.W. Priority Pollutants
 Table J-W.T. Metals Group A
 Table K – W.T. Metals Group B

Table O- W.T. TOC
 Table OO- W.T. SUVA
 Table OOO- W.T. SUVA
 Table P- W.T. Radionuclides
 Table Q- W.W. Process Control
 Table R- W.T. Ion Analysis
 Table S- Microbiology
 Table T- Industrial Pretreatment
 Table U- Storm Water Multi-sector
 General Permit

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 559-4210-533-5514
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.

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4120-533-5514
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Bid Tab FY18-081
FY18-081 Contract

Line #	Description	Mfgr	Mfgno	QTY	UOM	TestAmerica Laboratories, Inc.	
						Total Price	Extended
1	Table AA - Wastewater Sampling Events			1	PKG	<u>\$38,774.00</u>	\$38,774.00
1.1	Sludge Permit			16	EA / Year	<u>\$269.00</u>	
1.2	Sludge TCLP			6	EA / Year	<u>\$550.00</u>	
1.3	Sludge Pathogens			4	EA / Year	<u>\$60.00</u>	
1.4	Soil			18	EA / Year	<u>\$285.00</u>	
1.5	W. W. Groundwater Group A			32	EA / Year	<u>\$224.00</u>	
1.6	W. W. Groundwater Group B			16	EA / Year	<u>\$218.00</u>	
1.7	W. W. Metals			40	EA / Year	<u>\$102.00</u>	
1.8	Root Zone Nutrients			12	EA / Year	<u>\$117.00</u>	
1.9	Priority Pollutants			12	EA / Year	<u>\$805.00</u>	
2	Table AA - Water Sampling Events			1	PKG	<u>\$19,960.00</u>	\$19,960.00
2.1	W. T. Metals Group A			12	EA / Year	<u>\$48.00</u>	
2.2	W. T. Metals Group B			12	EA / Year	<u>\$62.00</u>	
2.3	W. T. Pesticides / Herbicides			12	EA / Year	<u>\$250.00</u>	
2.4	T.T.H.M.			24	EA / Year	<u>\$70.00</u>	
2.5	H.A.A.-5			24	EA / Year	<u>\$200.00</u>	
2.6	T.O.C.			48	EA / Year	<u>\$25.00</u>	
2.7	SUVA			48	EA / Year	<u>\$160.00</u>	
2.8	Radionuclides Total, a and			2	EA / Year	<u>\$140.00</u>	
3	Table AA - Miscellaneous Sampling Groups			1	PKG	<u>\$75,429.00</u>	\$75,429.00
3.1	W.W. Permit & Process Control			365	EA / Year	<u>\$165.00</u>	
3.2	W.T. Ion Analysis			12	EA / Year	<u>\$157.00</u>	
3.3	Microbiology			32	EA / Year	<u>\$240.00</u>	
3.4	Industrial Pretreatment			20	EA / Year	<u>\$260.00</u>	
3.5	Storm Water Multi-Sector Permit			4	EA / Year	<u>\$110.00</u>	
4	Table A - Sludge Permit			1	PKG	<u>\$277.00</u>	\$277.00
4.1	Arsenic, Total			1	mg/kg	<u>\$8.00</u>	
4.2	Cadmium, Total			1	mg/kg	<u>\$8.00</u>	
4.3	Chromium, Total			1	mg/kg	<u>\$8.00</u>	
4.4	Chromium, Total			1	mg/kg	<u>\$8.00</u>	
4.5	Copper, Total			1	mg/kg	<u>\$8.00</u>	
4.6	Lead, Total			1	mg/kg	<u>\$8.00</u>	
4.7	Molybdenum, Total			1	mg/kg	<u>\$8.00</u>	
4.8	Nickel, Total			1	mg/kg	<u>\$8.00</u>	
4.9	Selenium, Total			1	mg/kg	<u>\$8.00</u>	

4.10	Silver, Total	1	mg/Kg		<u>\$8.00</u>	
4.11	Zinc, Total	1	mg/Kg		<u>\$8.00</u>	
4.12	Mercury	1	mg/Kg		<u>\$22.00</u>	
4.13	Phosphorus	1	mg/Kg		<u>\$8.00</u>	
4.14	Potassium	1	mg/Kg		<u>\$8.00</u>	
4.15	Corrosivity (pH – liquids)	1	s.u		<u>\$8.00</u>	
4.16	Specific Gravity	1	25°C		<u>\$8.00</u>	
4.17	Total Volatile Solids	1	%		<u>\$10.00</u>	
4.18	Total Solids	1	%		<u>\$10.00</u>	
4.19	Ammonia Nitrogen (NH3-N)	1	mg/Kg		<u>\$20.00</u>	
4.20	Nitrate Nitrogen (NO3-N)	1	mg/Kg		<u>\$15.00</u>	
4.21	Total Nitrogenkjeldahl (TKN)	1	mg/Kg		<u>\$20.00</u>	
4.22	Total PCB's	1	mg/Kg		<u>\$60.00</u>	
4.23	Extraction, Extract Clean Up, Determination	1			\$0.00	\$0.00
5	Table B Sludge TCLP (as per 40 CFR 261 Appe	1	PKG		<u>\$555.00</u>	\$555.00
5.1	Metals	1	mg/L		<u>\$85.00</u>	
5.2	Pesticides	1	g/L		<u>\$120.00</u>	
5.3	Herbicides	1	g/L		<u>\$130.00</u>	
5.4	Volatile Organics	1	g/L		<u>\$70.00</u>	
5.5	Semi -Volatile Organics	1	g/L		<u>\$150.00</u>	
6	Table C - Sludge Pathogens	1	PKG		<u>\$60.00</u>	\$60.00
6.1	Fecal Coliforms	1	MPN		<u>\$60.00</u>	
7	Table D - Soil	1	PKG		<u>\$285.00</u>	\$285.00
7.1	Cationic Exchange Capacity	1	meq/100g		<u>\$40.00</u>	
7.2	Arsenic, Total	1	mg/Kg		<u>\$8.00</u>	
7.3	Cadmium, Total	1	mg/Kg		<u>\$8.00</u>	
7.4	Chromium, Total	1	mg/Kg		<u>\$8.00</u>	
7.5	Copper, Total	1	mg/Kg		<u>\$8.00</u>	
7.6	Lead, Total	1	mg/Kg		<u>\$8.00</u>	
7.7	Nickel, Total	1	mg/Kg		<u>\$8.00</u>	
7.8	Silver, Total	1	mg/Kg		<u>\$8.00</u>	
7.9	Zinc, Total	1	mg/Kg		<u>\$8.00</u>	
7.10	Mercury	1	mg/Kg		<u>\$22.00</u>	
7.11	Phosphorus	1	mg/Kg		<u>\$8.00</u>	
7.12	Potassium	1	mg/Kg		<u>\$8.00</u>	
7.13	pH	1	s.u.		<u>\$8.00</u>	
7.14	Total Volatile Solids	1	%		<u>\$10.00</u>	
7.15	Total Solids	1	%		<u>\$10.00</u>	
7.16	Ammonia Nitrogen	1	mg/Kg		<u>\$20.00</u>	

7.17	Nitrate Nitrogen	1	mg/kg		<u>\$15.00</u>	
7.18	Total Nitrogen Kjeldahl (TKN)	1	mg/kg		<u>\$20.00</u>	
7.19	Total PCB's	1	mg/kg		<u>\$60.00</u>	
7.20	Extraction, Extract Clean Up, Determination:	1			\$0.00	\$0.00
8	Table F – WW Groundwater Group B	1	PKG		<u>\$673.025</u>	\$673.025
8.1	Cadmium	0.05	mg/L		<u>\$8.00</u>	
8.2	Copper	0.05	mg/L		<u>\$8.00</u>	
8.3	Lead	0.05	mg/L		<u>\$8.00</u>	
8.4	Nickel	0.05	mg/L		<u>\$8.00</u>	
8.5	Potassium	0.05	mg/L		<u>\$8.00</u>	
8.6	Zinc	0.05	mg/L		<u>\$8.00</u>	
8.7	COD	40	mg/L		<u>\$15.00</u>	
8.8	Phenolics	0.005	mg/L		<u>\$25.00</u>	
8.9	TOX	0.15	mg/L		<u>\$70.00</u>	
8.10	Total PCB's	1	mg/L		<u>\$60.00</u>	
8.11	Extraction, Extract Clean Up, Determination:	1			\$0.00	\$0.00
9	Table G – W. W. Metals	1	PKG		<u>\$109.964</u>	\$109.964
9.1	Antimony, Total	0.06	mg/L		<u>\$8.00</u>	
9.2	Barium, Total	0.06	mg/L		<u>\$8.00</u>	
9.3	Lead, Total	0.06	mg/L		<u>\$8.00</u>	
9.4	Nickel, Total	0.06	mg/L		<u>\$8.00</u>	
9.5	Silicon, Total	0.5	mg/L		<u>\$8.00</u>	
9.6	Chromium, Total	5	mg/L		<u>\$8.00</u>	
9.7	Copper, Total	5	mg/L		<u>\$8.00</u>	
9.8	Mercury, Total	0.002	mg/L		<u>\$22.00</u>	
9.9	Arsenic, Total	1	mg/L		<u>\$8.00</u>	
9.10	Cadmium, Total	1	mg/L		<u>\$8.00</u>	
9.11	Silver, Total	1	mg/L		<u>\$8.00</u>	
10	Table H – Root Zone Nutrients	1	PKG		<u>\$4,353.80</u>	\$4,353.80
10.1	pH	0.1	S.U.		<u>\$8.00</u>	
10.2	Potassium	100	mg/kg		<u>\$8.00</u>	
10.3	Phosphorus	5	mg/kg		<u>\$8.00</u>	
10.4	Total Nitrogen	100	mg/kg		<u>\$35.00</u>	
10.5	Conductivity	1	mho/cm		<u>\$8.00</u>	
10.6	Nitrogen, Nitrate Total (as N)	0.1	mg/k		<u>\$15.00</u>	
10.7	Nitrogen, Kjeldahl Total (as N)	0.1	mg/k		<u>\$35.00</u>	
11	Table I W. W. Priority Pollutants	1	PKG		<u>\$1,429.744</u>	\$1,429.744
11.1	Aluminum, Total	20	g/L		<u>\$8.00</u>	
11.2	Antimony, Total	1.6	g/L		<u>\$8.00</u>	

11.3	Arsenic, Total	1	g/L	<u>\$8.00</u>	
11.4	Barium, Total	1	g/L	<u>\$8.00</u>	
11.5	Beryllium, Total	1	g/L	<u>\$8.00</u>	
11.6	Cadmium, Total	1	g/L	<u>\$8.00</u>	
11.7	Chromium, Total	1	g/L	<u>\$8.00</u>	
11.8	Hex Chromium	1	g/L	<u>\$25.00</u>	
11.9	Copper, Total	5	g/L	<u>\$8.00</u>	
11.10	Cyanide, Total	0.02	g/L	<u>\$25.00</u>	
11.11	Lead, Total	1	g/L	<u>\$8.00</u>	
11.12	Manganese, Total	20	g/L	<u>\$8.00</u>	
11.13	Mercury, Total	0.002	g/L	<u>\$22.00</u>	
11.14	Molybdenum, Total	5	g/L	<u>\$8.00</u>	
11.15	Nickel, Total	5	g/L	<u>\$8.00</u>	
11.16	Phenol, Total Recoverable	3	g/L	<u>\$25.00</u>	
11.17	Selenium, Total	2	g/L	<u>\$8.00</u>	
11.18	Silver, Total	1	g/L	<u>\$8.00</u>	
11.19	Thallium, Total	1	g/L	<u>\$8.00</u>	
11.20	Zinc, Total	10	g/L	<u>\$8.00</u>	
11.21	Acid Digestion, Total Metals	1	g/L	\$0.00	\$0.00
11.22	Concentrate ICAP Sx 2x Prior to Analysis	1	g/L	\$0.00	\$0.00
11.23	Extraction Chlorides Pesticides / PCBsContinu	1	g/L	\$0.00	\$0.00
11.24	Extraction Semi-volatile Compounds Continu	1	g/L	\$0.00	\$0.00
11.25	Pesticides / PCBs (25 Organochlorine)	0.01	g/L	<u>\$140.00</u>	
11.26	Semi-volatile Organics (56)	0.5	g/L	<u>\$150.00</u>	
11.27	Semi-volatile Organics (56)	0.5	g/L	<u>\$150.00</u>	
11.28	Semi-volatile Organics-Non Standard List 1,2	0.5	g/L	<u>\$150.00</u>	
11.29	Volatile Organics (27)	2	g/L	<u>\$70.00</u>	
11.30	Volatile Organics – Non Standard List (2)	5	g/L	<u>\$70.00</u>	
12	Table J – W. T. Metals Group A	1	PKG	<u>\$96.88</u>	\$96.88
12.1	Arsenic, Total	1	g/L	<u>\$8.00</u>	
12.2	Barium, Total	0.06	g/L	<u>\$8.00</u>	
12.3	Cadmium, Total	1	g/L	<u>\$8.00</u>	
12.4	Chromium, Total	5	g/L	<u>\$8.00</u>	
12.5	Copper, Total	5	g/L	<u>\$8.00</u>	
12.6	Iron, Total	0.05	g/L	<u>\$8.00</u>	
13	Table K – W. T. Metals Group B	1	PKG	<u>\$9.724</u>	\$9.724
13.1	Lead, Total	0.06	mg/L	<u>\$8.00</u>	
13.2	Manganese, Total	0.05	mg/L	<u>\$8.00</u>	
13.3	Mercury, Total	0.002	mg/L	<u>\$22.00</u>	

13.4	Selenium, Total	0.05	mg/L	\$8.00	
13.5	Silver, Total	1	g/L	\$8.00	
13.6	Zinc, Total	0.05	mg/L	\$8.00	
14	Table L – W. T. Pesticides / Herbicides	1	PKG	\$250.00	\$250.00
14.1	Herbicides (Method Full List)	1		\$130.00	
14.2	Pesticides (Method Full List)	1		\$120.00	
15	Table M – W. T. TTHM	1	PKG	\$70.00	\$70.00
15.1	Bromoform	1	g/L	\$0.00	\$0.00
15.2	Chloroform	1	g/L	\$0.00	\$0.00
15.3	Bromodichloromethane	1	g/L	\$0.00	\$0.00
15.4	Dibromochloromethane	1	g/L	\$0.00	\$0.00
15.5	Total Trihalomethanes	1	g/L	\$70.00	
16	Table N – W. T. HAA - 5	1	PKG	\$200.00	\$200.00
16.1	Chloroacetic acid	1	g/L	\$0.00	\$0.00
16.2	Dichloroacetic acid	1	g/L	\$0.00	\$0.00
16.3	Trichloroacetic acid	1	g/L	\$0.00	\$0.00
16.4	Bromoacetic acid	1	g/L	\$0.00	\$0.00
16.5	Dibromoacetic acid	1	g/L	\$0.00	\$0.00
16.6	Total regulated Haloacetic acids	1	g/L	\$200.00	
16.7	Bromochloroacetic acid	1	g/L	\$0.00	\$0.00
17	Table O – W. T. TOC	1	PKG	\$2.50	\$2.50
17.1	Total Organic Carbon	0.1	mg/L	\$25.00	
18	Table OO – W. T. Distribution- Lead & Copper	1	PKG	\$0.018	\$0.018
18.1	Lead, Total	0.001	mg/L	\$9.00	
18.2	Copper, Total	0.001	mg/L	\$9.00	
19	Table OOO- W.T. SUVA	1	PKG	\$1.60	\$1.60
19.1	Specific Ultraviolet Absorption (SUVA)	0.01	L/mg-M	\$160.00	
20	Table P – W. T. Radionuclides	1	PKG	\$140.00	\$140.00
20.1	Radionuclides, Gross a	1	pCi/L	\$70.00	
20.2	Radionuclides, Gross	1	pCi/L	\$70.00	
20.3	Radionuclides, Total	1	pCi/L	\$0.00	\$0.00
21	Table Q – W. W. Permit & Process Control	1	PKG	\$205.20	\$205.20
21.1	**B.O.D. - 5	1	mg/L	\$25.00	
21.2	C.B.O.D. - 5	1	mg/L	\$25.00	
21.3	***Total Suspended Solids	1	mg/L	\$10.00	
21.4	Volatile Suspended Solids	1	mg/L	\$10.00	
21.5	****Ammonia as Nitrogen	0.01	mg/L	\$20.00	
21.6	Fecal coliform	1	Cfu/100 ml	\$60.00	
21.7	Chemical Oxygen demand	5	mg/L	\$15.00	

22	Table R – W. T. Ion Analysis							
22.1	Fluoride	1	PKG		<u>\$157.00</u>			\$157.00
22.1	Fluoride	1	mg/L		<u>\$15.00</u>			
22.2	Bromide	1	mg/L		<u>\$15.00</u>			
22.3	Nitrite	1	mg/L		<u>\$15.00</u>			
22.4	Nitrate	1	mg/L		<u>\$15.00</u>			
22.5	Ortho-Phosphate	1	mg/L		<u>\$15.00</u>			
22.6	Sulfate	1	mg/L		<u>\$15.00</u>			
22.7	Chloride	1	mg/L		<u>\$15.00</u>			
22.8	Sodium	1	mg/L		<u>\$8.00</u>			
22.9	Potassium	1	mg/L		<u>\$8.00</u>			
22.10	Magnesium	1	mg/L		<u>\$8.00</u>			
22.11	Ammonium	1	mg/L		<u>\$20.00</u>			
22.12	Calcium	1	mg/L		<u>\$8.00</u>			
23	Table S – Microbiology	1	PKG		<u>\$240.00</u>			\$240.00
23.1	Total Coliforms	1			<u>\$60.00</u>			
23.2	Fecal Coliforms	1			<u>\$60.00</u>			
23.3	Chromogenic Substrate Total Coliforms	1			<u>\$60.00</u>			
23.4	Fluorogenic Substrate Fecal Coliforms (E. coli)	1			<u>\$60.00</u>			
24	Table T – Industrial Pretreatment	1	PKG		<u>\$260.00</u>			\$260.00
24.1	Fats, Oils & Grease (FOG)	1			<u>\$40.00</u>			
24.2	TOC (Total Organic Carbon)	1			<u>\$25.00</u>			
24.3	TOX (Total Organic Halides)	1			<u>\$70.00</u>			
24.4	B-TEX	1			<u>\$35.00</u>			
24.5	TPH (Total Petroleum Hydrocarbons)	1			<u>\$40.00</u>			
24.6	Cyanide	1			<u>\$25.00</u>			
24.7	Phenols	1			<u>\$25.00</u>			
25	Table U – Storm Water Multi-sector General	1	PKG		<u>\$4,444</u>			\$4,444
25.1	Arsenic	0.05	mg/L		<u>\$8.00</u>			
25.2	Barium	0.05	mg/L		<u>\$8.00</u>			
25.3	Cadmium	0.05	mg/L		<u>\$8.00</u>			
25.4	Chromium	0.05	mg/L		<u>\$8.00</u>			
25.5	Copper	0.05	mg/L		<u>\$8.00</u>			
25.6	Lead	0.05	mg/L		<u>\$8.00</u>			
25.7	Manganese	0.05	mg/L		<u>\$8.00</u>			
25.8	Mercury	0.002	mg/L		<u>\$22.00</u>			
25.9	Nickel	0.05	mg/L		<u>\$8.00</u>			
25.10	Selenium	0.05	mg/L		<u>\$8.00</u>			
25.11	Silver	0.05	mg/L		<u>\$8.00</u>			
25.12	Zinc	0.05	mg/L		<u>\$8.00</u>			



**City of Laredo
Purchasing Division**

June 18, 2020

Mr. Chip Meador
Test America Laboratories, Inc.
1733 N. Padre Island Drive
Corpus Christi, Texas 78048

Re: FY18-081 Laboratory Analytical Services
Renewal Extension II

Dear Mr. Meador,

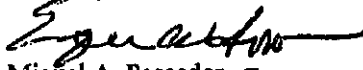
A contract for providing laboratory services for the City of Laredo Utilities department was awarded to your company on 8/20/18. This award provided for the possible extension of this contract for one additional 12 month period with the same contract pricing. This is the last extension period for this contract.

Contract Pricing


Table AA	Table L- W.T. Pesticides/Herbicides
Table A-Sludge Permit	Table M- W.T. THM
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)	Table N- W.T. HAA
Table C-Sludge Pathogens	Table O- W.T. TOC
Table D-Soil	Table OO- W.T. SUVA
Table E- W.W. Groundwater Group A	Table OOO- W.T. SUVA
Table F- W.W. Groundwater Group B	Table P- W.T. Radionuclides
Table G- W.W. Metals	Table Q- W.W. Permit & Process Control
Table H-Root Zone Nutrients	Table R- W.T. Ion Analysis
Table I-W.W. Priority Pollutants	Table S- Microbiology
Table J-W.T. Metals Group A	Table T- Industrial Pretreatment
Table K - W.T. Metals Group B	Table U- Storm Water Multi-sector General Permit

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

Sincerely,


Miguel A. Pescador *for*
Purchasing Agent

Xc: Purchasing File

Test America Laboratories, Inc.	
Request a contract extension: <u>Yes</u>	Not request a contract extension: _____
Authorized Signature: <u></u>	
Print Name: <u>Chip Meador</u>	
Date: <u>18 June 2020</u>	

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

City Council-Regular

Meeting Date: 08/05/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY18-081 with Test America Laboratories, North Canton, Ohio in an amount of up to \$350,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of two extension periods. Funding is available in the Utilities Department Budget, Water and Wastewater Treatment Divisions.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/20/18.

BACKGROUND

This contract provides laboratory analytical services for water and wastewater samples for the Utilities Department. The testing laboratory is currently responsible for sample handling, analysis, and reporting on a wide range of environmental parameters in soil, water, and sludge samples for both water and wastewater applications. There was no price increase during the last extension period. This is the first of two extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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.

Tables under contract

- | | |
|---|--|
| Table AA | Table L- W.T. Pesticides/Herbicides |
| Table A-Sludge Permit | Table M- W.T. TTHM |
| Table B-Sludge TCLP (as per 40 CFR 261 Appendix II) | Table N- W.T. HAA |
| Table C-Sludge Pathogens | Table O- W.T. TOC |
| Table D-Soil | Table OO- W.T. SUVA |
| Table E- W.W. Groundwater Group A | Table OOO- W.T. SUVA |
| Table F- W.W. Groundwater Group B | Table P- W.T. Radionuclides |
| Table G- W.W. Metals | Table Q- W.W. Process Control |
| Table H-Root Zone Nutrients | Table R- W.T. Ion Analysis |
| Table I-W.W. Priority Pollutants | Table S- Microbiology |
| Table J-W.T. Metals Group A | Table T- Industrial Pretreatment |
| Table K – W.T. Metals Group B | Table U- Storm Water Multi-sector General Permit |

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

	Fiscal Impact
Fiscal Year:	2019
Budgeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4210-533-5514
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.

Fiscal Year: 2019
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4120-533-5514
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Bid Tab FY18-081
Contract FY18-081



City of Laredo Purchasing Division

June 16, 2019

Mr. Chip Meador
Test America Laboratories, Inc.
1733 N. Padre Island Drive
Corpus Christi, Texas 78048

Re: FY18-081 Laboratory Analytical Services
Renewal Extension I

Dear Mr. Meador,


A contract for providing laboratory services for the City of Laredo Utilities department was awarded to your company on 8/20/18. This award provided for the possible extension of this contract for one additional 12 month period with the same contract pricing. This is the first of two extension periods.

Contract Pricing

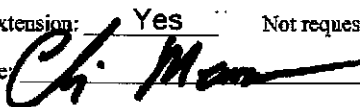
Table AA	Table L- W.T. Pesticides/Herbicides
Table A- Sludge Permit	Table M- W.T. TTHM
Table B- Sludge TCLP (as per 40 CFR 261 Appendix II)	Table N- W.T. HAA
Table C- Sludge Pathogens	Table O- W.T. TOC
Table D- Soil	Table OO- W.T. SUVA
Table E- W.W. Groundwater Group A	Table OOO- W.T. SUVA
Table F- W.W. Groundwater Group B	Table P- W.T. Radionuclides
Table G- W.W. Metals	Table Q- W.W. Permit & Process Control
Table H- Root Zone Nutrients	Table R- W.T. Ion Analysis
Table I- W.W. Priority Pollutants	Table S- Microbiology
Table J- W.T. Metals Group A	Table T- Industrial Pretreatment
Table K - W.T. Metals Group B	Table U- Storm Water Multi-sector General Permit

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

Sincerely,


Miguel A. Pescador *for*
Purchasing Agent

Xc: Purchasing File

Test America Laboratories, Inc.	
Request a contract extension: <input checked="" type="checkbox"/> Yes	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	_____
Print Name: <u>Chip Meador</u>	_____
Date: <u>7/17/2019</u>	_____

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

City Council-Regular

Meeting Date: 08/20/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Staff Source: Riazul I. Mia, P.E., Utilities Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual service contract FY18-081 to sole bidder Test America Laboratories, North Canton, Ohio for an annual contract amount of \$350,000.00. This contract is to provide laboratory analytical services for water and wastewater samples in accordance to Texas Commission of Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) required standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract is for a one (1) year period and contract can be extended two (2) additional one year terms upon mutual agreement of the parties. All services shall be secured on an as needed basis. Funding is available in the Water and Wastewater Operation Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo went out on formal bids to solicit providers of laboratory analytical services for water and wastewater samples in accordance to Texas Commission of Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) required standard methods; the City recieved one submittal from sole bidder Test America Laboratories, North Canton, Ohio.

The Utilities Department has experienced an increase in usage of these lab testing services by Waste Water Treatment Division and other divisions. The term of this contract is for a one (1) year period and contract can be extended two (2) additional one year terms upon mutual agreement of the parties. All services shall be secured on an as needed basis.

This contract is to provide laboratory analytical services for water and wastewater samples in accordance to Texas Commission of Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) required standard methods.

Utilities Division	Annual Amount
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Waste Water Treatment Division	\$ 150,000.00
Water Treatment Division	\$ 50,000.00
Water Pollution Contract Division	\$ 75,000.00
Total	\$ 275,000.00

Tables under contract

- | | |
|---|--|
| Table AA | Table L- W.T. Pesticides/Herbicides |
| Table A-Sludge Permit | Table M- W.T. TTHM |
| Table B-Sludge TCLP (as per 40 CFR 261 Appendix II) | Table N- W.T. HAA |
| Table C-Sludge Pathogens | Table O- W.T. TOC |
| Table D-Soil | Table OO- W.T. SUVA |
| Table E- W.W. Groundwater Group A | Table OOO- W.T. SUVA |
| Table F- W.W. Groundwater Group B | Table P- W.T. Radionuclides |
| Table G- W.W. Metals | Table Q- W.W. Process Control |
| Table H-Root Zone Nutrients | Table R- W.T. Ion Analysis |
| Table I-W.W. Priority Pollutants | Table S- Microbiology |
| Table J-W.T. Metals Group A | Table T- Industrial Pretreatment |
| Table K – W.T. Metals Group B | Table U- Storm Water Multi-sector General Permit |

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

	Fiscal Impact
Fiscal Year:	2018
Budgeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4210-533-5514
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.

Fiscal Year: 2018
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4120-533-5514
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

1 Table AA - Wastewater Sampling Events

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	LAB	\$18,774.00	\$18,774.00			

1.1 Sludge Permit

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	LAB	\$4,304.00	\$4,304.00			

1.2 Sludge TCLP

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	LAB	\$3,800.00	\$3,800.00			

1.3 Sludge Pathogens

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	LAB	\$2,400.00	\$2,400.00			

1.4 Soil

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	LAB	\$3,150.00	\$3,150.00			

1.5 W. W. Groundwater Group A

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	LAB	\$7,100.00	\$7,100.00			

1.6 W. W. Groundwater Group B

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	LAB	\$9,400.00	\$9,400.00			

1.7 W. W. Metals

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	LAB	\$4,880.00	\$4,880.00			

1.8 Root Zone Nutrients

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	LAB	\$1,600.00	\$1,600.00			

1.9 Priority Pollutants

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num

2 Table AA - Water Sampling Events						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manuf Num
TestAmerica Laboratories, Inc.	1	PCS	\$19,980.00	\$19,980.00		

2.1 W. T. Metals Group A						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manuf Num
TestAmerica Laboratories, Inc.	12	PCS	\$375.00	\$4,500.00		

2.2 W. T. Metals Group B						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manuf Num
TestAmerica Laboratories, Inc.	13	PCS	\$73.40	\$954.20		

2.3 W. T. Pesticides / Herbicides						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manuf Num
TestAmerica Laboratories, Inc.	12	PCS	\$275.00	\$3,300.00		

2.4 T.T.H.M.						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manuf Num
TestAmerica Laboratories, Inc.	12	PCS	\$475.00	\$5,700.00		

2.5 H.A.A.-5						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manuf Num
TestAmerica Laboratories, Inc.	12	PCS	\$475.00	\$5,700.00		

2.6 T.O.C.						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manuf Num
TestAmerica Laboratories, Inc.	12	PCS	\$1,200.00	\$14,400.00		

2.7 SUVA						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manuf Num
TestAmerica Laboratories, Inc.	12	PCS	\$1,500.00	\$18,000.00		

2.8 Radionuclides Total, a and β						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manuf Num
TestAmerica Laboratories, Inc.	12	PCS	\$280.00	\$3,360.00		

3 Table AA - Miscellaneous Sampling Groups						
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Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	PKG	\$75,435.00	\$75,435.00			
3.1 W.W. Permit & Process Control							
Supplier	QTY	UOM	Price	Extended <td>Supplier Notes</td> <td>Manufacturer</td> <td>Manuf Num</td>	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	305	EA	\$50.85	\$15,509.25			
3.2 W.T. Ion Analysis							
Supplier	QTY	UOM	Price	Extended <td>Supplier Notes</td> <td>Manufacturer</td> <td>Manuf Num</td>	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	12	EA	\$1,850.00	\$22,200.00			
3.3 Microbiology							
Supplier	QTY	UOM	Price	Extended <td>Supplier Notes</td> <td>Manufacturer</td> <td>Manuf Num</td>	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	32	EA	\$520.00	\$16,640.00			
3.4 Industrial Pretreatment							
Supplier	QTY	UOM	Price	Extended <td>Supplier Notes</td> <td>Manufacturer</td> <td>Manuf Num</td>	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	10	EA	\$1,500.00	\$15,000.00			
3.5 Storm Water Multi-Sector Permit							
Supplier	QTY	UOM	Price	Extended <td>Supplier Notes</td> <td>Manufacturer</td> <td>Manuf Num</td>	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	4	EA	\$110.00	\$440.00			
4 Table A - Sludge Permit							
Supplier	QTY	UOM	Price	Extended <td>Supplier Notes</td> <td>Manufacturer</td> <td>Manuf Num</td>	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	PKG	\$277.00	\$277.00			
4.1 Arsenic, Total							
Supplier	QTY	UOM	Price	Extended <td>Supplier Notes</td> <td>Manufacturer</td> <td>Manuf Num</td>	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	EA	\$8.00	\$8.00			
4.2 Cadmium, Total							
Supplier	QTY	UOM	Price	Extended <td>Supplier Notes</td> <td>Manufacturer</td> <td>Manuf Num</td>	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	EA	\$8.00	\$8.00			
4.3 Chromium, Total							
Supplier	QTY	UOM	Price	Extended <td>Supplier Notes</td> <td>Manufacturer</td> <td>Manuf Num</td>	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	EA	\$8.00	\$8.00			

4.4 Chromium, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$8.00	\$8.00					
4.5 Copper, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$8.00	\$8.00					
4.6 Lead, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$8.00	\$8.00					
4.7 Molybdenum, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$8.00	\$8.00					
4.8 Nickel, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$8.00	\$8.00					
4.9 Selenium, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$8.00	\$8.00					
4.10 Silver, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$8.00	\$8.00					
4.11 Zinc, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$8.00	\$8.00					
4.12 Mercury									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$22.00	\$22.00					
4.13 Phosphorus									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	MG/KG	\$8.00	\$8.00					

4.14	Potassium																			
	Supplier																			
	TestAmerica Laboratories Inc	1	mg/L			\$8.00		\$8.00												

4.15	Corrosivity (pH - Liquids)																			
	Supplier																			
	TestAmerica Laboratories Inc	1	U			\$8.00		\$8.00												

4.16	Specific Gravity																			
	Supplier																			
	TestAmerica Laboratories Inc	1	U			\$8.00		\$8.00												

4.17	Total Volatile Solids																			
	Supplier																			
	TestAmerica Laboratories Inc	1	U			\$10.00		\$10.00												

4.18	Total Solids																			
	Supplier																			
	TestAmerica Laboratories Inc	1	U			\$10.00		\$10.00												

4.19	Ammonia Nitrogen (NH3-N)																			
	Supplier																			
	TestAmerica Laboratories Inc	1	mg/L			\$20.00		\$20.00												

4.20	Nitrate Nitrogen (NO3-N)																			
	Supplier																			
	TestAmerica Laboratories Inc	1	mg/L			\$15.00		\$15.00												

4.21	Total Nitrogen																			
	Supplier																			
	TestAmerica Laboratories Inc	1	mg/L			\$20.00		\$20.00												

4.22	Total PCB's																			
	Supplier																			
	TestAmerica Laboratories Inc	1	mg/L			\$80.00		\$80.00												

4.23	Extraction, Extract Clean Up, Determination																			
	Supplier																			
	TestAmerica Laboratories Inc	1	mg/L			\$80.00		\$80.00												

TestAmerica Laboratories, Inc. 50.00 50.00

5 Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I) (contaminants listed Table 1, 40 CFR section 261.24)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	50.00	50.00			

5.1 Metals

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	595.00	595.00			

5.2 Pesticides

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	520.00	520.00			

5.3 Herbicides

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	510.00	510.00			

5.4 Volatile Organics

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	570.00	570.00			

5.5 Semi-Volatile Organics

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	510.00	510.00			

6 Table C - Sludge Pathogens

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	580.00	580.00			

6.1 Fecal Coliforms

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MPN	580.00	580.00			

7 Table D - Soil

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	PKG	525.00	525.00			

7.1 Cationic Exchange Capacity

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$40.00	\$40.00			
7.2 Arsenic, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$40.00	\$40.00			
7.3 Cadmium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
7.4 Chromium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
7.5 Copper, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
7.6 Lead, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
7.7 Nickel, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
7.8 Silver, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
7.9 Zinc, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
7.10 Mercury							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	mg/L	\$72.00	\$72.00			

7.11 Phosphorus						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$8.00	\$8.00		
7.12 Potassium						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$8.00	\$8.00		
7.13 pH						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$8.00	\$8.00		
7.14 Total Volatile Solids						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$10.00	\$10.00		
7.15 Total Solids						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$10.00	\$10.00		
7.16 Ammonia Nitrogen						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$10.00	\$10.00		
7.17 Nitrate Nitrogen						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$15.00	\$15.00		
7.18 Total Nitrogen						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$20.00	\$20.00		
7.19 Total PCB's						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$60.00	\$60.00		
7.20 Extraction, Extract Clean Up, Determination						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$0.00	\$0.00		

8 Table F --WW Groundwater Group B

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$370.00	\$18.50			

8.1 Cadmium

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$3.00	\$0.40			

8.2 Copper

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$2.00	\$0.40			

8.3 Lead

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$3.00	\$0.40			

8.4 Nickel

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$2.00	\$0.40			

8.5 Potassium

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$3.00	\$0.40			

8.6 Zinc

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$3.00	\$0.40			

8.7 COD

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$3.00	\$0.40			

8.8 Phenolics

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$3.00	\$0.40			

8.9 TOX

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$3.00	\$0.40			

8.10 Total PCB's						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$7.00	\$7.00		
				\$0.00		

8.11 Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$0.00	\$0.00		

9 Table G - W. W. Metals						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$169.864	\$169.864		

9.1 Antimony, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	0.06	mg/L	\$0.48	\$0.48		

9.2 Barium, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	0.06	mg/L	\$0.48	\$0.48		

9.3 Lead, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	0.06	mg/L	\$0.48	\$0.48		

9.4 Nickel, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	0.06	mg/L	\$0.48	\$0.48		

9.5 Silicon, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	0.5	mg/L	\$2.00	\$2.00		

9.6 Chromium, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc.	0.5	mg/L	\$40.00	\$40.00		

9.7 Copper, Total						
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Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$180.00	\$900.00			
9.8 Mercury, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$180.00	\$900.00			
9.9 Arsenic, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$18.00	\$90.00			
9.10 Cadmium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$18.00	\$90.00			
9.11 Silver, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$18.00	\$90.00			
10 Table H - Root Zone Nutrients							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$180.00	\$900.00			
10.1 pH							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$18.00	\$90.00			
10.2 Potassium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$180.00	\$900.00			
10.3 Phosphorus							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$18.00	\$90.00			
10.4 Total Nitrogen							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	mg/L	\$350.00	\$1,750.00			

10.5 Conductivity							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$9.00	\$9.00			
10.6 Nitrogen, Nitrate Total (as N)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$1.50	\$1.50			
10.7 Nitrogen, Kjeldahl Total (as N)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$9.50	\$9.50			
11 Table I W. W. Priority Pollutants							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$1,429.74	\$1,429.74			
11.1 Aluminum, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$80.00	\$80.00			
11.2 Antimony, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$11.80	\$11.80			
11.3 Arsenic, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$8.00	\$8.00			
11.4 Barium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$8.00	\$8.00			
11.5 Beryllium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$8.00	\$8.00			
11.6 Cadmium, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	MG/L	\$8.00	\$8.00			

11.7 Chromium, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	PP/L	\$8.00	\$8.00					
11.8 Hex Chromium									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	5	PP/L	\$25.00	\$125.00					
11.9 Copper, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	5	PP/L	\$8.00	\$40.00					
11.10 Cyanide, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	PP/L	\$0.50	\$0.50					
11.11 Lead, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	1	PP/L	\$5.00	\$5.00					
11.12 Manganese, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	20	PP/L	\$7.50	\$150.00					
11.13 Mercury, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	5	PP/L	\$2.00	\$10.00					
11.14 Molybdenum, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	5	PP/L	\$8.00	\$40.00					
11.15 Nickel, Total									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	5	PP/L	\$8.00	\$40.00					
11.16 Phenol, Total Recoverable									
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
TestAmerica Laboratories, Inc	5	PP/L	\$8.00	\$40.00					

TestAmerica Laboratories, Inc. 9 38/ 575.00 575.00									
11.17	Selenium, Total								
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
	TestAmerica Laboratories, Inc.	1	EA	575.00	575.00				
11.18	Silver, Total								
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
	TestAmerica Laboratories, Inc.	1	EA	58.00	58.00				
11.19	Thallium, Total								
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
	TestAmerica Laboratories, Inc.	1	EA	58.00	58.00				
11.20	Zinc, Total								
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
	TestAmerica Laboratories, Inc.	1	EA	58.00	58.00				
11.21	Acid Digestion, Total Metals								
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
	TestAmerica Laboratories, Inc.	1	EA	50.00	50.00				
11.22	Concentrate ICAP Sx 2x Prior to Analysis								
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
	TestAmerica Laboratories, Inc.	1	EA	50.00	50.00				
11.23	Extraction Chlorides Pesticides / PCBs								
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
	TestAmerica Laboratories, Inc.	1	EA	50.00	50.00				
11.24	Extraction Semi-volatile Compounds								
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
	TestAmerica Laboratories, Inc.	1	EA	50.00	50.00				
11.25	Pesticides / PCBs (25 Organochlorine)								
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	
	TestAmerica Laboratories, Inc.	1	EA	51.40	51.40				
11.26	Semi-volatile Organics (56)								

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.5	UW/L	\$150.00	\$75.00			

11.27 Semi-volatile Organics (56)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.5	UW/L	\$150.00	\$75.00			

11.28 Semi-volatile Organics-Non Standard List

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.5	UW/L	\$150.00	\$75.00			

11.29 Volatile Organics (27)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	2	UW/L	\$70.00	\$140.00			

11.30 Volatile Organics - Non Standard List (2)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	UW/L	\$70.00	\$350.00			

12 Table J - W. T. Metals Group A

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	3	UW/L	\$35.88	\$95.88			

12.1 Arsenic, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	UW/L	\$8.00	\$8.00			

12.2 Barium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.05	UW/L	\$0.48	\$0.48			

12.3 Cadmium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	UW/L	\$8.00	\$8.00			

12.4 Chromium, Total

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	5	UW/L	\$8.00	\$40.00			

12.5 Copper, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	1	MG/L	\$8.00	\$8.00		

12.6 Iron, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	0.05	MG/L	\$0.80	\$0.40		

13 Table K -- W. T. Metals Group B						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	1	MG/L	\$9.74	\$9.74		

13.1 Lead, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	0.05	MG/L	\$6.88	\$0.48		

13.2 Manganese, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	0.05	MG/L	\$8.00	\$0.40		

13.3 Mercury, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	0.001	MG/L	\$2.00	\$0.004		

13.4 Selenium, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	0.05	MG/L	\$8.00	\$0.40		

13.5 Silver, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	1	MG/L	\$8.00	\$8.00		

13.6 Zinc, Total						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	0.05	MG/L	\$0.80	\$0.40		

14 Table L -- W. T. Pesticides / Herbicides						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer Manuf Num
TestAmerica Laboratories, Inc	1	MG/L	\$250.00	\$250.00		

14.1 Herbicides (Method Full List)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	L	\$130.00	\$130.00			

14.2 Pesticides (Method Full List)

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	L	\$120.00	\$120.00			

15 Table M - W. T. TTHM

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	PKG	\$70.00	\$70.00			

15.1 Bromoform

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	L	\$0.00	\$0.00			

15.2 Chloroform

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	L	\$0.00	\$0.00			

15.3 Bromodichloromethane

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	L	\$0.00	\$0.00			

15.4 Dibromochloromethane

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	L	\$0.00	\$0.00			

15.5 Total Trihalomethanes

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	L	\$70.00	\$70.00	Unit price is \$70.00 for Method 624 TTHM		

16 Table N - W. T. HAA - 5

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	1	PKG	\$200.00	\$200.00			

16.1 Chloroacetic acid

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num

TestAmerica Laboratories, Inc.									
	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num		
16.2 Dichloroacetic acid									
Supplier									
TestAmerica Laboratories, Inc.	1	KG	\$0.00	\$0.00					
16.3 Trichloroacetic acid									
Supplier									
TestAmerica Laboratories, Inc.	1	KG	\$0.00	\$0.00					
16.4 Bromoacetic acid									
Supplier									
TestAmerica Laboratories, Inc.	1	KG	\$0.00	\$0.00					
16.5 Dibromoacetic acid									
Supplier									
TestAmerica Laboratories, Inc.	1	KG	\$0.00	\$0.00					
16.6 Total regulated Haloacetic acids									
Supplier									
TestAmerica Laboratories, Inc.	1	KG	\$0.00	\$0.00					
16.7 Bromochloroacetic acid									
Supplier									
TestAmerica Laboratories, Inc.	1	KG	\$0.00	\$0.00					
17 Table O - W. T. TOC									
Supplier									
TestAmerica Laboratories, Inc.	1	KG	\$2.50	\$2.50					
17.1 Total Organic Carbon									
Supplier									
TestAmerica Laboratories, Inc.	1	KG	\$2.50	\$2.50					
18 Table OO - W. T. Distribution - Lead & Copper									
Supplier									
TestAmerica Laboratories, Inc.	1	KG	\$0.00	\$0.00					
18.1 Lead, Total									

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			
18.2 Copper, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			
19 Table 000- W.T. SUVA							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			
19.1 Specific Ultraviolet Absorption (SUVA)							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			
20 Table P - W. T. Radionuclides							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			
20.1 Radionuclides, Gross a							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			
20.2 Radionuclides, Gross B							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			
20.3 Radionuclides, Total							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			
21 Table Q - W. W. Permit & Process Control							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			
21.1 **B.O.D. - 5							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc	0.000	MG/L	39.00	39.00			

21.2 C.B.O.D. - 5

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$23.00	\$23.00			

21.3 ***Total Suspended Solids

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$10.00	\$10.00			

21.4 Volatile Suspended Solids

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$10.00	\$10.00			

21.5 ****Ammonia as Nitrogen

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.01	mg/L	\$0.20	\$0.20			

21.6 Fecal coliform

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	CFU/100 ml	\$60.00	\$60.00			

21.7 Chemical Oxygen demand

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	5	mg/L	\$15.00	\$75.00			

22 Table R - W. T. Ion Analysis

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$157.00	\$157.00			

22.1 Fluoride

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$15.00	\$15.00			

22.2 Bromide

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$15.00	\$15.00			

22.3 Nitrite

Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	1	mg/L	\$13.00	\$13.00			

Item	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
22.4 Nitrate	TestAmerica Laboratories, Inc	1	mg/L	\$15.00	\$15.00			
22.5 Ortho-Phosphate	TestAmerica Laboratories, Inc	1	mg/L	\$15.00	\$15.00			
22.6 Sulfate	TestAmerica Laboratories, Inc	1	mg/L	\$15.00	\$15.00			
22.7 Chloride	TestAmerica Laboratories, Inc	1	mg/L	\$15.00	\$15.00			
22.8 Sodium	TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
22.9 Potassium	TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
22.10 Magnesium	TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
22.11 Ammonium	TestAmerica Laboratories, Inc	1	mg/L	\$20.00	\$20.00			
22.12 Calcium	TestAmerica Laboratories, Inc	1	mg/L	\$8.00	\$8.00			
23 Table S - Microbiology								

23.1 Total Coliforms						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer
TestAmerica Laboratories, Inc.	1		\$240.00	\$240.00		Manuf Num

23.2 Fecal Coliforms						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer
TestAmerica Laboratories, Inc.	1		\$60.00	\$60.00		Manuf Num

23.3 Chromogenic Substrate Total Coliforms						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer
TestAmerica Laboratories, Inc.	1		\$60.00	\$60.00		Manuf Num

23.4 Fluorogenic Substrate Fecal Coliforms (E. coli)						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer
TestAmerica Laboratories, Inc.	1		\$60.00	\$60.00		Manuf Num

24 Table T - Industrial Pretreatment						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer
TestAmerica Laboratories, Inc.	1		\$260.00	\$260.00		Manuf Num

24.1 Fats, Oils & Grease (FOG)						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer
TestAmerica Laboratories, Inc.	1		\$40.00	\$40.00		Manuf Num

24.2 TOC (Total Organic Carbon)						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer
TestAmerica Laboratories, Inc.	1		\$25.00	\$25.00		Manuf Num

24.3 TOX (Total Organic Halides)						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer
TestAmerica Laboratories, Inc.	1		\$70.00	\$70.00		Manuf Num

24.4 B-TEX						
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer
TestAmerica Laboratories, Inc.	1		\$55.00	\$55.00		Manuf Num

24.5 TPH (Total Petroleum Hydrocarbons)						
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Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.			\$40.00	\$40.00			
24.6 Cyanide							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.			\$23.00	\$23.00			
24.7 Phenols							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.			\$13.00	\$13.00			
25 Table U - Storm Water Multi-sector General Permit							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.		mg/L	\$0.40	\$0.40			
25.1 Arsenic							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$8.00	\$0.40			
25.2 Barium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$8.00	\$0.40			
25.3 Cadmium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$8.00	\$0.40			
25.4 Chromium							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$8.00	\$0.40			
25.5 Copper							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$8.00	\$0.40			
25.6 Lead							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
TestAmerica Laboratories, Inc.	0.05	mg/L	\$8.00	\$0.40			

25.7	Manganese											
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num				
	TestAmerica Laboratories, Inc.	0.05	mg/L	\$2.00	\$0.40							

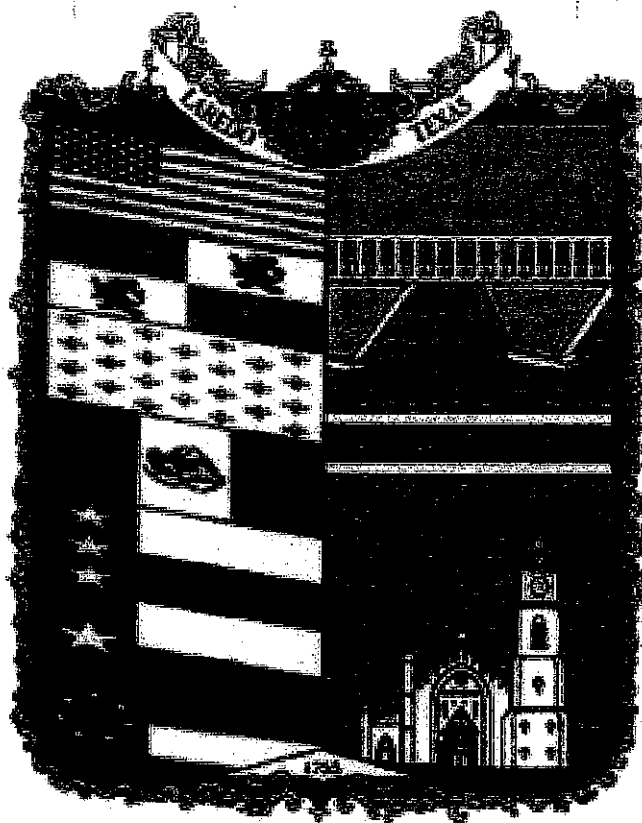
25.8	Mercury											
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num				
	TestAmerica Laboratories, Inc.	0.002	mg/L	\$2.00	\$0.04							

25.9	Nickel											
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num				
	TestAmerica Laboratories, Inc.	0.05	mg/L	\$2.00	\$0.40							

25.10	Selenium											
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num				
	TestAmerica Laboratories, Inc.	0.05	mg/L	\$2.00	\$0.40							

25.11	Silver											
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num				
	TestAmerica Laboratories, Inc.	0.05	mg/L	\$2.00	\$0.40							

25.12	Zinc											
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num				
	TestAmerica Laboratories, Inc.	0.05	mg/L	\$2.00	\$0.40							



FY18-081
Supplier Response
TestAmerica Laboratories, Inc.

Event Information

Number: FY18-081
Title: Analytical Lab Services
Type: Request For Bid
Issue Date: 1/22/2018
Deadline: 8/2/2018 05:00 PM (CT)

TestAmerica Laboratories, Inc. Information

Contact: Deb Coursey
Address: 173636 N Padre Island Drive
Corpus Christi, TX 78408
Phone: (361) 269-2673
Email: TARegistration@testamericainc.com

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

Requested Attachments

Non-Collusive Affidavit Form 1295

Non-Collusive Affidavit - TestAmerica.pdf

No response

Required upon award of bid.

Response Attachments

_Proposal City_of_Laredo.pdf

Includes signed forms and TestAmerica's proposal with pricing spreadsheets. Pricing is also provided on-line.

Attachment 1 - J74716-1 UDS Level 2 Report Final Report.pdf

Attachment 1 - Example Report

Attachment 2 - Resumes.pdf

Attachment 2 - Key Personnel

Attachment 3 - TA EHS Manual.pdf

Attachment 3 - EHS Manual

Attachment 4 - Haz Waste Mgmt Plan - Corpus Christi.pdf

Attachment 4 - Hazardous Waste Management Plan

Attachment 5 - QAManual - Corpus Christi.pdf

Attachment 5 - Quality Assurance Manual

Attachment 6 - TA Ethics Policy.pdf

Attachment 6 - Ethics Policy

Attachment 7 - SOP for Corpus Christi Lab.zip

Attachment 7 - SOPs for Corpus Christi Lab

Attachment 7 - SOP for Houston Lab.zip

Attachment 7 - SOPs for Houston Lab

Attachment 7 - SOPs for additional labs.zip

Attachment 7 - SOPs for additional Labs

Attachment 8 - Performance Evaluations.zip

Attachment 8 - Performance Evaluations

Attachment 9 - Audits.zip

Attachment 9 - Audits

Attachment 10 - Certifications.zip

Attachment 10 - Certifications

City of Laredo Purchasing Supplier Information Form.pdf

City of Laredo Purchasing Supplier Information Form

Bid Attributes

1 Terms and Conditions for Request for Bids
TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids

upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. 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, 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 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

2 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 each occurrence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) 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 mininum requirements

3 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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

4 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

5 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".

6 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

TestAmerica Laboratories, Inc., Chip Meador - Laboratory Director, 361.289.2673

7 State how long under has the business been in its present business name

11

8 If applicable, list all other names under which the Business identified above operated in the last five years

na

9 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.

10 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

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) Some contracts contain liquidated damages for late delivery of results in the amount of 1-2% per day late. TestAmerica has incurred such charges occasionally due to overcapacity in the lab or errors in handling. Where errors in the lab compromise usability of test results, TestAmerica has also reimbursed clients for the cost of resampling in order to generate acceptable data.

11 State if the Company is a certified minority business enterprise

This company is not a certified minority business

12 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.

1
4 **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.

1
5 **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.

1
6 **Disclosure Form**
For details on use of this form, see Section 4.01 of the City's Ethics Code.

1
7 **This is a**

1
8 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

1
9 **Question 2. Contract Information**
Please include the following: a)Contract or Project Name b)Originating Department

2
0 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

2
1 **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.**

2
2 **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.

2
3 **Question 5. List any individuals or entities that will be subcontractors on this contract**

2
4

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.

City of Laredo Health Department Laboratory

2
5

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

Not Applicable

2
6

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

2
7

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 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 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

2
8

Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

2
9

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.

3
0

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

3
1

8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest in question 8, please list them in this section.

No response

3
2

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

3
3

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

3
4

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

3
5

Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Chip Meador, Laboratory Director, TestAmerica Laboratories, Inc.; July 31, 2018

3
6

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

3
7

Company Information Questionnaire

I have completed this section

3
8

Conflict of Interest Questionnaire

I have completed this section

3
9

Non-Collusive Affidavit

I have completed and included this form

4
0

Discretionary Contracts Disclosure

I have completed this section

4
1 **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: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form 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

4
2 **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

Bid Lines

1 **Package Header**

Table AA - Wastewater Sampling Events

Quantity: 1 UOM: PKG Total:

Package Items

1.1 Sludge Permit

Quantity: 16 UOM: EA / Year Unit price: Total:

1.2 Sludge TCLP

Quantity: 6 UOM: EA / Year Unit price: Total:

1.3 Sludge Pathogens

Quantity: 4 UOM: EA / Year Unit price: Total:

1.4 SoilQuantity: 18 UOM: EA / Year Unit price: Total: **1.5 W. W. Groundwater Group A**Quantity: 32 UOM: EA / Year Unit price: Total: **1.6 W. W. Groundwater Group B**Quantity: 16 UOM: EA / Year Unit price: Total: **1.7 W. W. Metals**Quantity: 40 UOM: EA / Year Unit price: Total: **1.8 Root Zone Nutrients**Quantity: 12 UOM: EA / Year Unit price: Total: **1.9 Priority Pollutants**Quantity: 12 UOM: EA / Year Unit price: Total: **2 Package Header**

Table AA - Water Sampling Events

Quantity: 1 UOM: PKG Total: **Package Items****2.1 W. T. Metals Group A**Quantity: 12 UOM: EA / Year Unit price: Total: **2.2 W. T. Metals Group B**Quantity: 12 UOM: EA / Year Unit price: Total: **2.3 W. T. Pesticides / Herbicides**Quantity: 12 UOM: EA / Year Unit price: Total: **2.4 T.T.H.M.**Quantity: 24 UOM: EA / Year Unit price: Total: **2.5 H.A.A.-5**Quantity: 24 UOM: EA / Year Unit price: Total: **2.6 T.O.C.**Quantity: 48 UOM: EA / Year Unit price: Total: **2.7 SUVA**Quantity: 48 UOM: EA / Year Unit price: Total: **2.8 Radionuclides Total, a and β**Quantity: 2 UOM: EA / Year Unit price: Total: **3 Package Header**

Table AA - Miscellaneous Sampling Groups

Quantity: 1 UOM: PKG Total:

Package Items**3.1 W.W. Permit & Process Control**Quantity: 365 UOM: EA / Year Unit price: Total: **3.2 W.T. Ion Analysis**Quantity: 12 UOM: EA / Year Unit price: Total: **3.3 Microbiology**Quantity: 32 UOM: EA / Year Unit price: Total: **3.4 Industrial Pretreatment**Quantity: 20 UOM: EA / Year Unit price: Total: **3.5 Storm Water Multi-Sector Permit**Quantity: 4 UOM: EA / Year Unit price: Total: **Package Header**

Table A - Sludge Permit

Quantity: 1 UOM: PKG Total: **Package Items****4.1 Arsenic, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.2 Cadmium, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.3 Chromium, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.4 Chromium, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.5 Copper, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.6 Lead, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.7 Molybdenum, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.8 Nickel, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.9 Selenium, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.10 Silver, Total**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.11 Zinc, Total**Quantity: 1 UOM: mg/Kg Unit price: Total:

4.12 MercuryQuantity: 1 UOM: mg/Kg Unit price: Total: **4.13 Phosphorus**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.14 Potassium**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.15 Corrosivity (pH – liquids)**Quantity: 1 UOM: s.u Unit price: Total: **4.16 Specific Gravity**Quantity: 1 UOM: 25'C Unit price: Total: **4.17 Total Volatile Solids**Quantity: 1 UOM: % Unit price: Total: **4.18 Total Solids**Quantity: 1 UOM: % Unit price: Total: **4.19 Ammonia Nitrogen (NH3-N)**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.20 Nitrate Nitrogen (NO3-N)**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.21 Total Nitrogen
Kjeldahl (TKN)**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.22 Total PCB's**Quantity: 1 UOM: mg/Kg Unit price: Total: **4.23 Extraction, Extract Clean Up, Determination**Quantity: 1 Unit price: Total: **5 Package Header**

Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I) (contaminants listed Table 1, 40 CFR section 261.24)

Quantity: 1 UOM: PKG Total: **Package Items****5.1 Metals**Quantity: 1 UOM: mg/L Unit price: Total: **5.2 Pesticides**Quantity: 1 UOM: µg/L Unit price: Total: **5.3 Herbicides**Quantity: 1 UOM: µg/L Unit price: Total: **5.4 Volatile Organics**Quantity: 1 UOM: µg/L Unit price: Total:

5.5 Semi -Volatile Organics

Quantity: 1 UOM: µg/L Unit price: Total:

6 Package Header

Table C - Sludge Pathogens

Quantity: 1 UOM: PKG Total:

Package Items

6.1 Fecal Coliforms

Quantity: 1 UOM: MPN Unit price: Total:

7 Package Header

Table D - Soil

Quantity: 1 UOM: PKG Total:

Package Items

7.1 Cationic Exchange Capacity

Quantity: 1 UOM: meq/100g Unit price: Total:

7.2 Arsenic, Total

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.3 Cadmium, Total

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.4 Chromium, Total

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.5 Copper, Total

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.6 Lead, Total

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.7 Nickel, Total

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.8 Silver, Total

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.9 Zinc, Total

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.10 Mercury

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.11 Phosphorus

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.12 Potassium

Quantity: 1 UOM: mg/Kg Unit price: Total:

7.13 pHQuantity: 1 UOM: s.u. Unit price: Total: **7.14 Total Volatile Solids**Quantity: 1 UOM: % Unit price: Total: **7.15 Total Solids**Quantity: 1 UOM: % Unit price: Total: **7.16 Ammonia Nitrogen**Quantity: 1 UOM: mg/Kg Unit price: Total: **7.17 Nitrate Nitrogen**Quantity: 1 UOM: mg/Kg Unit price: Total: **7.18 Total Nitrogen
Kjeldahl (TKN)**Quantity: 1 UOM: mg/Kg Unit price: Total: **7.19 Total PCB's**Quantity: 1 UOM: mg/Kg Unit price: Total: **7.20 Extraction, Extract Clean Up, Determination
3540 / 3550; 3620 / 3640 / 3650; 8080**Quantity: 1 Unit price: Total: **8 Package Header**

Table F —WW Groundwater Group B

Quantity: 1 UOM: PKG Total: **Package Items****8.1 Cadmium**Quantity: 0.05 UOM: mg/L Unit price: Total: **8.2 Copper**Quantity: 0.05 UOM: mg/L Unit price: Total: **8.3 Lead**Quantity: 0.05 UOM: mg/L Unit price: Total: **8.4 Nickel**Quantity: 0.05 UOM: mg/L Unit price: Total: **8.5 Potassium**Quantity: 0.05 UOM: mg/L Unit price: Total: **8.6 Zinc**Quantity: 0.05 UOM: mg/L Unit price: Total: **8.7 COD**Quantity: 40 UOM: mg/L Unit price: Total: **8.8 Phenolics**Quantity: 0.005 UOM: mg/L Unit price: Total:

8.9 TOXQuantity: 0.15 UOM: mg/L Unit price: Total: **8.10 Total PCB's**Quantity: 1 UOM: mg/L Unit price: Total: **8.11 Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080**Quantity: 1 Unit price: Total: **9 Package Header**

Table G – W. W. Metals

Quantity: 1 UOM: PKG Total: **Package Items****9.1 Antimony, Total**Quantity: 0.06 UOM: mg/L Unit price: Total: **9.2 Barium, Total**Quantity: 0.06 UOM: mg/L Unit price: Total: **9.3 Lead, Total**Quantity: 0.06 UOM: mg/L Unit price: Total: **9.4 Nickel, Total**Quantity: 0.06 UOM: mg/L Unit price: Total: **9.5 Silicon, Total**Quantity: 0.5 UOM: mg/L Unit price: Total: **9.6 Chromium, Total**Quantity: 5 UOM: mg/L Unit price: Total: **9.7 Copper, Total**Quantity: 5 UOM: mg/L Unit price: Total: **9.8 Mercury, Total**Quantity: 0.002 UOM: mg/L Unit price: Total: **9.9 Arsenic, Total**Quantity: 1 UOM: mg/L Unit price: Total: **9.10 Cadmium, Total**Quantity: 1 UOM: mg/L Unit price: Total: **9.11 Silver, Total**Quantity: 1 UOM: mg/L Unit price: Total: **10 Package Header**

Table H – Root Zone Nutrients

Quantity: 1 UOM: PKG Total:

Package Items**10.1 pH**Quantity: 0.1 UOM: S.U. Unit price: Total: **10.2 Potassium**Quantity: 100 UOM: mg/kg Unit price: Total: **10.3 Phosphorus**Quantity: 5 UOM: mg/kg Unit price: Total: **10.4 Total Nitrogen**Quantity: 100 UOM: mg/kg Unit price: Total: **10.5 Conductivity**Quantity: 1 UOM: µmho/cm Unit price: Total: **10.6 Nitrogen, Nitrate Total (as N)**Quantity: 0.1 UOM: mg/K Unit price: Total: **10.7 Nitrogen, Kjeldahl Total (as N)**Quantity: 0.1 UOM: mg/K Unit price: Total: **Package Header**

Table I W. W. Priority Pollutants

Quantity: 1 UOM: PKG Total: **Package Items****11.1 Aluminum, Total**Quantity: 20 UOM: µg/L Unit price: Total: **11.2 Antimony, Total**Quantity: 1.6 UOM: µg/L Unit price: Total: **11.3 Arsenic, Total**Quantity: 1 UOM: µg/L Unit price: Total: **11.4 Barium, Total**Quantity: 1 UOM: µg/L Unit price: Total: **11.5 Beryllium, Total**Quantity: 1 UOM: µg/L Unit price: Total: **11.6 Cadmium, Total**Quantity: 1 UOM: µg/L Unit price: Total: **11.7 Chromium, Total**Quantity: 1 UOM: µg/L Unit price: Total: **11.8 Hex Chromium**Quantity: 1 UOM: µg/L Unit price: Total: **11.9 Copper, Total**Quantity: 5 UOM: µg/L Unit price: Total:

11.10 Cyanide, Total	Quantity: <u>0.02</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$0.50"/>
11.11 Lead, Total	Quantity: <u>1</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$8.00"/>
11.12 Manganese, Total	Quantity: <u>20</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$160.00"/>
11.13 Mercury, Total	Quantity: <u>0.002</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$22.00"/>	Total: <input type="text" value="\$0.044"/>
11.14 Molybdenum, Total	Quantity: <u>5</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$40.00"/>
11.15 Nickel, Total	Quantity: <u>5</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$40.00"/>
11.16 Phenol, Total Recoverable	Quantity: <u>3</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$75.00"/>
11.17 Selenium, Total	Quantity: <u>2</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$16.00"/>
11.18 Silver, Total	Quantity: <u>1</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$8.00"/>
11.19 Thallium, Total	Quantity: <u>1</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$8.00"/>
11.20 Zinc, Total	Quantity: <u>10</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$80.00"/>
11.21 Acid Digestion, Total Metals	Quantity: <u>1</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
11.22 Concentrate ICAP Sx 2x Prior to Analysis	Quantity: <u>1</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
11.23 Extraction Chlorides Pesticides / PCBs			
Continuous Liquid – Liquid Extraction			
Quantity: <u>1</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>	
11.24 Extraction Semi-volatile Compounds			
Continuous Liquid – Liquid Extraction			
Quantity: <u>1</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>	
11.25 Pesticides / PCBs (25 Organochlorine)	Quantity: <u>0.01</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$140.00"/>	Total: <input type="text" value="\$1.40"/>
11.26 Semi-volatile Organics (56)	Quantity: <u>0.5</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$75.00"/>
11.27 Semi-volatile Organics (56)	Quantity: <u>0.5</u> UOM: <u>µg/L</u>	Unit price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$75.00"/>

11.28 Semi-volatile Organics-Non Standard List

1,2-Diphenylhydrazine as Azobenzene

Quantity: 0.5 UOM: µg/L Unit price: Total:

11.29 Volatile Organics (27)

Quantity: 2 UOM: µg/L Unit price: Total:

11.30 Volatile Organics – Non Standard List (2)

Quantity: 5 UOM: µg/L Unit price: Total:

1 2 Package Header

Table J – W. T. Metals Group A

Quantity: 1 UOM: PKG Total:

Package Items

12.1 Arsenic, Total

Quantity: 1 UOM: µg/L Unit price: Total:

12.2 Barium, Total

Quantity: 0.06 UOM: µg/L Unit price: Total:

12.3 Cadmium, Total

Quantity: 1 UOM: µg/L Unit price: Total:

12.4 Chromium, Total

Quantity: 5 UOM: µg/L Unit price: Total:

12.5 Copper, Total

Quantity: 5 UOM: µg/L Unit price: Total:

12.6 Iron, Total

Quantity: 0.05 UOM: µg/L Unit price: Total:

1 3 Package Header

Table K – W. T. Metals Group B

Quantity: 1 UOM: PKG Total:

Package Items

13.1 Lead, Total

Quantity: 0.06 UOM: mg/L Unit price: Total:

13.2 Manganese, Total

Quantity: 0.05 UOM: mg/L Unit price: Total:

13.3 Mercury, Total

Quantity: 0.002 UOM: mg/L Unit price: Total:

13.4 Selenium, Total

Quantity: 0.05 UOM: mg/L Unit price: Total:

13.5 Silver, Total

Quantity: 1 UOM: µg/L Unit price: Total:

13.6 Zinc, Total

Quantity: 0.05 UOM: mg/L Unit price: Total:

1 Package Header

Table L – W. T. Pesticides / Herbicides

Quantity: 1 UOM: PKG Total:

Package Items

14.1 Herbicides (Method Full List)

Quantity: 1 Unit price: Total:

14.2 Pesticides (Method Full List)

Quantity: 1 Unit price: Total:

1 Package Header

Table M – W. T. TTHM

Quantity: 1 UOM: PKG Total:

Package Items

15.1 Bromoform

Quantity: 1 UOM: µg/L Unit price: Total:

15.2 Chloroform

Quantity: 1 UOM: µg/L Unit price: Total:

15.3 Bromodichloromethane

Quantity: 1 UOM: µg/L Unit price: Total:

15.4 Dibromochloromethane

Quantity: 1 UOM: µg/L Unit price: Total:

15.5 Total Trihalomethanes

Quantity: 1 UOM: µg/L Unit price: Total:

Supplier Notes: Unit price of \$70.00 for Method 624 TTHMs (Items 15.1 - 15.4 are also reported separately along with 15.5 TTHMs Summary result)

1 Package Header

Table N – W. T. HAA - 5

Quantity: 1 UOM: PKG Total:

Package Items

16.1 Chloroacetic acid

Quantity: 1 UOM: µg/L Unit price: Total:

16.2 Dichloroacetic acid

Quantity: 1 UOM: µg/L Unit price: Total:

16.3 Trichloroacetic acidQuantity: 1 UOM: µg/L Unit price: Total: **16.4 Bromoacetic acid**Quantity: 1 UOM: µg/L Unit price: Total: **16.5 Dibromoacetic acid**Quantity: 1 UOM: µg/L Unit price: Total: **16.6 Total regulated Haloacetic acids**Quantity: 1 UOM: µg/L Unit price: Total: Supplier Notes: **16.7 Bromochloroacetic acid**Quantity: 1 UOM: µg/L Unit price: Total: **17 Package Header**

Table O – W. T. TOC

Quantity: 1 UOM: PKG Total: **Package Items****17.1 Total Organic Carbon**Quantity: 0.1 UOM: mg/L Unit price: Total: **18 Package Header**

Table OO– W. T. Distribution- Lead & Copper

Quantity: 1 UOM: PKG Total: **Package Items****18.1 Lead, Total**Quantity: 0.001 UOM: mg/L Unit price: Total: **18.2 Copper, Total**Quantity: 0.001 UOM: mg/L Unit price: Total: **19 Package Header**

Table OOO- W.T. SUVA

Quantity: 1 UOM: PKG Total: **Package Items****19.1 Specific Ultraviolet Absorption (SUVA)**Quantity: 0.01 UOM: L/mg-M Unit price: Total: **20 Package Header**

Table P – W. T. Radionuclides

Quantity: 1 UOM: PKG Total:

Package Items**20.1 Radionuclides, Gross a**Quantity: 1 UOM: pCi/L Unit price: Total: **20.2 Radionuclides, Gross β**Quantity: 1 UOM: pCi/L Unit price: Total: **20.3 Radionuclides, Total**Quantity: 1 UOM: pCi/L Unit price: Total: **2**
1
Package Header**Table Q – W. W. Permit & Process Control**Quantity: 1 UOM: PKG Total:

Item Notes: ** BOD5 ANALYSIS PER YEAR 1,820 (some WWTP permits require daily sampling for BOD5)

***TSS ANALYSIS PER YEAR 2,030

**** Ammonia as Nitrogen analysis per year 200

Package Items**21.1 **B.O.D. - 5**Quantity: 1 UOM: mg/L Unit price: Total: **21.2 C.B.O.D. - 5**Quantity: 1 UOM: mg/L Unit price: Total: **21.3 ***Total Suspended Solids**Quantity: 1 UOM: mg/L Unit price: Total: **21.4 Volatile Suspended Solids**Quantity: 1 UOM: mg/L Unit price: Total: **21.5 ****Ammonia as Nitrogen**Quantity: 0.01 UOM: mg/L Unit price: Total: **21.6 Fecal coliform**Quantity: 1 UOM: Cfu/100 ml Unit price: Total: **21.7 Chemical Oxygen demand**Quantity: 5 UOM: mg/L Unit price: Total: **2**
2
Package Header**Table R – W. T. Ion Analysis**Quantity: 1 UOM: PKG Total: **Package Items****22.1 Fluoride**Quantity: 1 UOM: mg/L Unit price: Total: **22.2 Bromide**Quantity: 1 UOM: mg/L Unit price: Total:

22.3 NitriteQuantity: 1 UOM: mg/L Unit price: Total: **22.4 Nitrate**Quantity: 1 UOM: mg/L Unit price: Total: **22.5 Ortho-Phosphate**Quantity: 1 UOM: mg/L Unit price: Total: **22.6 Sulfate**Quantity: 1 UOM: mg/L Unit price: Total: **22.7 Chloride**Quantity: 1 UOM: mg/L Unit price: Total: **22.8 Sodium**Quantity: 1 UOM: mg/L Unit price: Total: **22.9 Potassium**Quantity: 1 UOM: mg/L Unit price: Total: **22.10 Magnesium**Quantity: 1 UOM: mg/L Unit price: Total: **22.11 Ammonium**Quantity: 1 UOM: mg/L Unit price: Total: **22.12 Calcium**Quantity: 1 UOM: mg/L Unit price: Total: **23 Package Header****Table S – Microbiology**Quantity: 1 UOM: PKG Total: **Package Items****23.1 Total Coliforms**Quantity: 1 Unit price: Total: **23.2 Fecal Coliforms**Quantity: 1 Unit price: Total: **23.3 Chromogenic Substrate Total Coliforms**Quantity: 1 Unit price: Total: **23.4 Fluorogenic Substrate Fecal Coliforms (E. coli)**Quantity: 1 Unit price: Total: **24 Package Header****Table T – Industrial Pretreatment**Quantity: 1 UOM: PKG Total:

Package Items**24.1 Fats, Oils & Grease (FOG)**Quantity: 1Unit price: Total: **24.2 TOC (Total Organic Carbon)**Quantity: 1Unit price: Total: **24.3 TOX (Total Organic Halides)**Quantity: 1Unit price: Total: **24.4 B-TEX**Quantity: 1Unit price: Total: **24.5 TPH (Total Petroleum Hydrocarbons)**Quantity: 1Unit price: Total: **24.6 Cyanide**Quantity: 1Unit price: Total: **24.7 Phenols**Quantity: 1Unit price: Total: **25 Package Header**

Table U – Storm Water Multi-sector General Permit

Quantity: 1 UOM: PKG Total: **Package Items****25.1 Arsenic**Quantity: 0.05 UOM: mg/L Unit price: Total: **25.2 Barium**Quantity: 0.05 UOM: mg/L Unit price: Total: **25.3 Cadmium**Quantity: 0.05 UOM: mg/L Unit price: Total: **25.4 Chromium**Quantity: 0.05 UOM: mg/L Unit price: Total: **25.5 Copper**Quantity: 0.05 UOM: mg/L Unit price: Total: **25.6 Lead**Quantity: 0.05 UOM: mg/L Unit price: Total: **25.7 Manganese**Quantity: 0.05 UOM: mg/L Unit price: Total: **25.8 Mercury**Quantity: 0.002 UOM: mg/L Unit price: Total: **25.9 Nickel**Quantity: 0.05 UOM: mg/L Unit price: Total:

25.10 Selenium

Quantity: 0.05 UOM: mg/L Unit price: Total:

25.11 Silver

Quantity: 0.05 UOM: mg/L Unit price: Total:

25.12 Zinc

Quantity: 0.05 UOM: mg/L Unit price: Total:

CITY OF LAREDO
PURCHASING DIVISION

29.0 Tab D

AFFIDAVIT

Project: Bid FY18-081 Analytical Lab Services

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Chip Meador, Laboratory Director of TestAmerica Laboratories, Inc.
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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.

Chip Meador

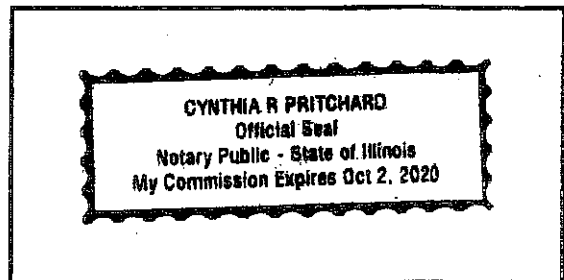
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 31st day of July 2018.

Cynthia R Pritchard
Notary Public

My commission expires:

Oct. 2, 2020



City of Laredo Purchasing

Bid Information

Bid Owner Horacio Lopez IV Administrative Assistant II
Email hlopez@ci.laredo.tx.us
Phone (956) 794-1736 x
Fax (956) 790-1805 x

Bid Number FY18-081
Title Analytical Lab Services
Bid Type RFB
Issue Date 07/22/2018
Close Date 8/2/2018 05:00:00 PM (CT)

Contact Information

Address 5816 Daugherty

Contact Laredo, TX 78041
Department Maria A. Vela
Building Utilities - Water Pollution
Floor/Room
Telephone 956 (721) 2000 x
Fax
Email avela@ci.laredo.tx.us

Ship to Information

Address 5816 Daugherty Ave.

Contact Laredo, TX 78041
Department Maria A. Vela
Building Utilities - Water Pollution
Floor/Room
Telephone 956 (721) 2000 x
Fax
Email avela@ci.laredo.tx.us

Supplier Information

Company Name TestAmerica Laboratories, Inc.
Contact Name Chip Meador
Address 1733 N. Padre Island Drive
Corpus Christi, TX 78408

Telephone 361-289-2673
Fax 361-289-2471
Email chip.meador@testamericainc.com

Supplier Notes

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

Signature



Date 7 / 31 / 2018

Bid Notes

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description	
Header	FY18-081 Analytical Lab Services.pdf	FY18-081 Analytical Lab Services	Provided on line
Header	CIQ Form.pdf	Conflict of Interest Questionnaire	Provided
Header	Non-Collusive Affidavit Form.pdf	Non-Collusive Affidavit Form	Provided
Header	Form 1295- Certificate of Interested Parties.pdf	Form 1295	Will provide upon reward per Invitation for Bid instructions

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Non-Collusive Affidavit
2	NO	Form 1295 : Required upon award of bid.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions for Request for Bids	<p>TERMS AND CONDITIONS OF INVITATIONS FOR BIDS</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>3.0 SUBMISSION OF BIDS (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and</p>	<p>TestAmerica has provided our bid and documentation online electronically per instructions in the Invitation for Bid. (Required)</p>

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 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

2 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 each occurrence limit.

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

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

(d) 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

TestAmerica can meet (Required) the requirements, however we had a few comments/clarifications in the proposal document which can be discussed.

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.

3 Disqualification & Debarment Certification

**DISQUALIFICATION & DEBARMENT
CERTIFICATION**

Agree _____ (Required)

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of 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.

4 Contract Requirements

Agree _____ (Required)

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.

- | | | | |
|----|---|--|------------------------|
| 5 | Questionnaire Description | <p>"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".</p> | (No Response Required) |
| 6 | Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid | TestAmerica Laboratories, Inc. Chip Meador, Laboratory Director, 361.289.2673 | (Required) |
| 7 | State how long under has the business been in its present business name | 11 years | (Required) |
| 8 | If applicable, list all other names under which the Business identified above operated in the last five years | NA | (Required) |
| 9 | 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. | (No Response Required) |
| 10 | Questions Part 1 | <p>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 otherwise 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?</p> | No (Required) |

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?

11 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)

No

Yes, provided answer on Bidder Information Questionnaire.

12 State if the Company is a certified minority business enterprise

Valid Responses: Historically Underutilized Business (HUB), Small Disadvantaged Business Enterprise (SCBC), Disadvantaged Business Enterprise (DBE), Other, This company is not a certified minority business

No _____ (Required)

13 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.

(No Response Required)

- 14 Conflict of Interest Questionnaire Form CIQ For vendor or other person doing business with local governmental entity. (No Response Required)
 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.
- 15 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 (Required)
 Valid Responses: I attest there is no conflict of interest, I acknowledge possible conflict of interest
- 16 Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code. (No Response Required)
- 17 This is a Valid Responses: New Submission, Correction, Update to previous submission New Submission (Required)
- 18 Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Chip Meador (Required)
- 19 Question 2. Contract Information Please include the following: Bid: Analytical Lab Services FY18-081 (Required)
 a)Contract or Project Name
 b)Originating Department
- 20 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) TestAmerica Laboratories, Inc. (Required)
- 21 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. Valid Responses: Not Applicable, It applies to my business Not Applicable (Required)
- 22 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. 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. _____ (Optional)
- 23 Question 5. List any individuals or entities that will be subcontractors on this contract Valid Responses: Not Applicable, It applies to my business City of Laredo Health Department Laboratory (Required)
- 24 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. _____ (Optional)
- 25 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Valid Responses: Not Applicable, It applies to my business Not Applicable (Required)
- 26 Question 6. List any attorneys, lobbyists, or If selected Not Applicable on question 6, please skip this _____ (Optional)

consultants that have been retained to assist in seeking this contract

section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

27 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.

Not Applicable (Required)

- 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 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)

Valid Responses: Not Applicable, it applies to my business

28 Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

_____ (Optional)

29 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.

(No Response Required)

30 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 (Required)

Valid Responses: I am aware of conflict of interest, I am not aware of any conflict of interest

31 8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest in question 8, please list them in this section.

_____ (Optional)

32 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 understand (Required)

33 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.

I understand (Required)

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.

- | | | | |
|----|---|--|--|
| 34 | 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. | <u>Attached to Bid</u> (Required) |
| 35 | Question 11. Oath | Please complete in this section the required information for your company:
1) Name Chip Meador
2) Title Laboratory Director
3) Company or DBA TestAmerica Laboratories, Inc.
4) Date July 31, 2018 | <u>Completed</u> (Required) |
| 36 | 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. | <u>Affirm</u> (Required) |
| 37 | Company Information Questionnaire | | <u>Completed</u> (Required) |
| 38 | Conflict of Interest Questionnaire | | <u>Completed</u> (Required) |
| 39 | Non-Collusive Affidavit | | <u>Completed</u> (Required) |
| 40 | Discretionary Contracts Disclosure | | <u>Completed</u> (Required) |
| 41 | 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/tcc/1295-Info.htm . | <u>Submit upon award per Bid instructions</u> (Required) |

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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

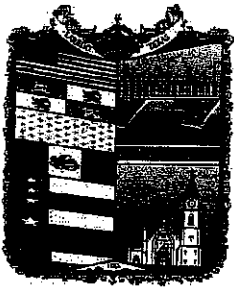
In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

42 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

_____ (Optional)

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**ANALYTICAL LAB SERVICES
CITY of LAREDO
UTILITIES 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 service contract for providing laboratory analytical testing services for water and wastewater samples for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until ~~5:00 PM on July 30, 2018~~ and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 31, 2018.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Analytical Lab Services
FY18-081**

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	Online via Cit-E-Bid https://cityoflaredo.ionwave.net/Login.aspx Cit-E-Bid 
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



City of Laredo
Purchasing Division

Notice to Bidders

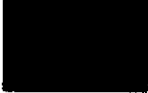
Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual service contract for providing laboratory analytical testing services for water and wastewater samples for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com.

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until ~~5:00 PM on August 02, 2018~~ and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on August 03, 2018.

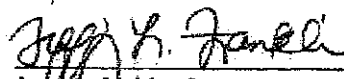
Proposals are to be submitted in a sealed envelope clearly marked:

**Bid: Analytical Lab Services
FY18-081**

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	Online via Cit-E-Bid https://cityoflaredo.ionwave.net/Login.aspx Cit-E-Bid 
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 18th DAY of July, 2018.

for: 
Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

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, 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 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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

**CITY OF LAREDO
PURCHASING DIVISION**

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~~ 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

CITY OF LAREDO
PURCHASING DIVISION

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 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 Contractor obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) 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.

**CITY OF LAREDO
PURCHASING DIVISION**

- (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.

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

**CITY OF LAREDO
PURCHASING DIVISION**

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 DEBARMENT CLAUSE

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, State or local procurement contracts and/or programs (under Executive Order 12549, "Debarment and Suspension"). By executing this agreement, the contractor/vendor certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal, State or local procurement contracts and/or 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.

**CITY OF LAREDO
PURCHASING DIVISION**

**Formal Invitation for Bids
Analytical Lab Services
City of Laredo Utilities Department**

15.0 Scope of Work

It is the intent of the City (City of Laredo) to secure an annual contract for the analytical testing services for the Utilities Department. These specifications cover the sample handling, analysis, and reporting for a wide range of environmental parameters in soil, water and sludge samples for both water and wastewater applications. Bids shall be accepted from qualified analytical laboratories interested in providing analytical services on water and wastewater samples in accordance to EPA approved standard methods.

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: March 24, 2016

Address: City of Laredo Purchasing Department
5512 Thomas Avenue
Laredo, Texas 78041
hlopez@ci.laredo.tx.us

15.1 It is required that grab and/or composite samples be analyzed for:

Wastewater Sampling Categories

Sludge Permit	Groundwater Group A
Sludge TCLP	Groundwater Group B
Sludge Pathogens	Metals
Soil	Root Zone Nutrients

Water Sampling Categories

Metals Group A	Pesticides/Herbicides
Metals Group B	THM

Other Sampling Categories

Process Control	Microbiology
Ion Analysis	Pretreatment

- 15.2 Party shall provide all necessary / required sampling containers, ice chests, and associated materials at no additional cost.
- 15.3 Party shall provide necessary shipment of samples to and from sampling location at no additional cost.
- 15.4 Results of all Quality Control additional analysis such as blank, spike, and duplicates shall be provided at no additional cost.
- 15.5 The Quality Control and Assurance procedures shall be in accordance with EPA requirements.
- 15.6 Completed analytical reports shall have turnaround time not to exceed 14 days.
- 15.7 As required, contracted laboratory must provide preliminary notification via e-mail when a WWTP final effluent sample parameter for CBOD, BOD5, TSS, or NH3 exceeds TPDES permitted discharge limitation.

**CITY OF LAREDO
PURCHASING DIVISION**

Also, contracted laboratory will be required to participate at no additional cost in EPA DMR-QA Studies through an accredited Proficiency Testing (PT) Provider and submit results for grading to them on behalf of the City's NPDES permits that have been selected for participation.

In addition to electronic reports, require 1 hard copy of reports be furnished at no additional cost.

- 15.8 Party shall have on hand, installed, and operating, all necessary sample handling equipment, preparation devices, analytical instrumentation, and reporting system, to begin immediate service upon negotiation of professional services fee.
- 15.9 All specification questions for this contract shall be directed to Maria Adriana Vela, Water Pollution Control Point of contact, at (956) 721-2000 (ext 3057) or by email avela@ci.laredo.tx.us prior to the mentioned deadline.
- 16.0 Required Submittals**
The following documents shall be submitted along with the vendor's bid.
- 16.1 Years of experience in the environmental testing business.
- 16.2 The firm's ability to meet all detection levels required under TNRCC and EPA regulations.
- 16.3 Standard operational procedures from sample kit order to completion of analysis and submission of report.
- 16.4 The firm's ability of submitting or making records available in an electronic form either via Internet or mailed pen drive.
- 16.5 The firm's qualifications of key personnel.
- 16.6 The firm's performance evaluations by outside agencies and in-house control.
- 16.7 Any certification applicable to firm's capabilities.
- 16.8 References.
- 16.9 Availability to commence services immediately after successfully negotiating a contract for the services.
- 17.0 General Conditions**
- 17.1 Contract shall be for a period of one (1) year with an option to renew for three (3) additional one (1) year periods upon mutual consent of both parties.
- 17.2 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.
- 17.3 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.
- 17.4 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 lowest responsible bidder meeting the city's requirements.
- 17.5 **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. All invoices have a 30-day term from receipt of order.

**CITY OF LAREDO
PURCHASING DIVISION**

17.6 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.

18.0 Specifications

18.1 Required Analyses

The parameters to be analyzed, methods, and frequencies are described in Tables A through U. Prior to the above referenced to tables is a tabulation summary sheet for final price for contract term. The proposed price must be identical to individual parameter unit prices.

A sample report format and QA / QC report shall be submitted with this bid.

18.2 Performance Requirements

Contractors shall have at least ten years experience in the environmental testing business. The successful contractor shall be able to perform analyses requested within seven calendar days from the time samples are received or before depending on sample's holding times.

Many methods and detection levels requested are mandated by regulated agencies, the successful laboratory may not substitute methods without prior authorization from the City.

Upon receipt of the sample, the laboratory shall generate a log-in report and e-mail it to the City within three days. The log-in report shall describe the type, identifications, condition of the sample, time of sample receipt, job number, as well as the detection level and method number to be utilized on it.

A quality control, quality assurance process followed report shall be submitted with each test result.

The selected laboratory shall be capable of submitting or making records available in an electronic form, and it will keep an electronic data file, with the City of Laredo having on-line access to the mentioned electronic file in a 24/7 basis. The selected laboratory shall describe in detail its methods available for providing electronic records to the City.

18.3 Quality Control/Quality Assurance

Contractors shall submit the resumes of the QA/QC team, describing specific assignments and responsibilities of each member; identifying the QA and the QC Managers to be contacted when it is required, and enclosing the results of the last two EPA performance evaluations, inspection or self reporting test. All required and in-house proficiency testing and certification should be included. Any nonconformance shall be clearly pointed out and explained.

It is also required to submit copy of the current "Laboratory Quality Manual" which must include the SOP for each proposed test, and the past three (3) years blind performance evaluation studies results for each requested method.

Copy of the contractor's Safety Training Program and records pertaining to it shall be submitted with a detailed description of policies and procedures related to laboratory's training or retraining programs performed to improved performance and safety.

18.4 Facilities

At the time of award, the successful contractor shall have on hand, installed, and operating, all necessary sample handling equipment, preparation devices, analytical instrumentation, and reporting system, to begin immediate service upon award of contract.

CITY OF LAREDO
PURCHASING DIVISION

18.5 Certification

Contractors shall submit information regarding current certification by state or federal regulatory bodies. In the event that some analyses are subcontracted, the specific analyses will be identified, and certification of the subcontracted party for those items must be submitted in the proposal.

Under state regulation, the City of Laredo is requiring to have a copy or ID of the laboratory's accreditation under NELAC as well as for its subcontracted laboratory, if a sub-contracted laboratory is utilized.

18.6 Ordering Data

The City of Laredo, Utilities Department will request sampling kits and receive results under one division titled Water Quality Division. The successful contractor will be required to maintain a database of the City sampling events and be able to identify and deal with various types of sampling events, specific requirements, and reporting and billing addresses separately from one another.

The successful contractor shall supply all chain of custody forms, sample containers and shipping devices as needed for the various analyses required. Such containers shall be provided to the City within two days after the City's request.

18.7 Sample Material and Transportation Delivery

It is critical that all materials mentioned in the following list must be provided by the laboratory and included in all unit cost per sample. Note that no additional charges will be paid by the City of Laredo, other than for emergency orders.

18.8 Special Clauses

Contractors shall incorporate in the individual prices the cost of all sample containers that must be new and certified sample containers, shipping boxes or coolers, and all shipping charges expected to and from Laredo, as the City will not pay separate freight charges. Each sampling kit must be accompanied with the prepaid shipment form. Please describe method to be used for sample freight from Laredo to your facility. Method must not disqualify sample due to sample method holding / storage time requirements.

18.8.1 Contractors shall state the cost and turn-around time per analyte or group of analytes as applicable, for normal response and for rush response. Rush response will be required for the Wastewater Treatment facilities BOD5 – CBOD5 and pretreatment analyses reports. For BOD5-CBOD5 sample analysis results are required to be completed 24hours after the incubation time frame is completed. For Total Metals, Total Cyanide and Total Phenols analyses the report is required to be completed in no more than two weeks. Also, it shall submit a list of subcontractors that will be utilized during the contract. The same requirements apply to the subcontracts as apply to the primary contractor.

18.8.2 As part of the City of Laredo's concern to protect the environment, the contractor shall submit a copy of documented "hazardous Waste Disposal" program.

18.8.3 As a final requirement, the City of Laredo is requiring to all contractors to submit a copy of their "Ethics policies, and procedures" that must be included in the QA / QC Manual, as well as documentation of the ethics training performed by laboratory staff during the past two years.

18.8.4 At least three references will be furnished including the name of the contact person and telephone.

19.0 Penalty Clause

If the awarded contractor, does not comply with the conditions stipulated in the request for proposal package that does not satisfy the established contract requirements signed with the City of Laredo, this entity is entitled to cancel it at its own discretion with or without further explanation.

**CITY OF LAREDO
PURCHASING DIVISION**

20.0 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 as listed in section 12.0 of these specifications.

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 (2), 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.

- 21.1 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 (1) year period.
- 21.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.
- 21.3 Other City of Laredo departments may enter into contracts or purchase orders from these specifications during the duration of this contract.

22.0 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 commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

- 22.1 If a bid does not abide by the terms and conditions in the fulfillment of this contract, the City reserves the right to purchase on the open market and charge the cost difference to the vendor, on any open invoices, between the contract price and the purchase price.
- 22.2 In case the awarded contractor fails to comply with any of the specified requirements, and are unable to perform at the level set since the beginning of the contract term, the City of Laredo will be able to cancel it at any time, and at our discretion with a grace period of one (1) month, by providing a written statement on the termination of contract due to incompliance of the terms of the contract.
- 22.3 The City of Laredo will select the laboratory firm to perform the regulatory analyses for its water and wastewater plants based in the following criteria:

**CITY OF LAREDO
PURCHASING DIVISION**

- 22.3.1 Completion of pricing tabulation (bid price schedule).
- 22.3.2 Analytical capabilities for each parameter listed in the following "Tabulation Summary Sheet".
- 22.3.3 Years of experience in the environmental laboratory services.
- 22.3.4 Capability on "Laboratory Information Management System" (LIMS).
- 22.3.5 Forms and Log-In procedures.
- 22.3.6 Laboratory's Quality Control – Quality Assurance manual, including Standard Operational Procedures
- 22.3.7 (SOPs), and Safety, Ethical & Training/Retraining programs.
- 22.3.8 Facilities.
- 22.3.9 Certification of main laboratory as well as satellite or subcontracted laboratories.
- 22.3.10 Personnel qualifications and experience.
- 22.3.11 Demonstrated availability and capabilities to perform laboratory work during other than normal working hours.
- 22.3.12 Years of experience performing water and wastewater regulatory analyses.
- 22.3.13 Proficiency testing capabilities in water and wastewater regulatory analyses.
- 22.3.14 Capability to comply with the required turn-around time period.

23.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. 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 hlopez@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.

24.0 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

**CITY OF LAREDO
PURCHASING DIVISION**

sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

25.0 Required Forms and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Checklist

- Tab A - Company Information Questionnaire**
- Tab B - Signed Price Schedule**
- Tab C - Conflict of Interest Questionnaire**
- Tab D - Non-Collusive Affidavit**
- Tab E - Discretionary Contracts Disclosure**
- Tab F - Certificate of Interested Parties (Form 1295)**

CITY OF LAREDO
PURCHASING DIVISION

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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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 _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

27.0 Tab B Price Schedule

27.1 Table AA

Sample Event	Unit Price Table	Number of Samples/yr	Unit Cost	Extended Cost
- Wastewater Sampling Events -				
Sludge Permit	A	16	\$	\$
Sludge TCLP	B	6	\$	\$
Sludge Pathogens	C	4	\$	\$
Soil	D	18	\$	\$
W. W. Groundwater Group A	E	32	\$	\$
W. W. Groundwater Group B	F	16	\$	\$
W. W. Metals	G	40	\$	\$
Root Zone Nutrients	H	12	\$	\$
Priority Pollutants	I	12	\$	\$
- Water Sampling Events -				
W. T. Metals Group A	J	12	\$	\$
W. T. Metals Group B	K	12	\$	\$
W. T. Pesticides / Herbicides	L	12	\$	\$
T.T.H.M.	M	24	\$	\$
H.A.A.-5	N	24	\$	\$
T.O.C.	O	48	\$	\$
SUVA		48		
Radionuclides Total, α and β	P	2	\$	\$
- Miscellaneous Sampling Groups -				
W.W. Permit & Process Control	Q	365	\$	\$
W.T. Ion Analysis	R	12	\$	\$
Microbiology	S	32	\$	\$
Industrial Pretreatment	T	20	\$	\$
Storm Water Multi-Sector Permit	U	4	\$	\$

**CITY OF LAREDO
PURCHASING DIVISION**

27.2 Table A - Sludge Permit

Parameter	Detection	Units	Unit Price
Arsenic, Total	Method Low	mg/Kg	\$
Cadmium, Total	Method Low	mg/Kg	\$
Chromium, Total	Method Low	mg/Kg	\$
Copper, Total	Method Low	mg/Kg	\$
Lead, Total	Method Low	mg/Kg	\$
Molybdenum, Total	Method Low	mg/Kg	\$
Nickel, Total	Method Low	mg/Kg	\$
Selenium, Total	Method Low	mg/Kg	\$
Silver, Total	Method Low	mg/Kg	\$
Zinc, Total	Method Low	mg/Kg	\$
Mercury	Method Low	mg/Kg	\$
Phosphorus	Method Low	mg/Kg	\$
Potassium	Method Low	mg/Kg	\$
Corrosivity (pH – liquids)	Method Low	s.u.	\$
Specific Gravity	Method Low	25°C	\$
Total Volatile Solids	Method Low	%	\$
Total Solids	Method Low	%	\$
Ammonia Nitrogen (NH3-N)	Method Low	mg/Kg	\$
Nitrate Nitrogen (NO3-N)	Method Low	mg/Kg	\$
Total Nitrogen Kjeldahl (TKN)	Method Low	mg/Kg	\$
Total PCB's	Method Low	mg/Kg	\$
Extraction, Extract Clean Up, Determination			\$

**CITY OF LAREDO
PURCHASING DIVISION**

27.3 Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I)
(contaminants listed Table 1, 40 CFR section 261.24)

Parameter	Detection	Units	Unit Price
Metals	Method Low	mg/L	\$
Pesticides	Method Low	µg/L	\$
Herbicides	Method Low	µg/L	\$
Volatile Organics	Method Low	µg/L	\$
Semi -Volatile Organics	Method Low	µg/L	\$
- Total -			\$

27.4 Table C - Sludge Pathogens

Parameter	Detection	Units	Unit Price
Fecal Coliforms	1,000	MPN	\$

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.

**CITY OF LAREDO
PURCHASING DIVISION**

27.5 Table D - Soil

Parameter	Method	Units	Unit Price
Cationic Exchange Capacity	EPA SW-846 9080/9081	meq/100g	\$
Arsenic, Total	EPA SW-846 3050	mg/Kg	\$
Cadmium, Total	EPA SW-846 3050	mg/Kg	\$
Chromium, Total	EPA SW-846 3050	mg/Kg	\$
Copper, Total	EPA SW-846 3050	mg/Kg	\$
Lead, Total	EPA SW-846 3050	mg/Kg	\$
Nickel, Total	EPA SW-846 3050	mg/Kg	\$
Silver, Total	EPA SW-846 3050	mg/Kg	\$
Zinc, Total	EPA SW-846 3050	mg/Kg	\$
Mercury	EPA SW-846 7471	mg/Kg	\$
Phosphorus	EPA SW-846 6010	mg/Kg	\$
Potassium	EPA SW-846 6010	mg/Kg	\$
pH	EPA SW-846 9040	s.u.	\$
Total Volatife Solids	EPA 160.4	%	\$
Total Solids	EPA 160.3	%	\$
Ammonia Nitrogen	SM 4500	Mg/Kg	\$
Nitrate Nitrogen	EPA 300.0	Mg/Kg	\$
Total Nitrogen Kjeldahl (TKN)	EPA 351.3	Mg/Kg	\$
Total PCB's	EPA SW-846	Mg/Kg	\$
Extraction, Extract Clean Up, Determination 3540 / 3550; 3620 / 3640 / 3650; 8080			\$
		- Total -	\$

**CITY OF LAREDO
PURCHASING DIVISION**

27.6 Table E - W.W. Groundwater Group A

Parameter	Detection	Units	Method	Unit Price
Fecal Coliforms		CFU/100 ml		\$
Total Alkalinity	1	mg/L CaCO ₃	SM 2320 B	\$
Conductivity	1	µmho/cm	EPA 120.1	\$
pH	0.1	S. U.	EPA150.1	\$
Total Dissolved Solids	10	mg/L	EPA 160.1	\$
Sulfate (SO ₄)	2	mg/L	EPA 300.0	\$
Chloride (Cl)	0.5	mg/L	EPA 300.0	\$
Phosphorus	0.1	mg/L	SM 4500-P	\$
Total Nitrogen Kjeldahl (TKN)	0.1	mg/L	EPA 351.3	\$
Ammonia Nitrogen (NH ₃ -N)	0.1	mg/L	EPA 350.3	\$
Nitrate Nitrogen (NO ₃ -N)	0.1	mg/L	EPA 300.0	\$
Total Organic Carbon	1	mg/L	SM 5310 - C	\$

27.7 Table F —WW Groundwater Group B

Parameter	Detection	Method	Units	Unit Price
Cadmium	0.05	EPA SW-846 3610	mg/L	\$
Copper	0.05	EPA SW-846 6010	mg/L	\$
Lead	0.05	EPA SW-846 6010	mg/L	\$
Nickel	0.05	EPA SW-846 6010	mg/L	\$
Potassium	0.05	EPA SW-846 6010	mg/L	\$
Zinc	0.05	EPA SW-846 6010	mg/L	\$
COD	40	Hach HB 6010	mg/L	\$
Phenolics	0.005	EPA 420.1	mg/L	\$
TOX	0.15	EPA SW-846 9020	mg/L	\$
Total PCB's		EPA SW-846	mg/L	\$
Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080				\$
- Total -				\$

**CITY OF LAREDO
PURCHASING DIVISION**

27.8 Table G – W. W. Metals

Parameter	Detection	Method	Units	Unit Price
Antimony, Total	0.06	Meets Detection Limit	mg/L	\$
Barium, Total	0.06	Meets Detection Limit	mg/L	\$
Lead, Total	0.06	Meets Detection Limit	mg/L	\$
Nickel, Total	0.06	Meets Detection Limit	mg/L	\$
Silicon, Total	0.5	Meets Detection Limit	mg/L	\$
Chromium, Total	5	Meets Detection Limit	mg/L	\$
Copper, Total	5	Meets Detection Limit	mg/L	\$
Mercury, Total	0.002	Meets Detection Limit	mg/L	\$
Arsenic, Total	1	Meets Detection Limit	mg/L	\$
Cadmium, Total	1	Meets Detection Limit	mg/L	\$
Silver, Total	1	Meets Detection Limit	mg/L	\$
			- Total -	\$

27.9 Table H – Root Zone Nutrients

Parameter	Detection	Units	Method	Unit Price
pH	0.1	S.U.	EPA SW-846 9045	\$
Potassium	100	mg/kg	EPA SW-846 9045	\$
Phosphorus	5	mg/kg	EPA SW-846 9045	\$
Total Nitrogen	100	mg/kg	EPA SW-846 9045	\$
Conductivity	1	µmho/cm	EPA SW-846 9045	\$
Nitrogen, Nitrate Total (as N)	0.1	mg/K	4500-NO3-E	\$
Nitrogen, Kjeldahl Total (as N)	0.1	mg/K	4500-NH3-F	\$
			- Total -	\$

**CITY OF LAREDO
PURCHASING DIVISION**

27.10 Table I W. W. Priority Pollutants

Parameter	Detection	Method	Units	Unit Price
Aluminum, Total	20.0	EPA 200.7	µg/L	\$
Antimony, Total	1.6	EPA 200.7	µg/L	\$
Arsenic, Total	1.0	EPA 200.7	µg/L	\$
Barium, Total	1.0	EPA 200.7	µg/L	\$
Beryllium, Total	1.0	EPA 200.7	µg/L	\$
Cadmium, Total	1.0	EPA 200.7	µg/L	\$
Chromium, Total	1.0	EPA 200.7	µg/L	\$
Hex Chromium	1.0	EPA 218.4	µg/L	\$
Copper, Total	5.0	EPA 200.7	µg/L	\$
Cyanide, Total	0.020	EPA 335.2	µg/L	\$
Lead, Total	1.0	EPA 200.7	µg/L	\$
Manganese, Total	20.0	EPA 200.7	µg/L	\$
Mercury, Total	0.002	EPA 245.1	µg/L	\$
Molybdenum, Total	5.0	EPA 245.1	µg/L	\$
Nickel, Total	5.0	EPA 200.7	µg/L	\$
Phenol, Total Recoverable	3.0	EPA 420.1	µg/L	\$
Selenium, Total	2.0	EPA 200.7	µg/L	\$
Silver, Total	1.0	EPA 200.7	µg/L	\$
Thallium, Total	1.0	EPA 200.7	µg/L	\$
Zinc, Total	10.0	EPA 200.7	µg/L	\$
Acid Digestion, Total Metals		EPA 200.7	µg/L	\$
Concentrate ICAP Sx 2x Prior to Analysis		EPA 200.7	µg/L	\$
Extraction Chlorides Pesticides / PCBs		EPA 608	µg/L	\$
Continuous Liquid – Liquid Extraction				
Extraction Semi-volatile Compounds		EPA 625	µg/L	\$
Continuous Liquid – Liquid Extraction				

Parameter	Method	Detection	Units	Unit Price
Pesticides / PCBs (25 Organochlorine)	EPA 608	0.01	µg/L	\$
Semi-volatile Organics (56)	EPA 625	0.50	µg/L	\$
Semi-volatile Organics-Non Standard List	EPA 625	0.50	µg/L	\$
1,2-Diphenylhydrazine as Azobenzene	Modified			
Volatile Organics (27)	EPA 624	2.0	µg/L	\$
Volatile Organics – Non Standard List (2)	EPA 624 Modified	5.0	µg/L	\$
- Total -				\$

**CITY OF LAREDO
PURCHASING DIVISION**

27.11 Table J – W. T. Metals Group A

Parameter	Detection	Units	Method	Unit Price
Arsenic, Total	1	µg/L	Meets Detection Limit	\$
Barium, Total	0.06	mg/L	Meets Detection Limit	\$
Cadmium, Total	1	µg/L	Meets Detection Limit	\$
Chromium, Total	5	µg/L	Meets Detection Limit	\$
Copper, Total	5	µg/L	Meets Detection Limit	\$
Iron, Total	0.05	mg/L	Meets Detection Limit	\$
- Total -				\$

27.12 Table K – W. T. Metals Group B

Parameter	Detection	Units	Method	Unit Price
Lead, Total	0.06	mg/L	Meets Detection Limit	\$
Manganese, Total	0.05	mg/L	Meets Detection Limit	\$
Mercury, Total	0.002	mg/L	Meets Detection Limit	\$
Selenium, Total	0.05	mg/L	Meets Detection Limit	\$
Silver, Total	1	µg/L	Meets Detection Limit	\$
Zinc, Total	0.05	mg/L	Meets Detection Limit	\$
- Total -				\$

27.13 Table L – W. T. Pesticides / Herbicides

Parameter	Method	Unit Price
Herbicides (Method Full List)	SW – 846 8150	\$
Pesticides (Method Full List)	EPA 608	\$
- Total -		\$

**CITY OF LAREDO
PURCHASING DIVISION**

27.14 Table M – W. T. TTHM

Parameter	Detection	Units	Method	Unit Price
Bromoform	1.0	µg/L	EPA 624	\$
Chloroform	1.0	µg/L	EPA 624	\$
Bromodichloromethane	1.0	µg/L	EPA 624	\$
Dibromochloromethane	1.0	µg/L	EPA 624	\$
Total Trihalomethanes	1.0	µg/L	EPA 624	\$
- Total -				\$

27.15 Table N – W. T. HAA - 5

Parameter	Detection	Units	Method	Unit Price
Chloroacetic acid	1.0	µg/L	SM 6233	\$
Dichloroacetic acid	1.0	µg/L	SM 6233	\$
Trichloroacetic acid	1.0	µg/L	SM 6233	\$
Bromoacetic acid	1.0	µg/L	SM 6233	\$
Dibromoacetic acid	1.0	µg/L	SM 6233	\$
Total regulated Haloacetic acids	1.0	µg/L	SM 6233	\$
Bromochloroacetic acid	1.0	µg/L	SM 6233	\$
- Total -				\$

27.16 Table O – W. T. TOC

Parameter	Detection	Units	Method	Unit Price
Total Organic Carbon	0.1	mg/L	SM 9222 D	\$
- Total -				\$

**CITY OF LAREDO
PURCHASING DIVISION**

27.17 Table OO- W. T. Distribution- Lead & Copper

Parameter	Detection	Units	Method	Unit Price
Lead, Total	0.00100	mg/L	E200.8,ICP-MS	\$
Copper, Total	0.00100	mg/L	E200.8,ICP-MS	\$
- Total -				\$

27.18 Table OOO- W.T. SUVA

Parameter	Detection	Units	Method	Unit Price
Specific Ultraviolet Absorption (SUVA)	0.01	L/mg-M	Calculation of results from: SM 5910B (UV254) SM5310D (DOC)	\$

27.19 Table P - W. T. Radionuclides

Parameter	Detection	Units	Method	Unit Price
Radionuclides, Gross α	1.0	pCi/L	SM 7110	\$
Radionuclides, Gross β	1.0	pCi/L	SM 7110	\$
Radionuclides, Total	1.0	pCi/L	SM 7110	\$
- Total -				\$

27.20 Table Q - W. W. Permit & Process Control

Parameter	Detection	Units	Method	Unit Price
**B.O.D. - 5	1.0	mg/L	SM 5210 B	\$
C.B.O.D. - 5	1.0	mg/L	SM 5210 A	\$
***Total Suspended Solids	1.0	mg/L	SM 2540 D	\$
Volatile Suspended Solids	1.0	mg/L	SM 2540 E	\$
****Ammonia as Nitrogen	0.01	mg/L	SM 4500 NH3	\$
Fecal coliform	1.0	Cfu/100 ml	SM 9222	\$
Chemical Oxygen demand	5.0	mg/L	SM 5220 D	\$
- Total -				\$

**CITY OF LAREDO
PURCHASING DIVISION**

** BOD5 ANALYSIS PER YEAR 1,820 (some WWTP permits require daily sampling for BOD5)

***TSS ANALYSIS PER YEAR 2,030

**** Ammonia as Nitrogen analysis per year 200

27.20 Table R – W. T. Ion Analysis

Parameter	Detection	Units	Method	Unit Price
Fluoride	Method Low	mg/L	EPA 300.0	\$
Bromide	Method Low	mg/L	EPA 300.0	\$
Nitrite	Method Low	mg/L	EPA 300.0	\$
Nitrate	Method Low	mg/L	EPA 300.0	\$
Ortho-Phosphate	Method Low	mg/L	EPA 300.0	\$
Sulfate	Method Low	mg/L	EPA 300.0	\$
Chloride	Method Low	mg/L	EPA 300.0	\$
Sodium	Method Low	mg/L	EPA 300.7	\$
Potassium	Method Low	mg/L	EPA 300.7	\$
Magnesium	Method Low	mg/L	EPA 300.7	\$
Ammonium	Method Low	mg/L	EPA 300.7	\$
Calcium	Method Low	mg/L	EPA 300.7	\$
- Total -				\$

27.21 Table S – Microbiology

Parameter	Method	Unit Price
Total Coliforms	SM 9222 B	\$
Fecal Coliforms	SM 9222 D	\$
Chromogenic Substrate Total Coliforms	SM 9223 B (Colilert)	\$
Fluorogenic Substrate Fecal Coliforms (E. coli)	SM 9223 B (Colilert)	\$
- Total-		\$

**CITY OF LAREDO
PURCHASING DIVISION**

27.22 Table T – Industrial Pretreatment

Parameter	Method	Unit Price
Fats, Oils & Grease (FOG)	SM 9222 B	\$
TOC (Total Organic Carbon)	SM 9222 D	\$
TOX (Total Organic Halides)	SM 9223 B	\$
B-TEX	EPA 602	\$
TPH (Total Petroleum Hydrocarbons)	SM 9223 B	\$
Cyanide	EPA 335.2	\$
Phenols	EPA 420.1	\$
- Total -		\$

27.23 Table U – Storm Water Multi-sector General Permit

Parameter	Detection	Units	Method	Unit Price
Arsenic	0.05	mg/L	EPA SW-846 6010	\$
Barium	0.05	mg/L	EPA SW-846 6010	\$
Cadmium	0.05	mg/L	EPA SW-846 6010	\$
Chromium	0.05	mg/L	EPA SW-846 6010	\$
Copper	0.05	mg/L	EPA SW-846 6010	\$
Lead	0.05	mg/L	EPA SW-846 6010	\$
Manganese	0.05	mg/L	EPA SW-846 6010	\$
Mercury	0.002	mg/L	EPA SW-846 6010	\$
Nickel	0.05	mg/L	EPA SW-846 6010	\$
Selenium	0.05	mg/L	EPA SW-846 6010	\$
Silver	0.05	mg/L	EPA SW-846 6010	\$
Zinc	0.05	mg/L	EPA SW-846 6010	\$
- Total -				\$

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 956-790-1825

CITY OF LAREDO
PURCHASING DIVISION

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 _____

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

CITY OF LAREDO
PURCHASING DIVISION

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 _____
(a Partner or officer of the firm of, etc.)

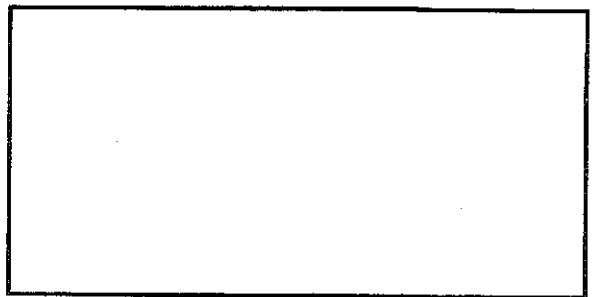
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, 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:



30.0 Tab D – 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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

[HB 1295](#)

[Certificate of Interested Parties \(Form 1295\)](#)

New Chapter 46, Ethics Commission Rules:

[46.1. Application](#)

[46.3. Definitions](#)

[46.5. Disclosure of Interested Parties Form](#)

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 – 4 and 6 if there are interested parties
Complete Nos. 1,2,3,5, and 6 if there are no interested parties.

OFFICE USE ONLY

1. Name of business entity filing form, and the city, state, and country of the business entity's place of business.

2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3. Provide the identification number used by the governmental entity or state agency to track or identify the contract and provide a description of the goods or services to be provided under the contract.

4. Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5. Check only if there is NO Interested Party.

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

Signature of Authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

31.0 Tab E – Discretionary Contracts Disclosure



City of Laredo Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 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(s): _____

b) Originating Department(s): _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

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

List of subcontractors: _____

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

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

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

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

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

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity 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 contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

***Acknowledgements**

Updates Required

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

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for 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.

***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 acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)	Signature	Title
Company or DBA		Date

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

If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

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 July 30, 2018~~, and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 31, 2018.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Analytical Lab Services
FY18-081**

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
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Required Submittals:

- 1. Bidder information sheet**
- 2. Signed Bid Price Schedule & Safety Plan of Service**
- 3. Conflict of Interest Disclosure**
- 4. Non-Collusive Affidavit**
- 5. Discretionary Contract Disclosure**
- 6. Certificate of Interested Parties (Must be Notarized)**
- 7. Please submit one original signature bid document and two copies**

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Michael F. Rodgers - Acting Utilities Director

SUBJECT

Authorizing the City Manager to ratify a contract utilizing the U.S. Community Program, a national Purchasing Cooperative Program, pricing Contract # EV2370 to Graybar Electric for the El Pico Water Treatment Plant Service Conductor Replacement Project in the amount of \$535,161.10. Contract was awarded to take corrective action and preventive measures to keep plant operational. Funding is available in the Utilities Department Water Construction Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The existing electrical conductors from the main to various equipment were spliced. When moisture infiltrated the splice locations it caused short circuiting of the conductors. This caused an unplanned shutdown of the treatment plant and unreliable services / inconvenience to customers. This project is to replace all the spliced conductors to eliminate the problems.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Approval of motion

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	Y
Source of Funds:	Water Construction Account
Account #:	557-4150-538-0353

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the Water Construction Fund Account # 557-4150-538-0353.

Attachments

U.S. Communities Program
Bid Schedule

Serving State & Local Government, Education, Special Districts, and Non-Profits

Graybar is the awarded supplier of these materials and solutions through the U.S. Communities Program, a national purchasing cooperative that reduces the cost of goods and services by utilizing the pooled power of public agencies nationwide.

CONTRACT # EV2370

Electrical, Lighting, Data/Communication, Networking,
Wireless, Security and Related MRO Supplies.
Service Solutions to Support Products

Why U.S. Communities through Graybar?

As a leading distributor of electrical, lighting, data/communications, networking, security and related MRO products, Graybar helps its customers power, network and secure their facilities with speed, intelligence and efficiency. With 290 locations across North America, Graybar is a local distributor backed by the strength of a FORTUNE 500 company with more than 148 years of experience. We believe that no other company in our industry can match our experience, stability or our reputation. Graybar's success is driven by the success of our agency customers and manufacturers. Our goal is simple. We listen to what you need, we connect you to the right solution and then we deliver on our word. It's how Graybar works to your advantage.

Satisfies Competitive Bid Process

The Graybar-U.S. Communities contracts were solicited and awarded to meet the "Joint Powers Authority" or "Cooperative Procurement Authority" via a competitive solicitation bid by a lead public agency, City of Kansas City, MO. These contracts satisfy the competitive solicitation requirement of public agencies in nearly every state. Participating public agencies invest less time and money in the procurement process, leveraging the aggregate volume of other state, local government and educational agencies nationwide.

Eligible Agencies

- State Agencies, Counties, Cities, Towns and Villages
- Specials Districts: Water, MUD's, Transportation, Airports
- Public and Private Higher Education
 - » Colleges, Universities, Technical Schools
- Public and Private K-12
 - » School Districts, Charter Schools and Other
- Non-Profits: Churches, Education, Healthcare and Other

1-800-GRAYBAR ▪ uscommunities@graybar.com
uscommunities.org ▪ graybar.com/uscommunities
omniapartners.com/publicsector

No Cost to Participate

There are no costs or spend limits to participate in the U.S. Communities program. Simply register online at uscommunities.org. Registration does not obligate you to purchase through the program, but it does introduce you to a wide range of products and services at outstanding prices.

Value Added Services

A complete and comprehensive offering of value added services to support the products included in our contract. Services may include, but not limited to: assessment, repair, renovation, installation, testing, inventory, emergency, recovery, training and other related services that may be offered through Graybar.

eCommerce – Inventory Management

Connect with Graybar through Graybar.com, private marketplaces or punch out. Graybar supports our customer's eProcurement initiatives by interfacing with a variety of ERP systems, software providers and marketplaces. We make it easy for customers to find products, place orders, check on transactions and much more – 24/7.

Imagine an inventory management system so accurate and reliable, it frees up more of your time to do what matters most. Graybar SmartStock® is the latest way we help customers be more efficient and productive.

Customer Focus

Graybar has developed an unmatched selection of value added services and solutions to support the products we distribute daily. We are committed to satisfying our customers through delivery of consistent, reliable and quality service.

Graybar Financial Services

Graybar Financial Services® (GFS) provides states, local governments and educational institutions financing for products covered in our contracts including volume purchases or projects including material and installation. Call 800-241-7408 or visit graybar.com/gfs for a low monthly quote.

Graybar U.S. Communities Program Managers

Rob Rhoads, East ▪ (202) 445-8992 ▪ robert.rhoads@graybar.com

Jeff Peskuski, Central ▪ (630) 640-4905 ▪ jeff.peskuski@graybar.com

Adam Sass, West ▪ (925) 216-2858 ▪ adam.sass@graybar.com

Contracts: Products and Services

Electrical and MRO



Power Distribution



Motor and Power Control



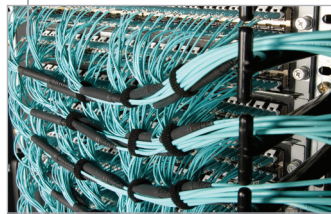
Plant, Industrial and Utility Products



Voice and Data Communication



Fiber and Copper Cable and Connectivity



Wireless and Mobile Communication



Metering, Tools and Testing



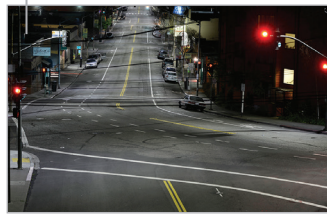
Lamps and Lighting Products



LED Indoor/Outdoor Lighting



LED Roadway and Parking Lighting



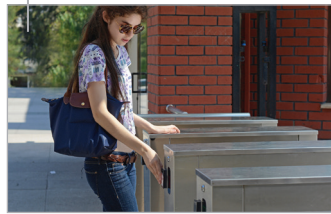
Energy Management and Lighting Controls



Security Products



Entrance Protection



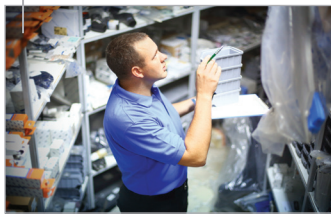
Paging and Notification



Safety



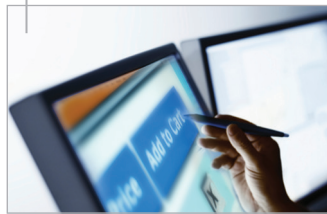
Inventory and Stores Solutions



Lighting and Power Services/ROI



eBusiness



Recycling Services



**EL PICO WTP
SERVICE CONDUCTOR REPLACEMENT PROJECT
BID SCHEDULE**

Item No.	Bid Item	Cable Size	Conductors/Run	Length of Run	Units	Unit Cost	Qty.	Total Cost	Price per foot of wire
Base Bid									
4	Transformer A - Furnish and Deliver precut on Wire spools as directed by Contractor, of wire to jobsite on separate spools of XHHW copper conductor.	600MCM	4	410'	ea.	\$ 13,218.40	8	\$ 105,747.20	\$ 8.06
5	Transformer B - Furnish and Deliver precut on Wire spools as directed by Contractor, of wire to jobsite on separate spools of XHHW copper conductor.	600MCM	4	375'	ea.	\$ 12,090.00	8	\$ 96,720.00	\$ 8.06
6	Generator - Furnish and Deliver precut on Wire spools as directed by Contractor, of wire to jobsite on separate spools of XHHW copper conductor.	600MCM	4	504'	ea.	\$ 16,248.96	12	\$ 194,987.52	\$ 8.06
		500 MCM	1		ea.	\$ 3,522.96	12	\$ 42,275.52	\$ 6.99
7	MCC 2 - Furnish and Deliver precut on Wire spools as directed by Contractor, of wire to jobsite on separate spools of XHHW copper conductor.	400MCM	4	566'	ea.	\$ 12,723.68	3	\$ 38,171.04	\$ 5.62
		1/0	1	566'	ea.	\$ 1,024.46	3	\$ 3,073.38	\$ 1.81
8	MCC 3 - Furnish and Deliver precut on Wire spools as directed by Contractor, of wire to jobsite on Separate spools of XHHW copper conductor.	350MCM	4	790	ea.	\$ 15,800.00	2	\$ 31,600.00	\$ 5.00
		1/0	1	790	ea.	\$ 1,429.90	2	\$ 2,859.80	\$ 1.81
9	Administration - Furnish and Deliver precut on Wire spools as directed by Contractor, of wire to jobsite on Separate spools of XHHW copper conductor.	250MCM	4	604	ea.	\$ 8,770.08	2	\$ 17,540.16	\$ 3.63
		1/0	1	604	ea.	\$ 1,093.24	2	\$ 2,186.48	\$ 1.81
Base Bid Total								\$535,161.10	

TOTAL BASE AMOUNT OF BID \$535,161.10 with Copper Trading @2.59lb. _____

Five hundred thirty five thousand one hundred and sixty one dollars and ten cents

(written in words)

CONTRACTOR REPRESENTATIVE

NAME (PRINT): Mike Miller, Graybar Electric U.S. Communities Contract # EV2370 (Attached)

SIGN: _____

DATE: June 17, 2020

Special Note: Wire unit value includes the cost of the wire, pulling heads on each end of each conductor, reels and transportation to and from the job site.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Michael F. Rodgers, Acting Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize the purchase of three (3) Ford F150's Extended Cab from Silsbee Ford, Silsbee, Texas in the amount of \$83,011.50 through the GoodBuy Cooperative Purchasing Program's contract pricing. These trucks are replacement for units 13547, 13465, and 14327 which have all reached their useful life. Funding is available in the Water and Sewer 2018 PFCO.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the GoodBuy Cooperative Purchasing Program.

BACKGROUND

These trucks will be purchased from Silsbee Ford utilizing the GoodBuy's cooperative purchasing program contract pricing. The estimated delivery time is between ninety (90) and one hundred twenty (120) days after receipt of order.

Description	Quantity	Unit Price	Ext. Total	Division
2020 Ford F150 Ext. Cab Truck	2	\$ 27,570.50	\$ 55,141.00	Water Distribution
2020 Ford F150 Ext. Cab Truck	1	\$ 27,570.50	\$ 27,570.50	WW Collection
GoodBuy Administrative Fee	1	\$ 300.00	\$ 300.00	
GoodBuy Contract # 20-8F000		Total	\$ 83,011.50	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the following 2018 PFFCO Capital Outlay line items:

Division	Account#
Water Distribution	557-4175-535-9004
WW Collection	559-4275-535-9004

Attachments

GoodBuy Silsbee Contract 20-8F000



Per Truck

PRODUCT PRICING SUMMARY
GOODBUY 20- 8F000 VEHICLES
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO Prepared by: GLEN ANGELLE
 Contact: RON MILLER Phone: 409-880-9191
 Email: _____ Email: gangelles.cowboyfleet@gmail.com
 Product Description: 2020 FORD F-150 EXT. CAB Date: June 8, 2020

A. Bid Item: _____ A. Base Price: \$ 22,680.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	EXT CAB SHORT	\$ -			
	POWER WINDOWS / LOCKS	\$ 1,170.00		REPLACE 2501	
	TRAILER TOW	\$ 595.00			
	CRUISE	\$ 225.00			
	3.3L V6				
	AIR				
	40/20/40 VINYL SEATS				
	SHORT BED				
	AM/FM/RADIO				

Total of B. Published Options: \$ 1,990.00

Published Option Discount (5%) \$ (99.50)

C. Additional Options [not to exceed 25%]

\$= 8.1 %

Options	Bid Price	Options	Bid Price
2021 PRICE ADJUSTMENT	\$ 2,000.00		\$ -

Total of C. Unpublished Options: \$ 2,000.00

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: _____ \$ -
- G. Additional Delivery Charge: 400 miles \$ 700.00
- H. Subtotal: \$ 27,270.50
- I. Quantity Ordered 1 x K = \$ 27,270.50
- J. Trade in: _____ \$ -
- K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00
- L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 27,570.50

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Michael F. Rodgers - Acting Utilities Director

SUBJECT

Authorizing the City Manager to approve Change Order #1 for a credit of \$100.00 resulting in a new total contract sum of \$566,475.00. Final acceptance the project as complete, authorize final payment of \$4,166.68, release of retainage amounting to \$28,115.42, for a total final payment of \$32,282.10 for ALC Construction, Co. Inc., Laredo, Texas for the Utilities Department Materials Storage Canopy Improvements Project. The contract time increased from 90 to 135 working days. Funding is available in the 2017 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION

City Council on August 5, 2019 approved the award of the construction contract to ALC Construction, Co. Inc., Laredo, Texas in the amount of \$566,575.00 for the Utilities Department materials Storage Canopy Improvements Project with contract time of 90 working days.

BACKGROUND

This change order is to account for the unused allowance available in the contract. The final contract value is \$566,475.00.

	Amount (\$)	Contract Time (Working Days)
Original Contract	\$566,575.00	90
Change Order #1	(\$100.00)	45
Total.....	\$566,475.00	135

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

To approve Motion

Fiscal Impact

Fiscal Year:

2020

Budgeted Y/N?: Y
Source of Funds: 2017 Sewer Revenue Bond
Account #: 559-4298-538-0431
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the 2017 Sewer Revenue Bond Account # 559-4298-538-0431. Project ID #: SW1802

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Retainage Payable Account
Account #: 559-0000-206-0100
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the Retainage Payable Account # 559-0000-206-0100.
Project ID #: SW1802

Attachments

Change Order #1
Final Pay App and Release of Retainage

City of Laredo

Change Order No. 1
Date: June 18, 2020

Project: Utilities Department Materials Storage Canopy Improvements

Contractor: ALC Construction, Inc.
3706 Flores Ave.
Laredo, TX 78041

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

DECREASE IN CONTRACT DOCUMENT

Item No.	DESCRIPTION	QTY	UNIT PRICE	DECREASE IN CONTRACT PRICE	COMMENTS
1	Proposal # 4001 dated 6-16-2020 - Additional chain link improvements and concrete footings	1	L.S.	\$4,266.69	See detail proposal attached to this document.
1	Credit balance due from contingency and dedicated allowances for per plans, specifications and CAEA No. 1 dated 1/20/2020 (math correction)	1	L.S.	\$ (4,366.69)	Credit due owner for unused project allowances.

Subtotal: (\$100.00)

Original Contract: \$ 566,575.00
Change Order No 1 \$ (100.00)

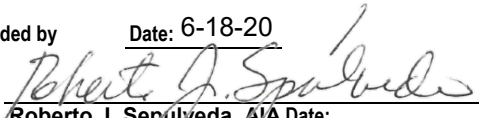
Original Contract Time: 90 working Days
Contract time including Previous Change Order: 45 working Days

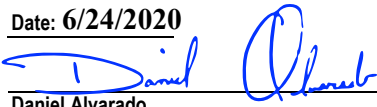
Total: \$ 566,475.00

Contract time for this change Orders: 0 working Days
Current contract time including this Change order: 135 working Days

Final Contract Amt: \$ 566,475.00

Justification: Additional chain link fencing requested by Owner and credit due to the Owner from Contingency Allowance.

Recommended by Date: 6-18-20

Roberto J. Sepulveda, AIA Date:
Summit Building & Design

Accepted by: Date: 6/24/2020

Daniel Alvarado
ALC Construction, Inc.

Approved by: Date:

Michael F. Rodgers, P.E.
Acting Utilities Director

Approved by: Date:

Robert A Eads
City Manager

Attest by: Date:

Jose A. Valdez, Jr.
City Secretary

Approved as to Form: Date:

Kristina Laurel Hale
Acting City Attorney/Assistant City Manager

See attachment for supporting documentation.

Proposal

Proposal From:

ALC CONSTRUCTION, INC
 3706 Flores
 Laredo, Texas, 78041
 E MAIL alc_construction@hotmail.com
 Phone: 956-237-2369



Proposal

Proposal #: 4001
Date: 6/16/2020

Proposal To:

CITY OF LAREDO
 City of Laredo Utilities Dpt,
 5816 Daugharty Av
 LAREDO, TX 78046

Project Name & Location

City of Laredo Utilities
 Material Storage Canopy Improvements (2019-R-105 Item No. B)
 5816 Daugharty Av
 LAREDO, TX 78046

Item No.	Item Description	Estimated Quantity	Item Unit	Unit Price	Item Cost
Proposal					
ITEM	Chain Link Fence - GC Requested Extras	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Supply labor & materials for Erection of 32' lineal feet of 6' high chain link fence. Fabrication & installation of 1-3' walk gate.	1	LS	\$1,266.69	\$1,266.69
2	Reinforced Concrete sliding gate footing	1	LS	\$3,000.00	\$3,000.00
				TOTAL	\$4,266.69

I HEREBY PROPOSE TO FURNISH MATERIAL & LABOR ONLY, TO COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATION.
 PAYMENTS SHOULD BE MADE AS FOLLOW: ONE FINAL PAYMENTS WHEN JOB IS COMPLETE AND ACCEPTED BY THE OWNER.
 ALL MATERIAL IS UNDER WARRANTY FOR TWELVE MONTHS. ALL WORK TO BE COMPLETE IN WORKMANLIKE MANNER
 ACCORDING TO STANDARD PRACTICE. ANY ALTERATION OF QUANTATIES OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING
 EXTRA COST WILL BE EXECUTED, ONLY UPON WRITTEN ORDER, AND WILL BECOME AN EXTRA CHARGE OVER STATED ESTIMATE.

CITY OF LAREDO
CONTRACTOR'S APPLICATION FOR PAYMENT
PROJECT: CITY OF LAREDO UTILITIES MATERIAL STORAGE CANOPY IMPROVEMENT 2019
ESTIMATE No. #9 Final **PO.#320412**
APPLICATION DATE: 6/25/2020
PERIOD FROM: 4/27/2020
PERIOD TO: 6/18/2020

ORIGINAL CONTRACT:	\$566,575.00	TOTAL WORK TO DATE:	\$ 566,475.00
CHANGE ORDERS:	\$ (100.00)	MATERIALS ON HAND:	\$ 0
TOTAL TO DATE:	\$ 566,475.00	5% RETAINAGE:	\$ 0.00
% COMPLETE:	100%	PREVIOUS PAYMENTS:	\$ 534,192.89
		AMOUNT DUE:	\$ 32,282.11

CERTIFICATE OF CONTRACTOR:

I certify that all items and amounts shown on this request for partial payment are correct and that all work has been performed and/or materials supplied in full in accordance with the requirements on the contract documents.

(CONTRACTOR) **ALC CONSTRUCTION CO, INC.**



By: *Daniel Alvarado*
Signature

Daniel Alvarado 06/25/2020
Print Name Date

CERTIFICATE OF FIELD REPRESENTATIVE:

I have checked this request for partial payment against the notes and reports of my inspections of the project and in my opinion the statement of work performed and/or material supplied is accurate and that the contractor is observing the requirements of the contract documents.

(INSPECTOR)

By: *Saul Cardona* 6/25/20
Signature Date

Saul Cardona
Print Name

CERTIFICATE OF ARCHITECT:

I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work performed and/or material supplied by the contractor and that same has been performed and/or supplied in full accordance with the requirements of the contract documents.

(CONSULTANT)

By: _____
Signature Date

Print Name

RECOMMENDED FOR PAYMENT:

DATE

VERIFIED FOR PAYMENT:

Project Manager

DATE

SCHEDULE OF VALUES
 PROJECT NAME: City of Laredo Utilities Material Storage Canopy Improvements (2019-R-105 Item No
ALC Construction Co., Inc.

TOTAL WORK TO DATE: **566,475.00**
 MATERIAL ON HAND: 0.00
 5% RETAINAGE: 28,323.75
 PREVIOUS PAYMENT: 534,192.89
 NET AMOUNT DUE: 3,958.36

ESTIMATE NUMBER: 9 FINAL
 APPLICATION DATE: 06/25/20
 PERIOD FROM: 04/27/20
 PERIOD TO: 06/18/20 **PO#320412**

Net-Amount Due+5% Retainage
\$ 32,282.11

ITEM NO.	DESCRIPTION OF WORK	C	E		F	G	H		I	J	K	L	M	N	O	Retainage %		
			QUANTITY	UNIT PRICE			AMOUNT	PREVIOUS QUANTITY									APPLICATION AMOUNT	THIS APPLICATION STOP QUANTITY
A	General Requirements	1	\$	3,500.00	LS	1	\$	3,500.00	0	0.00	0.00	1.00	\$	3,500.00	100%	\$	175.00	
1	Mobilization	1	\$	15,000.00	LS	1	\$	15,000.00	0	0.00	0.00	1.00	\$	15,000.00	100%	\$	750.00	
2	Bonding, Insurance & Permits	1	\$	18,500.00				18,500.00					\$	18,500.00	100%	\$	925.00	
Sub-Total																		
B	REMOVE AND DISCARD ALL EXISTING ASPHALT PAVEMENT IN PREPARATION OF NEW BUILDING PAD																	
3	Remove/Dispose Existing Asphalt	1	\$	30,000.00	LS	1	\$	30,000.00	0	0.00	0.00	1.00	\$	30,000.00	100%	\$	1,500.00	
4	Subgrade Preparation	1	\$	23,500.00	LS	1	\$	23,500.00	0	0.00	0.00	1.00	\$	23,500.00	100%	\$	1,175.00	
5	New Concrete Foundation	1	\$	124,000.00	LS	1	\$	124,000.00	0	0.00	0.00	1.00	\$	124,000.00	100%	\$	6,200.00	
6	Concrete-Sidewalk Landings Driveways	1	\$	38,000.00	LS	1	\$	38,000.00	0	0.00	0.00	1.00	\$	38,000.00	100%	\$	1,900.00	
7	Concrete Ramps/Steps	1	\$	20,500.00	LS	1	\$	20,500.00	0	0.00	0.00	1.00	\$	20,500.00	100%	\$	1,025.00	
Sub-Total								236,000.00						\$	236,000.00		\$	11,800.00
C	Grate Inlet and Channel																	
8	Trench and Grate Inlet	1	\$	25,000.00	LS	1	\$	25,000.00	0	0.00	0.00	1.00	\$	25,000.00	100%	\$	1,250.00	
Sub-Total								25,000.00						\$	25,000.00		\$	1,250.00
D	CHAIN LINK FENCING																	
9	Remove/Dispose Existing Fence	1	\$	5,000.00	LS	1	\$	5,000.00	0	0.00	0.00	1.00	\$	5,000.00	100%	\$	250.00	
Perimeter chainlink- Item includes Remove & Dispose exist chainlink fence, installing New back yard fence, installing new fence around the Truck Weight Scale area, and set concrete slab to prevent water from entering the building.																		
10	Chain Link Fence/Around Structure	1	\$	49,000.00	LS	1	\$	49,000.00	0	0.00	0.00	1.00	\$	49,000.00	100%	\$	2,450.00	
Sub-Total								99,000.00						\$	99,000.00		\$	4,950.00
E	CMU/WALL AND SINK																	
12	CMU Wall/Sink and accessories	1	\$	12,000.00	LS	1	\$	12,000.00	0	0.00	0.00	1.00	\$	12,000.00	100%	\$	600.00	
Sub-Total								12,000.00						\$	12,000.00		\$	600.00
F	6" DIA. STL. ROLLARD																	
13	6" DIA. STL. ROLLARD	1	\$	6,075.00	LS	1	\$	6,075.00	0	0.00	0.00	1.00	\$	6,075.00	100%	\$	303.75	
Sub-Total								6,075.00						\$	6,075.00		\$	303.75
G	ELECTRICAL																	
14	PVC SCHED 80 CONDUIT & J BOX	1	\$	10,000.00	LS	1	\$	10,000.00	0	0.00	0.00	1.00	\$	10,000.00	100%	\$	500.00	
Sub-Total								10,000.00						\$	10,000.00		\$	500.00
H	HANDRAIL 1 1/2"																	
15	Handrail 1 1/2"	1	\$	10,000.00	LS	1	\$	10,000.00	0	0.00	0.00	1.00	\$	10,000.00	100%	\$	500.00	
Sub-Total								10,000.00						\$	10,000.00		\$	500.00
I	NEW GUTTER/DOWNSPOUTS																	
16	New Gutter/Downspouts 4x4	1	\$	10,000.00	LS	1	\$	10,000.00	0	0.00	0.00	1.00	\$	10,000.00	100%	\$	500.00	
Sub-Total								10,000.00						\$	10,000.00		\$	500.00
Total w/o alternatives								\$	426,575.00					\$	426,575.00		\$	21,328.75
J	Betterment Allowance																	
17	Allowance#1	1	\$	100,000.00	AE		\$	100,000.00	0	0.00	0.00	0.00	\$	100,000.00	0%	\$	100,000.00	
18	Allowance#2	1	\$	15,000.00	AE		\$	15,000.00	0	0.00	0.00	0.00	\$	15,000.00	0%	\$	15,000.00	
19	Allowance#3	1	\$	25,000.00	AE		\$	25,000.00	0	0.00	0.00	0.00	\$	25,000.00	0%	\$	25,000.00	
Original Allowance contract:								\$	140,000.00					\$	140,000.00		\$	140,000.00

C/A/E/A/F/I		1	\$	2,100.00	LS	2,100.00	1	\$	2,100.00	0.00	\$	-	1.00	\$	2,100.00	100%	\$	-	\$	105.00	
1	Rem/Rep Existing damaged steel purlins at the materials storage pre-engineered metal building	1	\$	2,100.00	LS	2,100.00	1	\$	2,100.00	0.00	\$	-	1.00	\$	2,100.00	100%	\$	-	\$	105.00	
2	Rem. counter top and base and discard in water distribution room Ref: A3.0	1	\$	6,600.00	LS	6,600.00	1	\$	6,600.00	0.00	\$	-	1.00	\$	6,600.00	100%	\$	-	\$	330.00	
3	Rem/Disp. Sliding glass door, aluminum frame and counter top/base in Asset Management Rm. RE: A 0.3	1	\$	3,400.00	LS	3,400.00	1	\$	3,400.00	0.00	\$	-	1.00	\$	3,400.00	100%	\$	-	\$	170.00	
4	Provide H.M. new door and wall enclosure for HVAC system in warehouse Rm: A03	1	\$	5,200.00	LS	5,200.00	1	\$	5,200.00	0.00	\$	-	1.00	\$	5,200.00	100%	\$	-	\$	260.00	
5	New 8ft high CMU reinforced wall at west property line along Bartlett Ave. ref: A0. 4-49	1	\$	100,187.41	LS	100,187.41	1	\$	100,187.41	0.00	\$	-	1.00	\$	100,187.41	100%	\$	-	\$	5,009.37	
6	Door Hardware- Panic devices, locks, keying per So Central Hardware Quote 3336 dated 1/16/20	1	\$	3,600.00	LS	3,600.00	1	\$	3,600.00	0.00	\$	-	1.00	\$	3,600.00	100%	\$	-	\$	180.00	
7	Pallet Racks for Canopy from In. off Rack Express per Quote 8252329 dated 11-06-19	1	\$	14,645.90	LS	14,645.90	1	\$	14,645.90	0.00	\$	-	1.00	\$	14,645.90	100%	\$	-	\$	732.30	
8	Supply labor & materials for erection of 32' (lineal ft) of 6 high chain link fence, fabrication/installation of 1-3' walk gate, and construct reinforced concrete sliding gate footing.	1	\$	4,266.69	LS	4,266.69	0	\$	-	1.00	\$	4,266.69	1.00	\$	4,266.69	100%	\$	-	\$	213.33	
9	Reimbursement of allowance due to C/A/E/A correction	1	\$	(100.00)		(100.00)		\$	(100.00)		\$	(100.00)		\$	(100.00)		\$	(100.00)			
	TOTAL ALLOWANCES COST								139,900.00		\$	-			139,900.00	\$	1.00	\$	-	\$	6,995.00
	TOTAL PROJECT COST					\$			566,475.00		\$	4,166.69			566,475.00		\$	-	\$	28,323.75	

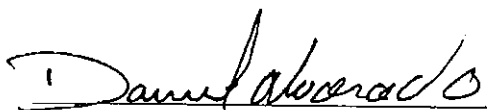
**AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AND RELEASE OF LIENS**

**TO: CITY OF LAREDO
WEBB COUNTY, TEXAS**

**PROJECT:
CITY OF LAREDO UTILITIES MATERIAL STORAGE
CANOPY IMPROVEMENT**

By this instrument the undersigned contractor engaged in the construction of the above project certifies that on this date, or anytime prior thereto, except listed below, contractor has paid in full or has otherwise satisfied all obligations for all materials and for all known indebtedness and claims against the project, its land, improvements and equipment of every kind.

The undersigned hereby certifies that he has received all payments currently due under his contract for work on the project above referred. Therefore, the undersigned does hereby waive and/or release any and all liens against the property, project and as of the 17th day of June 2020,

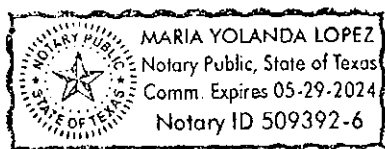

ALC Construction, co; Inc
Daniel Alvarado, President

STATE OF TEXAS:

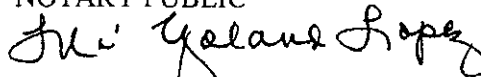
COUNTY OF Webb:

Before me, the undersigned authority, on this day personally appeared Daniel Alvarado known to me to be the person whose name is subscribed to the foregoing instrument; and being first duly sworn, acknowledge to me that he executed the same for the purposes and consideration therein expressed and declared to me that the statements therein are true.

SWORN AND SUBSCRIBED TO BEFORE ME THIS 18th DAY OF June, 2020.



NOTARY PUBLIC



MY COMMISSION EXIPRES

05-29-2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 favor of such endorsement(s).

PRODUCER	CONTACT NAME: _____	PHONE: _____	FAX: _____
Myron F. Steves & Company P O Box 4470 Houston, TX 77210	INSURER(A) Evanson Insurance Company	INSURER(B) AFFORDING COVERAGE	NAIC # 35379
INSURED	INSURER(C): _____	INSURER(D): _____	INSURER(E): _____
ALC Construction Co, Inc 3708 Flores Avenue Laredo, TX 78041			

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, THIS 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.

TYPE	TYPE OF INSURANCE	DESCRIPTION (REQ/NO REQ)	POLICY NUMBER	START DATE (MM/DD/YYYY)	END DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	3AA382878	02/16/2020	02/18/2021	EACH OCCURRENCE \$ 1,000,000.00 COVERAGE WITHED (PER POLICY) \$ 100,000.00 MED EXP (ANY ONE PERSON) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	AUTOMOBILES LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>						COVERED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Occurrence) \$ PROPERTY DAMAGE (Per Occurrence) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE COI <input type="checkbox"/> RETENTION					EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (See policy for details) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE / OTH. \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as Additional Insured per form MEGL 0009-01 (09/18) with a Waiver of Subrogation per form MEGL 0241-01 (05/16); Primary and Non-Contributory wording per form CG 2001 (04/13) and Construction Project(s) General Aggregate per form MEGL 0313 (02/17).
 Project Name: Utilities Material Storage Canopy Improvements

CERTIFICATE HOLDER	CANCELLATION
City of Laredo Utilities Department 1120 San Bernardo Ave Laredo, TX 78040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Fred Steves

CERTIFICATE OF LIABILITY INSURANCE

02-24-2020

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.

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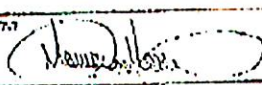
ALLSTATE MORENO INSURANCE AGENCY 1706 E DEL MAR STE A106 LAREDO TEXAS 78041	CONTACT: MARCUS N MORENO PHONE: 056-725-4934 FAX: 956-725-5318 E-MAIL: marcusmoreno@allstate.com ADDRESS: PRODUCER: CUSTOMER ID:
ALC CONSTRUCTION INC CO 3706 FLORES AVE LAREDO, TEXAS 78040	INSURER'S AFFORDING COVERAGE: INSURER A: ALLSTATE INSURANCE CO INSURER B: AMERICAN HERITAGE INSURER C: INSURER D: INSURER E:

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.

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	START DATE	END DATE	COVERAGE	LIMITS
A	GENERAL LIABILITY					COMMERCIAL GENERAL LIABILITY PERSONAL & ADJUTANT PRODUCTS-COMMERCIAL AUTOMOBILE LIABILITY UMBRELLA CAD	COMMERCIAL GENERAL LIABILITY PERSONAL & ADJUTANT PRODUCTS-COMMERCIAL AUTOMOBILE LIABILITY UMBRELLA CAD
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> PERSONAL & ADJUTANT <input checked="" type="checkbox"/> PRODUCTS-COMMERCIAL <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> UMBRELLA CAD		648562761	2/26/20	2/26/21	COMMERCIAL GENERAL LIABILITY PERSONAL & ADJUTANT PRODUCTS-COMMERCIAL AUTOMOBILE LIABILITY UMBRELLA CAD	COMMERCIAL GENERAL LIABILITY PERSONAL & ADJUTANT PRODUCTS-COMMERCIAL AUTOMOBILE LIABILITY UMBRELLA CAD
B	MAKERS COMPENSATION AND EMPLOYERS' LIABILITY PROFESSIONAL PARTIAL SUBROGATION WAIVER EXCLUSION (MANDATORY EXCL)		AN338 80W/376584	8/26/19	8/26/20	MAKERS COMPENSATION AND EMPLOYERS' LIABILITY PROFESSIONAL PARTIAL SUBROGATION WAIVER EXCLUSION (MANDATORY EXCL)	MAKERS COMPENSATION AND EMPLOYERS' LIABILITY PROFESSIONAL PARTIAL SUBROGATION WAIVER EXCLUSION (MANDATORY EXCL)

DESCRIPTION OF OPERATION(S), LOCATION(S), VEHICLE(S) (AVAIL ACCORD 101 Additional Remarks Section of Form SPC-101)
BLANKET WAIVER OF SUBROGATION
ADDITIONAL INSURED - CITY OF LAREDO - ALL CITY OF LAREDO PROJECTS

CERTIFICATE HOLDER CITY OF LAREDO PURCHASING DIVISION 5512 THOMAS AVE LAREDO TEXAS 78041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/4/2020

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
IRC Insurance Agency, LTD
5300 San Dario Avenue 2nd Floor
Laredo, TX 78041

CONTACT Yolanda Lopez
PHONE (956) 722-6500 28722
(AG No. Ex): (956) 722-6500 28722
FAX (AG, No) (956) 728-7570
EMAIL YolandaLopez@lbc.com
ADDRESS: YolandaLopez@lbc.com

INSURED
ALO Construction Co. Inc
3708 Pleras Avenue
Laredo, TX 78041

INSURER AFFORDING COVERAGE
INSURER A - Service Lloyds Insurance Company, A Stock Company 43389
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTZ	TYPE OF INSURANCE	ADD'L AURN INSD. YTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any occ. PERSON) \$ PERSONAL & ADW. INJURY \$ GENERAL AGGREGATE... \$ PRODUCTS, COMPAN. AGG \$
	GEN'L AGGREGATE LIMIT APPLIES WITH POLICY: <input type="checkbox"/> PRO- TECT <input type="checkbox"/> LOS					
	OTHER					COMBINED SINGLE LIMIT (EA OCCUR) \$ OC ONLY INJURY (P&A) \$ \$ \$ \$ \$ BODILY INJURY (P&A) \$ \$ \$ \$ \$ PROPERTY DAMAGE (P&A) \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (As defined in 19.110) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		X SLICWC00222200	2/7/2020	2/7/2021	X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job Description: Utilities Material Storage Canopy Improvements

CERTIFICATE HOLDER
City of Laredo
Utilities Department
5816 Daugherty Ave.
Laredo, TX 78041

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

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Michael F. Rodgers, Utilities Department Director, Miguel A. Pecador, Purchasing Agent

SUBJECT

Consideration to authorize the purchase of one (1) valve maintenance trailer from E.H. Wachs, Lincolnshire, IL, in the total amount \$75,244.55 for the Utilities Department. The trailer will be used to open and close valves when performing scheduled maintenance in the water lines. This trailer is a replacement for unit# 10781 which has reached its useful life. The purchase of this equipment shall be made utilizing the BuyBoard Cooperative Contract Pricing Program. Funding is available in the Water 2018 PFFCO.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the BuyBoard Cooperative Contract Pricing Program.

BACKGROUND

It is recommended that this trailer be purchased from E.H. Wachs, Lincolnshire, Illinois, utilizing the BuyBoard Contract Pricing Program. The Valve Maintenance Trailer is used to open and close valves when performing scheduled and un-scheduled maintenance in the water lines. It also, contains a spoils vacuum containment to clean out debris inside water valve boxes. Delivery is expected within sixty (60) to ninety (90) days after receipt of order.

E.H. Wachs
BuyBoard Contract# 597-19

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Ext. Price</u>
Standard LX (Diesel) – VMT (RH): Single turner valve maintenance trailer	1	\$ 72,890.00	\$ 72,890.00

Shipping & Handling

1

\$ 2,354.55 \$ 2,354.55

Total **\$ 75,244.55**

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:

2020

Budgeted Y/N?:

Yes

Source of Funds:

Account #:

557-4175-535-9001

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding for the purchase of this equipment is available in the Water 2018 PPFCA.

Attachments

EH Wachs Buyboard Contract



Water Utility Products
 600 Knightsbridge Pkwy | Lincolnshire IL 60069
 T +1 847 537 8800 | F +1 847 520 1147
 ehwachs.com

Quotation

Page 1 of 1

TO: **Ronald Miller**
 City of Laredo
 619 Reynolds
 Water Dept.
 Laredo, TX 78040

Date: 6/19/2020
 Quotation Number: KR139178
 Payment Terms: Net 30 Days
 Shipping Terms: FOB Origin
 Valid Through: 8/18/2020
 Estimated Delivery: 6 Weeks ARO
 Reference: BuyBoard#597-19

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	<p>77-000-38 Standard LX (Diesel) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.</p> <p>Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 & 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides survey grade centimeter accuracy.</p>	1	EA	74,000.00	1.5%	72,890.00

Subtotal	72,890.00
Shipping & Handling	2,354.55
Total (USD)	\$75,244.55

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Jeffrey Brehm at 512-348-0171 or call me at 815-943-4785 x2773.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your invoice.

Please reference this quote number when placing your order. Thank You.

Ken Redding
 Utility Technical Sales Rep
 815-943-4785 x2773
 kredding@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Michael F. Rodgers - Acting Utilities Director

SUBJECT

Authorizing the City Manager to ratify a contract utilizing NO-DES, Inc. from 1860 Bosque Farms Boulevard, Bosque Farms, NM. This service is a specialized patented process and uses specialized equipment for flushing of water lines by recycling the water within the distribution mains to eliminate the loss of water typically lost when conducting directional flushing. NO-DES flushing alleviates wasting large amounts of water associated with conventional flushing methods. The contract amount is for \$79,200.00. Funding is available in the Utilities Department Water Construction Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Currently the Colonias area is experiencing low chlorine residuals, the current Boil Water Notice Area, directional flushing is straining the distribution system with loss of water from the Highway 359 Booster and the Las Blancas Elevated Storage Tank. Therefore, there is limited amount of water available for flushing the waterlines in the area, this causes low water pressure problems to the system. The NO-DES, Inc. allows for the water lines to be scoured with their equipment and remove any accumulated debris, with little to no impact to the system. Current directional flushing has been ineffective in debris removal. The NO-DES process will filter out accumulated debris and allow for improved chlorine residual being maintained. The Boil Water Notice for the Colonias was issued on June 30, 2020.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

We recommend approval of the motion as presented.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	Y

Source of Funds: Water Construction Fund

Account #: 557-4150-533-3730

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the Water Construction Fund account number
557-4150-533-3730.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Initiated By: Robert A. Eads, City Manager

Staff Source: Michael F Rodgers, Acting Utilities Director

SUBJECT

Consideration to award a purchase order to Hach Company, Loveland, Colorado as the Sole Authorized Manufacturer and Direct Distributor in the estimated amount of \$200,000.00 for specialized equipment for sampling in the water treatment plants and in the distribution system for potable water. This award will provide the continued purchase of Hach branded instrumentation and chemistry for the daily required TCEQ water sampling. Funding is available in the Waterworks System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Staff is requesting authorization to award purchase orders of an amount of \$200,000.00 from Hach Company for all Hach branded instrumentation and chemistry for the purpose of water sampling in the water treatment plants and distribution system. The Utilities Department currently has a service agreement that is utilized to calibrate field handheld equipment and water treatment plant on-line analyzers, and other equipment used for process control. This agreement also provides repair services for the equipment and issues a loaner while the equipment is being repaired. Also, we purchase the needed equipment supplies to run the chemistry for the daily water sampling that occurs daily at the water treatment plants and distribution system. Finally, the authorization will allow the purchasing of new and/or replacement of Hach equipment for the process and sampling devices utilized for regulatory and process control such as a pH meter, spectrometer, on-line analyzers, and etc.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that this action be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: y
Source of Funds: Waterworks System
Account #: 557-4120-532-3850
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Additional Waterworks Accounts:

557-4130-532-3860

557-4135-532-3860

Attachments

Hach Company Sole Source

The Sole Authorized Manufacturer and Direct Distributor Letter

October 8, 2019

Customer Name: City of Laredo
Customer Address: PO Box 210
Customer City, State & Zip: Laredo, TX 78042

Customer Account Number: 820739

RE: SOLE SOURCE LETTER – Hach Brand Instruments

Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:

Other Hach Brands

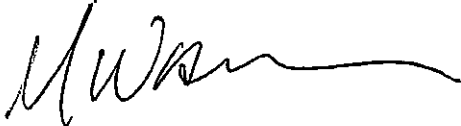
Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, Orbisphere, Polymetron, Sigma, Anatel, Dr. Lange, Environmental Test Strips, HIAC, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, Met Onem OTT, Hydrometry, Radiometer Analytical, Sea-Bird Electronics, WET Labs, Hach WIMS™, CLAROS Collect, Mobile Sensor Management

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company.

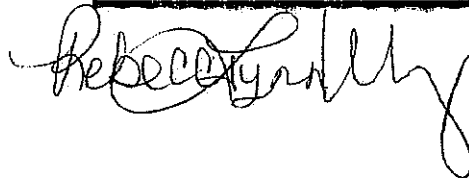
This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item(s) listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 800-227-4224.

Thank you.



REBECCA LYNN WEGENER
Notary Public
State of Colorado
Notary ID # 20144038630
My Commission Expires 10-02-2022



City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Michael F. Rodgers, Acting Utilities Department Director, Miguel A. Pesador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-067 to CB Solutions, Lago Vista, Texas in the amount of \$833,457.00 for the six month rental of generators. CB Solutions was the lowest responsive, responsible bidder that met all specifications on generators, which are required for continuous operation under load as the water treatment process project for the Utilities department. The estimated time for this rental is six months. Funding is available in the Utilities Department Water Construction Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bids and received four (4) bid submittals through Cit-E-Bid for awarding a contract for the six month rental of generators for the Utilities Department. This rental will allow removal and replacement of damaged service cables. Although EquipmentShare submitted the lowest bid, their generator documentation lacked information, thus not meeting specifications. City staff is recommending that this contract be awarded to the vendor meeting specifications, CB Solutions.

Pricing Summary:

Vendor	Total 6 Month Rental
EquipmentShare	\$421,956.00
CB Solutions	\$833,457.00
United Rental	\$839,832.00
PATMO Services	\$1,403,550.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4150-538-0353
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding for this project is available in the following account: 557-4150-538-0353.

Attachments

Bid Tab FY20-067
FY20-067 Evaluation
FY20-067 Contract

Line #	Description	QTY	UOM	Estimat	EquipmentShare		CB Solutions LP		United Rentals (North		PATMO SERVICES, LLC	
					Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended
1	Section I: Single Diesel Fueled Engine Generators (Rental)	1	PKG		<u>\$298,140.00</u>	\$298,140.00	\$549,510.00	\$549,510.00	\$579,240.00	\$579,240.00	\$941,550.00	\$941,550.00
1.1	Rental Generator Sized for Filter Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	6	Monthly Re		<u>\$22,180.00</u>	\$44,683.00	\$44,683.00	\$46,997.00	\$46,997.00	\$62,300.00	\$62,300.00	\$62,300.00
1.2	Rental Generator Sized for Admin Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	6	Monthly Re		<u>\$9,780.00</u>	\$15,634.00	\$15,634.00	\$10,954.00	\$10,954.00	\$27,625.00	\$27,625.00	\$27,625.00
1.3	Rental Generator Sized for Attachment A 16232- page 3 4 as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described.	6	Monthly Re		<u>\$10,990.00</u>	\$15,634.00	\$15,634.00	\$27,635.00	\$27,635.00	\$33,500.00	\$33,500.00	\$33,500.00
1.4	Rental Generator Sized for Attachment A 16232 page 2 as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	6	Monthly Re		<u>\$6,740.00</u>	\$15,634.00	\$15,634.00	\$10,954.00	\$10,954.00	\$33,500.00	\$33,500.00	\$33,500.00
2	Section II: Single Diesel Fueled Engine Generators (Rental) (Optional)	1	PKG		<u>\$123,816.00</u>	\$123,816.00	\$283,947.00	\$283,947.00	\$260,592.00	\$260,592.00	\$462,000.00	\$462,000.00

<p>One additional Spare rental Generator Sized for Filter Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.</p> <p>2.1</p>	<p>6 Monthly Rental</p>	<p><u>\$14,136.00</u></p>	<p>\$43,476.50</p>	<p>\$26,647.00</p>	<p>\$51,000.00</p>
<p>One additional Spare Rental Generator Sized as the largest of the generators for Admin; Attachment A 16232 page 3 4 or Attachment A 16232 page 2 to be held on site in case of an emergency. Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.</p> <p>2.2</p>	<p>6 Monthly Rental</p>	<p><u>\$6,500.00</u></p>	<p><u>\$3,848.00</u></p>	<p>\$16,785.00</p>	<p>\$26,000.00</p>

Line #

1

1.1

1.2

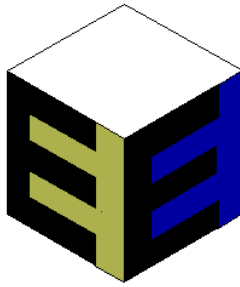
1.3

1.4

2

2.1

2.2



SQUARE E Engineering

32238 Whipple Rd.
 Los Fresnos TX 78566
 Firm # 12247
 Phone: 956-466-3492 Fax: 956-233-4826

Correspondence

TO	City of Laredo Utilities Dept
Location	Laredo TX 78040
ATTN	Attn. Tony Moreno
DATE	July 3, 2020

SUBJECT	El Pico Temporary Generator Rental
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Mr. Moreno,

We have reviewed Bids submitted for the City of Laredo Bid # FY20-67. This bid was for the rental of four Generators, with a provision for rental of two spare generators, for the El Pico WTP. This rental will allow the removal and replacement of damaged service entrance cables. Bids were due at City Hall on Thursday June 25, 2020 by 5:00pm and opened at City Hall the morning of June 26, 2020.

The following are the four entities that submitted bids:

- 1.) Equipment Share
- 2.) CB Solutions LP
- 3.) United Rentals
- 4.) PATMO Services, LLC

Attached you will find a bid tabulation of the bids as they were submitted. The bids have been checked for accuracy and general conformance to the bid documents.

Below is a summary of the Bids

Responding Supplier	Lines Responded	Response Total
EquipmentShare	6	\$421,956.00
CB Solutions LP	6	\$833,457.00
United Rentals (North America), Inc.	6	\$839,832.00
PATMO SERVICES, LLC	6	\$1,403,550.00

An irregularity was found with the Bid Submitted by EquipmentShare. The Bid provided makes reference to four different Generator Sizes in their bid. EquipmentShare provided cut sheet information for only two of the four referenced Generators. The missing information does not allow for verification of the unsubmitted unit's, size, weight, performance, fuel consumption, etc. As a result, a proper bid comparison cannot be made. The missing information is vital to evaluating conformity to the project requirements. For this reason, this bid is incomplete, should be rejected, and considered non-responsive.

As per the City of Laredo's Purchasing Division's General Conditions, the following sections shall be brought to the forefront:

In accordance with Section 4 REJECTION OF BIDS;

- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary

In accordance with Section 10 AWARD OF CONTRACT;

(a) This contract will be awarded by item total 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.

That being said, the lowest responsive bid belongs to CB Solutions LP in the total bid amount of \$833,832.00. In keeping with the aforementioned General Conditions above, it is recommended that the City of Laredo enjoin in a Contract for all with CB Solutions LP for the rental of these generators as required by the project.

Feel free to call me with any questions

Engineering Manger
Square E Engineering
(956) 466-3492
jpcantu@squareeeng.com



Juan-Pablo Cantu, P.E.

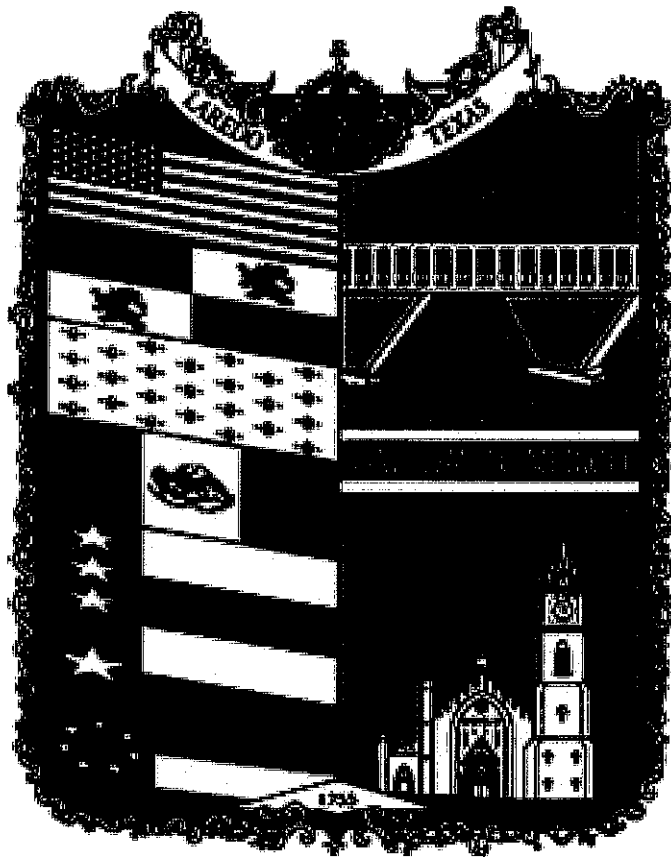


The Seal appearing on this Document was authorized by Juan-Pablo Cantu PE, #90105 On 7/3/2020

Line #	Description	QTY	UOM	Estimated	EquipmentShare		CB Solutions LP		United Rentals (North)		PATMO SERVICES, LLC	
					Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit
1	Section 1: Single Diesel Fueled Engine Generators (Rental)	1	PKG		\$298,140.00		\$298,140.00	\$549,510.00	\$579,240.00	\$941,550.00	\$27,625.00	\$941,550.00
1.1	Rental Generator Sized for Admin Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	6	Monthly Rental Rate		\$22,180.00		\$44,683.00	\$46,997.00	\$62,300.00			
1.2	Rental Generator Sized for Admin Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	6	Monthly Rental Rate		\$9,780.00		\$15,634.00	\$10,954.00	\$27,625.00			
1.3	Rental Generator Sized for Attachment A 16232- page 3 4 as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	6	Monthly Rental Rate		\$10,990.00		\$15,634.00	\$27,635.00	\$33,500.00			
1.4	Rental Generator Sized for Attachment A 16232 page 2 as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	6	Monthly Rental Rate		\$6,740.00		\$15,634.00	\$10,954.00	\$33,500.00			
2	Section 11: Single Diesel Fueled Engine Generators (Rental) (Optional)	1	PKG		\$123,816.00		\$283,947.00	\$260,592.00	\$462,000.00	\$462,000.00		
2.1	One additional Spare rental Generator Sized for Filter Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	6	Monthly Rental Rate		\$14,136.00		\$43,476.50	\$26,647.00	\$51,000.00			
2.2	One additional Spare Rental Generator Sized as the largest of the generator's for Admin, Attachment A 16232 page 3 4 or Attachment A 16232 page 2 to be held on site in case of an emergency. Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	6	Monthly Rental Rate		\$6,500.00		\$3,848.00	\$16,785.00	\$26,000.00			



The Seal appearing on this Document was authorized by Juan-Pablo Cantu PE #90109 7/3/2020



FY20-067
CB Solutions LP
Supplier Response

Event Information

Number: FY20-067
Title: Single Diesel Fueled Engine Generators (Rental) – Utilities
Department
Type: Request For Bid
Issue Date: 6/2/2020
Deadline: 6/25/2020 05:00 PM (CT)
Notes: **Vendors are strongly encouraged to attend the Pre-Bid Meeting which will be held on Thursday June 18, 2020 at 10:00 AM at the El Pico Water Treatment Plant located at 19002 River Bank Drive, Laredo, Texas 78041. Utilities Department Contact: Tony Moreno, 956-795-2620.**

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid

1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back

to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

**City Secretary's
Office**

Contact Information

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

CB Solutions LP Information

Address: 20811 Dawn Dr. #905
Lago Vista, TX 78645
Phone: (512) 267-9596

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

Zulema Ortiz for Jacinto Connor Guillaume
Signature

connor@cbsolutionslp.com
Email

Submitted at 6/24/2020 11:25:00 AM

Bid Attributes

1	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
2	Name of Offeror (Business) CB Solutions LP
3	Print Name of person authorized to sign bid Jacinto Connor Guillaume
4	Title Project Manager
5	Business Address 20811 Dawn Dr. #905
6	City, State, Zip Code Lago Vista, TX 78645
7	Telephone Number (512) 267-9596
8	Federal Tax ID Number 20811 Dawn Dr. #905, Lago Vista, Tx 78645
9	Bidders Principal/Corporate Place of Business Address 20811 Dawn Dr. #905, Lago Vista, TX 78645
10	Indicated Status of Business Partnership

1 1	If other state business status <input type="text" value="No response"/>
1 2	State how long under its present business name <input type="text" value="since 2008"/>
1 3	If applicable, list all other names under which the Business identified above operated in the last five years <input type="text" value="n/a"/>
1 4	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? <input type="text" value="Yes"/>
1 5	Question #1 Has the business, or any officer or partner thereof, failed to complete a contract? <input type="text" value="No"/>
1 6	Question 2 Is any litigation pending against the Business? <input type="text" value="No"/>
1 7	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? <input type="text" value="No"/>
1 8	Question #4 If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms. <input type="text" value="No response"/>
1 9	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? <input type="text" value="No"/>
2 0	Question #6 Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? <input type="text" value="No"/>
2 1	Question #7 Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? <input type="text" value="No"/>

2 2	Question #8 Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <input type="text" value="No"/>
2 3	Question #9 Is the Business in arrears in any contract or debt? <input type="text" value="No"/>
2 4	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <input type="text" value="No"/>
2 5	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input type="text" value="No"/>
2 6	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
2 7	Historically Underutilized Business (HUB) <input type="text" value="No"/>
2 8	Small Disadvantaged Business Enterprise (SDBC) <input type="text" value="No"/>
2 9	Disadvantaged Business Enterprise (DBE) <input type="text" value="No"/>
3 0	Other: Please specify <input type="text" value="n/a"/>
3 1	This company is not a certified minority business <input type="text" value="This company is not a certified minority business"/>
3 2	Contact Person Email Address <input type="text" value="connor@cbsolutionslp.com"/>

3
3 **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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.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.

3
4 **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.

3
5 **Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST
THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS**

If you attest there is no conflict of interest, please skip sections 2-8.

I attest there is no conflict of interest

3
6 **Question 2. Name of person who has a business relationship with local governmental entity**

Jacinto Connor Guillaume

37 **Question 3. Check this box if you are filing an update to a previously filed questionnaire.**
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
 No response

38 **Question 4. Name of local government officer(s) with whom filer has employment or business relationship.**
This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.
 No response

39 **Question 5. Sub-Part A**
A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?
 No

40 **Question 6. Sub-Part B**
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 No

41 **Question 7. Sub-Part C**
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?
 No

42 **Question 8. Sub-Part D**
D. Describe each employment or business relationship with the local government officer named in this section
 No response

43 **Disclosure Form**
For details on use of this form, see Section 4.01 of the City's Ethics Code.

44 **This is a**
 New Submission

45 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

46 **Question 2. Contract Information**
Please include the following:
a)Contract or Project Name
b)Originating Department

47	<p>Question 3. Name of individual(s), or entity(ies) seeking a contract with the city (i.e. parties to the contract)</p> <p>CB Solutions LP</p>
48	<p>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.</p> <p>Not Applicable</p>
49	<p>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</p> <p>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.</p> <p>No response</p>
50	<p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>Not Applicable</p>
51	<p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <p>No response</p>
52	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>Not Applicable</p>
53	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>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.</p> <p>No response</p>
54	<p>Question 7. Disclosure of political contributions</p> <p>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.</p> <ul style="list-style-type: none"> a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity 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) <p>Not Applicable</p>
55	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p>No response</p>

5 6	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
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5 7	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? <input type="text" value="I am aware of conflict of interest"/>
----------------	--

5 8	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. <input type="text" value="I have read and understand this section"/>
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5 9	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. <input type="text" value="I have read and understand this section"/>
----------------	--

6 0	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. <input type="text" value="I have acknowledge that I have been advised"/>
----------------	---

6 1	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="Jacinto Connor Guillaume
Project Manager
CB Solutions LP
6/19/2020"/>
----------------	--

6 2	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. <input type="text" value="I swear or affirm information is correct"/>
----------------	--

63 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 4

64 Company Information Questionnaire

65 Conflict of Interest Questionnaire

66 Non-Collusive Affidavit

67 Discretionary Contracts Disclosure

6 **Certificate of Interested Parties (Form 1295)**

8 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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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

6 **Terms and Conditions for Request for Bids**

9 **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be **awarded by item total** 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. **City of Laredo reserves the right to select just Section I or Section I with Section II (Optional).**

(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 in 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
<u>Section I : Single Diesel Fueled Engine Generators (Rental)</u>	
Quantity: <u> 1 </u> UOM: <u> PKG </u> Total: \$549,510.00	
Item Notes: Please submit "0" for unit price	
Package Items	
1.1 Rental Generator Sized for Filter Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	
Quantity: <u> 6 </u> UOM: <u> Monthly Rental Rate </u> Price: \$44,683.00 Total: \$268,098.00	
1.2 Rental Generator Sized for Admin Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	
Quantity: <u> 6 </u> UOM: <u> Monthly Rental Rate </u> Price: \$15,634.00 Total: \$93,804.00	
1.3 Rental Generator Sized for Attachment A 16232- page 3 & 4 as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	
Quantity: <u> 6 </u> UOM: <u> Monthly Rental Rate </u> Price: \$15,634.00 Total: \$93,804.00	
1.4 Rental Generator Sized for Attachment A 16232 – page 2 as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	
Quantity: <u> 6 </u> UOM: <u> Monthly Rental Rate </u> Price: \$15,634.00 Total: \$93,804.00	
2	Package Header
<u>Section II : Single Diesel Fueled Engine Generators (Rental) (Optional)</u>	

Quantity: 1 UOM: PKG Total: \$283,947.00

Item Notes: Please submit "0" for unit price

Package Items

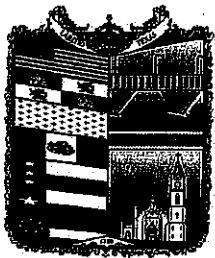
2.1 One additional Spare rental Generator Sized for Filter Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.

Quantity: 6 UOM: Monthly Rental Rate Price: \$43,476.50 Total: \$260,859.00

2.2 One additional Spare Rental Generator Sized as the largest of the generators for Admin; Attachment A 16232 page 3 & 4 or Attachment A 16232 page 2 to be held on site in case of an emergency. Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.

Quantity: 6 UOM: Monthly Rental Rate Price: \$3,848.00 Total: \$23,088.00

Response Total: \$833,457.00



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 a six month rental contract of generators which shall be required for continuous operation under load as the water treatment process project for the City of Laredo Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.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 June 25, 2020 and all bids received will be opened and read publicly on June 26, 2020 at 10:00 AM.

Vendors are strongly encouraged to attend the Pre-Bid Meeting which will be held on Thursday June 18, 2020 at 10:00 AM at the El Pico Water Treatment Plant located at 19002 River Bank Drive, Laredo, Texas 78041. Utilities Department Contact: Tony Moreno, 956-795-2620.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: Single Diesel Fueled Engine Generators (Rental) – Utilities Department
FY20-067**

**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 2nd DAY OF JUNE 2020.

REC'D CITY SEC OFF
JUN 2 20 PM 2:25

Jose A. Valdez Jr.
City Secretary



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**SINGLE DIESEL FUELED ENGINE GENERATORS (RENTAL)
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a six month rental contract of generators which shall be required for continuous operation under load as the water treatment process project for the City of Laredo Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 25, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 26, 2020.**

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FY20-067**

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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.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will be accepted up to the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will be accepted up to 3:45 p.m. of the date due.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid
2. Please notify security officer that you are there to drop off a bid with the City Secretary. The security officer will notify the City Secretary's Office and one of our staff members will go downstairs to receive the bid.

All vendors should wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend the vendor wait to receive a copy of the time-stamped envelope.)**

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office



**City of Laredo
Purchasing Division**

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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 six month rental contract of generators which shall be required for continuous operation under load as the water treatment process project for the City of Laredo Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.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 June 25, 2020 and all bids received will be opened and read publicly on June 26, 2020 at 10:00 AM.

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REC'D CITY SEC OFF
JUN 2 20 PM 2:25

A handwritten signature in black ink, appearing to read 'Jose A. Valdez Jr.', written over a horizontal line.
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.
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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.**
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- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (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.**

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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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- (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.
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**CITY OF LAREDO
PURCHASING DIVISION**

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.

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**CITY OF LAREDO
PURCHASING DIVISION**

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- (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:

**CITY OF LAREDO
PURCHASING DIVISION**

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

CITY OF LAREDO
PURCHASING DIVISION

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of 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
Single Diesel Fueled Engine Generators (Rental)
Utilities Department

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 awarding a six month rental contract of generators which shall be required for continuous operation under load as the water treatment process project for the City of Laredo Utilities 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>

Utilities Department point of contact: Tony Moreno (956) 795-2620 tmoreno@ci.laredo.tx.us

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, June 11, 2020 to: ealdape@ci.laredo.tx.us

16.0 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. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

16.1 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.2 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

17.0 Single Diesel Fueled Engine Generators Specifications

Refer to Attachment A – Single Diesel Fueled Engine Generator (16232).

Refer to Attachment B – General Electrical Specifications (16000).

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 and shall be awarded by item total 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. City of Laredo reserves the right to select just Section I or Section I with Section II (Optional).

19.0 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

CITY OF LAREDO
PURCHASING DIVISION

20.0 **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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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 _____		

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

**CITY OF LAREDO
PURCHASING DIVISION**

21.0 Tab B Price Schedule

21.1 Section I: Single Diesel Fueled Engine Generators

Item	Description	UOM	Quantity	Unit Price	Ext. Price
1	Rental Generator Sized for Filter Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	Month	6	\$ _____	\$ _____
2	Rental Generator Sized for Admin Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time	Month	6	\$ _____	\$ _____
3	Rental Generator Sized for Attachment A 16232- page 3 & 4 as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	Month	6	\$ _____	\$ _____
4	Rental Generator Sized for Attachment A 16232 – page 2 as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	Month	6	\$ _____	\$ _____
				Section I Total	\$ _____

*******All equipment shall be in full compliance with Attachment A & B of the specifications*******

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."

**CITY OF LAREDO
PURCHASING DIVISION**

21.2 Section II: Single Diesel Fueled Engine Generators (Rental) (Optional)

Item	Description	UOM	Quantity	Unit Price	Ext. Price
1	One additional Spare rental Generator Sized for Filter Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	Month	6	\$ _____	\$ _____
2	One additional Spare Rental Generator Sized as the largest of the generators for Admin; Attachment A 16232 page 3 & 4 or Attachment A 16232 page 2 to be held on site in case of an emergency. Building as described. Generator shall be sized for all load expected to be supplied by this generator and as operated in the sequence as described. Supply all temporary wiring to be installed by others. Include all maintenance, additional double walled fuel tank as required for a minimum of 48 hour run time.	Month	6	\$ _____	\$ _____
				Section II Total	\$ _____

*******All equipment shall be in full compliance with Attachment A & B of the specifications*******

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."

22.0 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

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

CITY OF LAREDO
PURCHASING DIVISION

23.0 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:

24.0 **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: _____

**CITY OF LAREDO
PURCHASING DIVISION**

***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 2.01 of 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.

**CITY OF LAREDO
PURCHASING DIVISION**

***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

**CITY OF LAREDO
PURCHASING DIVISION**

25.0 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. <input type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
<div style="border-top: 1px solid black; width: 80%; margin: 0 auto; margin-bottom: 5px;"></div> 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.				
<div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%; border-top: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 30%; border-top: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 30%; border-top: 1px solid black; margin-bottom: 5px;"></div> </div> Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath				
ADD ADDITIONAL PAGES AS NECESSARY				

CITY OF LAREDO
PURCHASING DIVISION

26.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 25, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 26, 2020.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Single Diesel Fueled Engine Generators (Rental) – Utilities Department
FY20-067**

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: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Michael F. Rodgers, Acting Utilities Department Director, Miguel A. Pesador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-068 to the sole bidder Cactus Disposal of North Texas, Dallas, Texas in the amount of \$209,380.00 for the removal of approximately three feet of wet sludge sewer debris from the aeration tank located at the Zacate Wastewater Treatment Plant. West aeration basin needs to be cleaned and prepared before actual Aeration upgrade can take place. The estimated time for completion of this project is between thirty and forty working days. Funding is available in the 2017 Sewer Revenue Budget Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bids and received two (2) bid submittals through Cit-E-Bid for awarding a contract for the removal of approximately three feet of wet sludge sewer debris from the aeration tank located at the Zacate Wastewater Treatment Plant. West Aeration basin needs to be cleaned and prepared before actual Aeration upgrade can take place. The estimated time for completion of this project is between thirty and forty working days. This project shall consist of all labor, equipment, and related appurtenances required . City staff is recommending that this contract be awarded to the sole bidder Cactus Disposal of North Texas.

Bid Tabulation

Zacate Wastewater Treatment Plant West Aeration Basin Oxygen Transfer-Aeration Equipment Upgrade	Qty	UOM	Unit Price	Ext. Cost
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Mobilization (Lump Sum)	1	Lump Sum	\$ 18,000.00	\$ 18,000.00
Equipment Materials (Lump Sum)	1	Lump Sum	\$ 87,200.00	\$ 87,200.00
Contingency Allowance (Lump Sum)	1	Lump Sum	\$ 20,000.00	\$ 20,000.00
Labor (Lump Sum)	1	Lump Sum	\$ 84,180.00	\$ 84,180.00
			Total \$ 209,380.00	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

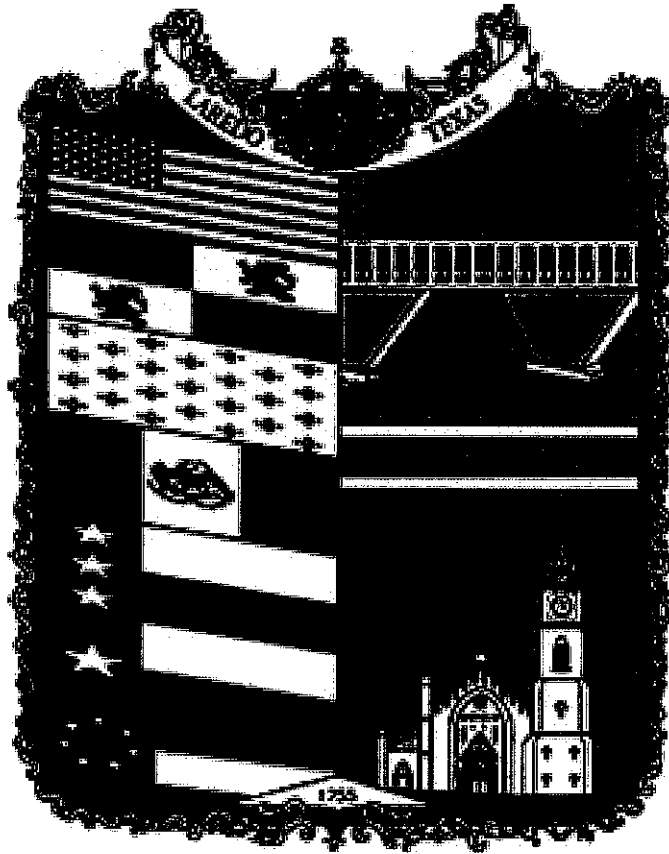
Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: 2017 Sewer Revenue Bond
Account #: 559-4298-535-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding for this project is available in the 2017 Sewer Revenue Bond account: 559-4298-535-9301 Project ID SW1819.

Attachments

Contract FY20-068
Bid Tab FY20-068



FY20-068

Cactus Disposal of North Texas Supplier Response

Event Information

Number: FY20-068

Title: Zacate Wastewater Treatment Plant West Aeration Basin Oxygen
Transfer-Aeration Equipment Upgrade - Utilities Department

Type: Request For Bid

Issue Date: 6/12/2020

Deadline: 7/7/2020 05:00 PM (CT)

Notes: Vendors are strongly encouraged to attend the Pre-Bid Meeting which will be held on Friday June 19, 2020 at 2:00 PM at the North Laredo Wastewater Treatment Plant located at 1701 Shiloh, Laredo, Texas 78045. Utilities Department Contact: Orlando Perez, 956-721-2022. Following current health issues, city meetings attendance protocol do not allow more than 10 members on any city associated

meetings. Vendors must reserve their attendance by notifying Orlando Perez via e-mail operez@ci.laredo.tx.us or cell # 956-652-4147 on or before June 19, 2020. If the need be, a web attendance meeting will be schedule.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the bid is in a sealed envelope marked with

the following:

- Name of Bid**
- Name of Company submitting Bid**
- Address of Company submitting Bid**

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Contact Information

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

Cactus Disposal of North Texas Information

Contact: Jeremy Orr
Address: 4960 Singleton Blvd
Dallas
Dallas, TX 75212
Phone: (214) 252-5000
Email: jorr@cactusenviro.com

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

Jeremy Orr
Signature

Jorr@cactusenviro.com
Email

Submitted at 7/6/2020 12:33:20 PM

Response Attachments

Cactus Disposal of North Texas - Bid FY20-068.pdf

Bid Docs for FY20-068

Bid Attributes

1 Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

2 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

3	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
4	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Cactus Disposal of North Texas, Jeremy Orr, 214-252-5002
5	State how long under has the business been in its present business name 2005
6	If applicable, list all other names under which the Business identified above operated in the last five years NA
7	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
8	Questions Part 1 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1) No 2) No 3) No 4) No 5) No
9	Questions Part 2 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? 1) No 2) No 3) No
10	State if the Company is a certified minority business enterprise Historically Underutilized Business (HUB)

1
1 **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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.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.

1
2 **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.

1
3 **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

1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <input type="text" value="New Submission"/>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Jeremy H Orr"/>
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="a) FY20 - 068 - Zacate Wastewater Treatment Plant West Aeration Basin Oxygen Transfer-Aeration Equipment Upgrade Utilities Dept."/> <input type="text" value="b) Utilities Department"/>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Cactus Disposal of North Texas"/>
1 9	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. <input type="text" value="Not Applicable"/>
2 0	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. <input type="text" value="N/A"/>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 2	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. <input type="text" value="N/A"/>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>

24	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <input type="text" value="N/A"/>
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25	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <input type="text" value="Not Applicable"/>
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26	Question 7. Disclosure of policitcal contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <input type="text" value="N/A"/>
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27	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
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28	Question 8. Discloure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <input type="text" value="I am not aware of any conflict of interest"/>
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29	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest is question 8, please list them in this section. <input type="text" value="N/A"/>
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30	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input type="text" value="I have read and understand this section"/>
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3 1	<p>Question 10. No Contract with City Officials or Staff during Contract Evaluation</p> <p>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.</p> <p>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.</p> <p>I have read and understand this section</p>
3 2	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>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.</p> <p>I have acknowledge that I have been advised</p>
3 3	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company:</p> <ol style="list-style-type: none"> 1) Name 2) Title 3) Company or DBA 4) Date <p>1) Jeremy Orr 2) Managing Partner 3) Cactus Disposal of North Texas 4) 7/6/20</p>
3 4	<p>Question 12. Oath</p> <p>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.</p> <p>I swear or affirm information is correct</p>
3 5	<p>Company Information Questionnaire</p> <p>I have completed this section</p>
3 6	<p>Conflict of Interest Questionnaire</p> <p>I have completed this section</p>
3 7	<p>Non-Collusive Affidavit</p> <p>I have completed and included this form</p>
3 8	<p>Discretionary Contracts Disclosure</p> <p>I have completed this section</p>

3
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Certificate of Interested Parties (Form 1295)

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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

4
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Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This bid shall be awarded by item total to the lowest responsible bidder 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 multiple bidders based on Best Value and 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 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 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

4 **Insurance Terms and Conditions**

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

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

4 **Ordinance 2018-O-175**

2 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

Bid Lines

1	Package Header		
	Section I: Zacate Wastewater Treatment Plant West Aeration Basin Oxygen Transfer-Aeration Equipment Upgrade		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Total:	<input type="text" value="No response"/>
	Item Notes:		
	Package Items		
	1.1 Mobilization (Lump Sum)		
	Quantity: <u> 1 </u> UOM: <u> Lump Sum </u>	Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
	1.2 Equipment & Materials (Lump Sum)		
	Quantity: <u> 1 </u> UOM: <u> Lump Sum </u>	Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
	1.3 Contingency Allowance (Lump Sum)		
	Quantity: <u> 1 </u> UOM: <u> Lump Sum </u>	Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
	1.4 Labor (Lump Sum)		
	Quantity: <u> 1 </u> UOM: <u> Lump Sum </u>	Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>

Response Total: \$0.00

CITY OF LAREDO
PURCHASING DIVISION

28.0 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) Cactus Disposal of North Texas

Signature [Signature] Date 7/6/20
of person authorized to sign bid

Print Name Jeremy Orr
of person authorized to sign bid

Title: Managing Partner

Business Address: 4960 Singleton Blvd

City, State, Zip Code: Dallas, TX, 75212

Telephone Number: 214-252-5000 Fax Number: 214-252-5000

Contact Person Email Address: jorr@cactusenviro.com

Federal Tax ID Number: 68-0576180

Bidders Principal/Corporate Place of Business Address: 4960 Singleton Blvd, Dallas, TX, 75212

Indicated Status of Business:

Corporation _____ Partnership Sole Proprietorship _____ Other: _____

If other state business status: N/A

State how long under its present business name: 2005

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

CITY OF LAREDO
PURCHASING DIVISION

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 _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

29.0 Tab B Price Schedule

29.1 Section I: Zacate Wastewater Treatment Plant West Aeration Basin Oxygen Transfer-Aeration Equipment Upgrade

Item	Description	Qty.	Unit Cost	Total Cost
1	Mobilization (Lump Sum)	1	\$ 18,000	\$ 18,000
2	Equipment & Materials (Lump Sum)	1	\$ 57,200	\$ 57,200
3	Contingency Allowance (Lump Sum)	1	\$ 20,000	\$ 20,000
4	Labor (Lump Sum)	1	\$ 84,180	\$ 84,180
TOTAL SECTION I				\$ 202,380

Company Name: Cactus Disposal of North Texas

Owner/President Name: [Signature]

Company Address: 4960 Singleton Blvd

City, State, Zip Code: Dallas, Tx, 75212

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Jeremy Orr

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

30.0 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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

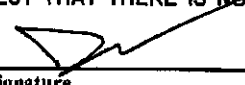
1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name Seemy D.

Signature 

Date 7/6/20

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.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

31.0 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.

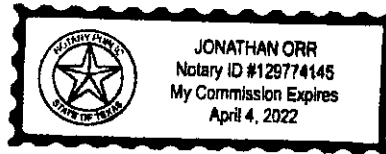
Signature of: _____
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 7 day of July 2020.

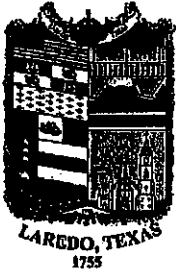
Notary Public _____

My commission expires:

April 4, 2022



32.0 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: Jeremy M.I. H Last: Or Suffix: _____

2. Contract information:

- a) Contract or project name: Zacate Waste Water Treatment Plant West Arroyo Basin
b) Originating department: Utilities Department

3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. bidder to the contract):

Cactus Disposal of North Texas

4. Does any business entity (a) direct 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. Are 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. Do 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:

**CITY OF LAREDO
PURCHASING DIVISION**

***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 2.01 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 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.

CITY OF LAREDO
PURCHASING DIVISION

***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: Jeremy Orr Title: Managing Partner

Company Name or DBA: Cactus Disposal of North Texas Date: 7/6/20

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:

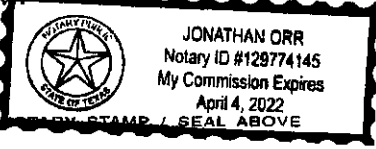


City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

33.0 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. <i>Cactus Disposal of North Texas</i>			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <i>City of Laredo - Utilities Dept.</i>			
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. <i>FY20-068</i>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<i>Cactus Disposal of North Texas</i>	<i>Dallas, TX, United States</i>		
5 Check only if there is NO interested party. <input type="checkbox"/>			
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	
Sworn to and subscribed before me, by the said <u><i>Jeremy Orr</i></u> , this the <u><i>6</i></u> day of <u><i>July</i></u> , 20 <u><i>20</i></u> , to certify which, witness my hand and seal of office.			
 _____ Signature of officer administering oath		<u><i>Jonathan Orr</i></u> _____ Printed name of officer administering oath	
_____ Title of officer administering oath		<u><i>Partner</i></u> _____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

**CITY OF LAREDO
PURCHASING DIVISION**

34.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 7, 2020**; and all bids received will be opened and read publicly at **10:00 AM at the Office of the City Secretary on July 8, 2020.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Zacate Wastewater Treatment Plant West Aeration Basin Oxygen Transfer-Aeration Equipment Upgrade - Utilities Department
FY20-068**

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

Cactus Disposal of North Texas**Total Price** \$ **209,380.00**

Line #	Description	QTY	UOM	Unit	Extended
	Section I: Zacate Wastewater Treatment				
1	Plant West Aeration Basin Oxygen Transfer-Aeration Equipment Upgrade	1	EA		
1.1	Mobilization (Lump Sum)	1	Lump Sum	\$ 18,000.00	\$ 18,000.00
1.2	Equipment Materials (Lump Sum)	1	Lump Sum	\$ 87,200.00	\$ 87,200.00
1.3	Contingency Allowance (Lump Sum)	1	Lump Sum	\$ 20,000.00	\$ 20,000.00
1.4	Labor (Lump Sum)	1	Lump Sum	\$ 84,180.00	\$ 84,180.00

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Michael F. Rodgers, Acting Utilities Director

SUBJECT

Consideration to award a contract to Network Alliance, San Antonio, Texas in the amount of \$189,732.14 for the purchase and installation of an upgrade to the existing IP Phone System and Contact Center through the State of Texas, Department of Information Resources (DIR) cooperative purchase contracts. Funding is available in the Water and Sewer Construction Funds budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The State of Texas - Department of Information Resources (DIR) cooperative purchasing program allows municipalities to take advantage of the contract pricing for personal computer hardware and software. The IP phone system and Contact Center will be centralized at the Utilities Administration Building and will provide connectivity to the Utility Billing Division at City Hall Annex as well as at the Water and Wastewater Treatment Plants. Project planning, design, implementation, system testing, knowledge transfer and documentation are all included in the total price.

Network Alliance DIR Contract # DIR-TSO-4167	Description	Amount
	Hardware	\$55,898.64
	Emergency Responder	\$5,157.60
	Additional Contact Center Agent License	\$21,125.90
	Services	\$55,680.00
	Managed Services	\$51,870.00
	Total	\$189,732.14

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

To approve Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Water & Sewer Constructio
Account #:
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

The following accounts will be used as follows:

557-4150-538-0386 - \$94,866.07
559-4240-538-0391 - \$94,866.07

Attachments

Qoute



We have prepared a quote for you

UC upgrade Utilities Department

Quote # 001661
Version 7

Prepared for:

City of Laredo

Arturo Gavilanes
agavilanes@ci.laredo.tx.us



Thursday, July 02, 2020

City of Laredo
Arturo Gavilanes
5816 Daugherty
Laredo, TX 78041

Dear Arturo,
Please reference the following on your Purchase Order.

**Contract DIR-TSO -
4167**

Rod Tanner
Account Executive
Network Alliance LLC

Hardware

#	Item	Description	Price	Qty	Ext. Price
1	BE6H-M5-K9	Cisco Business Edition 6000H (M5) Appliance, Export Restr SW	\$11,006.00	2	\$22,012.00
2	CON-SNT- BE6HM5K9	SNTC-8X5XNBD Cisco Business Edition 6000H (M5) Applia	\$990.30	2	\$1,980.60
3	BE6K-PSU	Cisco UCS 770W AC Power Supply for Rack Server	\$0.00	4	\$0.00
4	BE6H-NIC1	Intel i350 Quad Port 1Gb Adapter	\$0.00	2	\$0.00
5	BE6K-RAIDCTRLR	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	2	\$0.00
6	BE6K-DISK	300GB 12G SAS 10K RPM SFF HDD	\$0.00	16	\$0.00
7	R2XX-RAID5	Enable RAID 5 Setting	\$0.00	2	\$0.00
8	BE6K-RAM	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	\$0.00	8	\$0.00
9	BE6K-CPU	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	\$0.00	4	\$0.00
10	CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	\$0.00	4	\$0.00
11	VMW-VS6- HYPPLS-K9	Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	\$0.00	2	\$0.00
12	BE6M-M5-K9	Cisco Business Edition 6000M (M5) Appliance, Export Restr SW	\$6,003.00	2	\$12,006.00
13	CON-SNT- BE6MM5K9	SNTC-8X5XNBD Cisco Business Edition 6000M (M5) Applia	\$994.38	2	\$1,988.76
14	BE6K-PSU	Cisco UCS 770W AC Power Supply for Rack Server	\$0.00	2	\$0.00
15	BE6K-RAIDCTRLR	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	2	\$0.00
16	BE6K-DISK	300GB 12G SAS 10K RPM SFF HDD	\$0.00	12	\$0.00
17	R2XX-RAID5	Enable RAID 5 Setting	\$0.00	2	\$0.00
18	BE6K-RAM	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	\$0.00	6	\$0.00
19	BE6K-CPU	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	\$0.00	2	\$0.00
20	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	2	\$0.00
21	VMW-VS6- HYPPLS-K9	Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	\$0.00	2	\$0.00
22	ISR4331/K9	Cisco ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	\$2,058.88	2	\$4,117.76
23	CON-SSSNT- ISR4331K	SOLN SUPP 8X5XNBD Cisco ISR 4331 (3GE2NIM1SM4G FLASH4G D	\$1,490.34	2	\$2,980.68

Hardware

#	Item	Description	Price	Qty	Ext. Price
24	SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	\$0.00	2	\$0.00
25	SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	\$751.22	2	\$1,502.44
26	PWR-4330-AC	AC Power Supply for Cisco ISR 4330	\$0.00	2	\$0.00
27	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	2	\$0.00
28	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	\$0.00	2	\$0.00
29	MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	\$0.00	2	\$0.00
30	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	\$0.00	2	\$0.00
31	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	\$0.00	2	\$0.00
32	SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	\$18.66	20	\$373.20
33	CON-ECMUS-SRSTGTEP	SOLN SUPP SWSS Cisco SRST - 1 SRST Endpoint License	\$13.21	20	\$264.20
34	SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	\$0.00	2	\$0.00
35	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	\$924.22	2	\$1,848.44
36	CP-8861-K9=	Cisco IP Phone 8861	\$357.50	1	\$357.50
37	CON-SNT-CP8861K9	SMARTNET 8X5XNBD Cisco UC Phone 8861	\$22.54	1	\$22.54
38	CP-8821-K9-BUN	Cisco Unified Wireless IP Phone 8821, World Mode Bundle	\$323.78	2	\$647.56
39	CON-SNT-CP88K9BN	SNTC-8X5XNBD Cisco Unified Wireless	\$86.78	2	\$173.56
40	CP-PWR-8821-NA	Cisco 8821 Power Supply for North America	\$0.00	2	\$0.00
41	CP-BATT-8821	Cisco 8821 Battery, Extended	\$0.00	2	\$0.00
42	CP-7841-K9=	Cisco UC Phone 7841	\$172.50	31	\$5,347.50
43	CON-SNT-CP7841K9	SMARTNET 8X5XNBD Cisco UP Phone 7841	\$8.90	31	\$275.90

Subtotal: \$55,898.64

Emergency Responder

#	Item	Description	Price	Qty	Ext. Price
44	EMRGNCY-RSPNDR	Emergency Responder Electronic or Physical Software Delivery	\$0.00	1	\$0.00
45	CON-ECMU-EMRGNCY	SWSS UPGRADES EMRGNCY RSPNDR	\$0.00	1	\$0.00
46	ER-NEW-OR-ADDON	Not an upgrade	\$0.00	1	\$0.00
47	ER12-USR-1	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 12X SYSTEM	\$12.00	300	\$3,600.00
48	CON-ECMU-ER12USR1	SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 12X	\$5.19	300	\$1,557.00
49	ER12.5-SW-K9	EMRGNCY RSPNDR 12.5 SW NEW	\$0.60	1	\$0.60

Subtotal: \$5,157.60

Additional Contact Center Agent License

#	Item	Description	Price	Qty	Ext. Price
50	CCX-11-ADD-K9	CCX 11.0 Add-on Licenses	\$0.00	1	\$0.00
51	CON-ECMU-CCX11ADD	SWSS UPGRADES CCX 11.0 Add-on Lice	\$0.00	1	\$0.00
52	CCX-11-A-P-LIC	CCX 11.0 PRE Seat Qty 1 ADDON LICENSE ONLY	\$1,197.00	10	\$11,970.00
53	CON-ECMU-CC11APLC	SWSS UPGRADES CCX 11.0 PRE Seat Qt	\$915.59	10	\$9,155.90
54	CCX-11-PAK	CCX 11 autoexpanded PAK	\$0.00	1	\$0.00

Subtotal: \$21,125.90

Services

#	Item	Description	Price	Qty	Ext. Price
55	Pro Services UC System	Planning, Design, Installation, Testing and Knowledge Transfer	\$39,580.00	1	\$39,580.00
56	Pro Services	Professional Voice over Call Scripts up to 25 average 50 to 100 words each	\$5,000.00	1	\$5,000.00

Services

#	Item	Description	Price	Qty	Ext. Price
57	Pro Services Emergency Repsonder	Planning, Design, Installation, Testing and Knowledge Transfer	\$11,100.00	1	\$11,100.00

Subtotal: \$55,680.00

Managed Services

#	Item	Description	Price	Qty	Ext. Price
58	Managed Services	Twelve Month Support Agreement	\$3,885.00	12	\$46,620.00
59	On-boarding	Setup MSP services	\$5,250.00	1	\$5,250.00

Subtotal: \$51,870.00

UC upgrade Utilities Department



Prepared by:

Network Alliance LLC
Rod Tanner
Direct: (210) 870-1951
Main: 210-229-1811
Fax: 210-870-1960
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Prepared for:

City of Laredo
5816 Daugherty
Laredo, TX 78041
Arturo Gavilanes
agavilanes@ci.laredo.tx.us
(956) 721-2000

Quote Information:

Quote #: 001661
Version: 7
Delivery Date: 07/02/2020
Expiration Date: 08/07/2020

Quote Summary

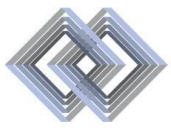
Description	Amount
Hardware	\$55,898.64
Emergency Responder	\$5,157.60
Additional Contact Center Agent License	\$21,125.90
Services	\$55,680.00
Managed Services	\$51,870.00

Total: \$189,732.14

This Quote is governed by the Terms and Conditions set forth in the DIR Contract Number listed above.

Signature

Date

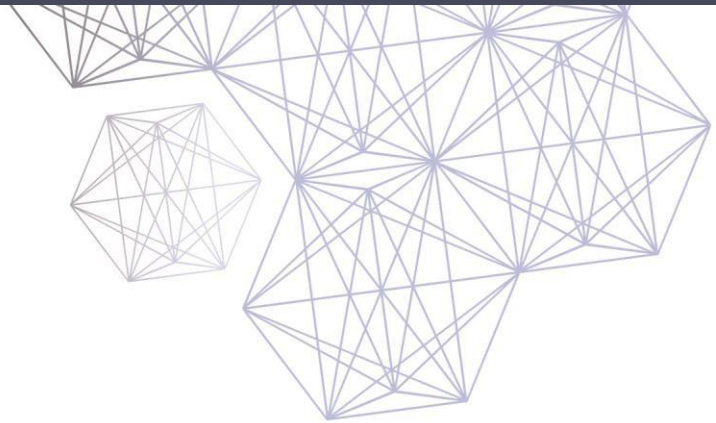


network alliance

435 Isom Rd., Suite 202
San Antonio, TX 78216

210-930-6960
sales@network-alliance.net
www.network-alliance.net

A BARCOM COMPANY



City of Laredo Utilities Department

Cisco Unified Communications
Migration and Upgrade

Proposal

Submitted By:

Rod Tanner – VP of Business Development
rtanner@network-alliance.net

Sebastian Test – Principal Consultant
stest@network-alliance.net

February 17, 2020



TABLE OF CONTENTS

1	Cisco Unified Communications.....	4
1.1	Introduction.....	4
1.2	Client Considerations.....	4
1.3	Proposed Solution	5
1.3.1	Business Edition 6000.....	5
1.3.2	UC Applications Deployed on the BE6K Servers.....	5
1.3.2.1	Cisco Unified Communications Manager and IM and Presence 12.x.....	5
1.3.2.2	Cisco Unity Connection 12.x.....	5
1.3.2.3	Cisco Contact Center Express 12.x.....	6
1.3.2.4	Cisco Emergency Responder	6
1.3.2.5	Cisco Expressway	6
1.3.3	Cisco 4000 Series Integrated Services Router	7
1.3.4	Cisco 7800 and 8800 Series IP Phones	8
2	Planning Phase Scope of Work.....	10
2.1	Network Alliance Responsibilities	10
2.1.1	Phase I – Project Initiation.....	10
2.1.2	Phase II – Discovery and Planning	10
2.1.3	Phase IV – Planning Phase Closeout.....	11
2.2	UTILITIES DEPARTMENT Responsibilities	11
	Phase I – Project Initiation.....	11
	Phase II – Planning and Preparation.....	11
	Phase IV – Project Closeout.....	11
3	Implementation Phase Preliminary Scope of Work	12
3.1	Network Alliance Responsibilities	12
3.1.1	Phase I – Project Initiation.....	12
3.1.2	Phase II – Implementation.....	12
3.1.3	Phase IV – Project Closeout.....	13
3.2	UTILITIES DEPARTMENT Responsibilities	13
3.2.1	Phase I – Project Initiation.....	13



3.2.2	Phase II – Implementation.....	13
	Phase IV – Project Closeout.....	13
4	Assumptions	13
5	Authorization to Proceed	15

FIGURES

Figure 1 - Expressway Mobile and Remote Access Overview	7
Figure 4 - Cisco 7841 IP Phone	8
Figure 5 - Cisco 8800 IP Phone	9



1 Cisco Unified Communications

1.1 Introduction

City of Laredo Utilities Department (Utilities Department) has engaged Network Alliance, a Barcom Technology Solutions company (Network Alliance) to assist with the implementation of a Cisco Business Edition 6000 solution to take advantage of the latest features and functionality available from Cisco Unified Communications (UC) applications.

Part of every successful implementation requires a thorough planning effort be performed. The planning effort helps to mitigate risk and will identify all required components necessary for the project.

This proposal outlines the solution that will be planned for and identifies the tasks that will take place during the planning engagement and the deliverables to be provided. This proposal also outlines a preliminary scope of work for the implementation of the solution.

1.2 Client Considerations

The primary driving factor for the UC upgrade is the imminent migration to Windows 10 on all desktops. The Contact Center Express agent application Cisco Agent Desktop is not supported in Windows 10.

The Utilities Department currently utilizes Cisco UC applications running on aging server hardware.

There are several voice gateways that are End of Support (EOS) and will need to be replaced:

- Jefferson Plant 2801
- UtilAdmin 2821

There are several phone models that are no longer supported in UC version 12.x:

- 7970 (Qty 1)
- 7921 (Qty 2)
- 7912 (Qty 31)

The UC applications are under an active Cisco SWSS contract.

The recommended server hardware described in this proposal is based off the following device counts at the Utilities Department:

- 153 IP Phones
- 19 ATA 186



1.3 Proposed Solution

1.3.1 Business Edition 6000

Cisco Business Edition 6000 or BE6K is a bundled solution that includes server hardware, UC applications, and VMware ESXi. All components of the BE6K including the VMware Hypervisor are supported by Cisco.

To meet the requirements set forth and to allow for future growth and the addition of new applications and devices, Network Alliance is recommending the High Density server option in a redundant configuration to enable high availability (HA).

BE6KH – (High Density)

This platform is considered an option based on the following:

Supports eight to ten collaboration applications in a single virtualized server platform; maximum capacity of 1000 users, 2500 devices, and 100 contact center agents.

Further information on Cisco Business Edition 6000 can be found at the following URL:

<https://www.cisco.com/c/en/us/products/unified-communications/business-edition-6000/index.html>

1.3.2 UC Applications Deployed on the BE6K Servers

1.3.2.1 Cisco Unified Communications Manager and IM and Presence 12.x

The Utilities Department is currently running Cisco Unified Communications Manager (CUCM) version 10.5.1.11900-13 on Cisco UCSC-C220-M3SBE hardware. There are currently two application servers in the environment: one Publisher and one Subscriber. The End of Sale (EOS) date for the CUCM application was July 2, 2019. The End of Software Maintenance date is July 1, 2020. End of Software Maintenance is the last date that Cisco Engineering may release any final software maintenance releases or bug fixes. After this date, Cisco Engineering will no longer develop, repair, maintain, or test the product software. The specific notice from Cisco can be found at the following URL:

<https://www.cisco.com/c/en/us/products/collateral/unified-communications/unified-communications-manager-callmanager/eos-eol-notice-c51-741767.html>

1.3.2.2 Cisco Unity Connection 12.x

The Utilities Department is currently running Cisco Unity Connection version 10.5.1.11900-13 on Cisco UCSC-C220-M3SBE hardware. The End of Sale (EOS) date for the Unity Connection application was July 2, 2019. The End of Software Maintenance date is July 1, 2020. End of Software Maintenance is the last date that Cisco Engineering may release any final software maintenance releases or bug fixes. After this date, Cisco Engineering will no longer develop, repair, maintain, or test the product software. The specific notice from Cisco can be found at the following URL:

<https://www.cisco.com/c/en/us/products/collateral/unified-communications/unity-connection/eos-eol-notice-c51-741765.html>



1.3.2.3 Cisco Contact Center Express 12.x

The Utilities Department is currently running Cisco Unified Contact Center Express (UCCX) version 10.5.1.11001-49 on Cisco UCSC-C220-M3SBE hardware. There is currently only one application server in the environment. The End of Sale (EOS) date for the UCCX application was January 7, 2019. The End of Software Maintenance date is January 7, 2020. End of Software Maintenance is the last date that Cisco Engineering may release any final software maintenance releases or bug fixes. After this date, Cisco Engineering will no longer develop, repair, maintain, or test the product software. The specific notice from Cisco can be found at the following URL:

<https://www.cisco.com/c/en/us/products/collateral/customer-collaboration/unified-contact-center-express/eos-eol-notice-c51-741048.html>

We are recommending adding a secondary server to the environment. This will require an HA licenses for UCCX. This is not included in the upgrade proposal at this time.

The Utilities Department is currently using the Cisco Agent Desktop (CAD) application. This will no longer be supported in Windows 10. UCCX version 12 replaces CAD with a web-based client called Cisco Finesse.

1.3.2.4 Cisco Emergency Responder

Cisco Emergency Responder is not currently in use at the Utilities Department. Cisco Emergency Responder helps assure that Cisco Unified Communications Manager sends emergency calls to the appropriate Public Safety Answering Point (PSAP) for a caller's location. It also helps ensure that the PSAP can identify the caller's location and, if necessary, return the call. Cisco Emergency Responder can also notify customer security personnel of an emergency call in progress and the caller's location.

Emergency responder ensures that the Utilities Department will comply with Kari's Law.

1.3.2.5 Cisco Expressway

Cisco Expressway is used to extend services to users outside of the organizations firewall. Expressway can be used to communicate with multiple applications and services outside of the organization but the use case for UTILITIES DEPARTMENT at this time is to allow for Mobile and Remote Access.

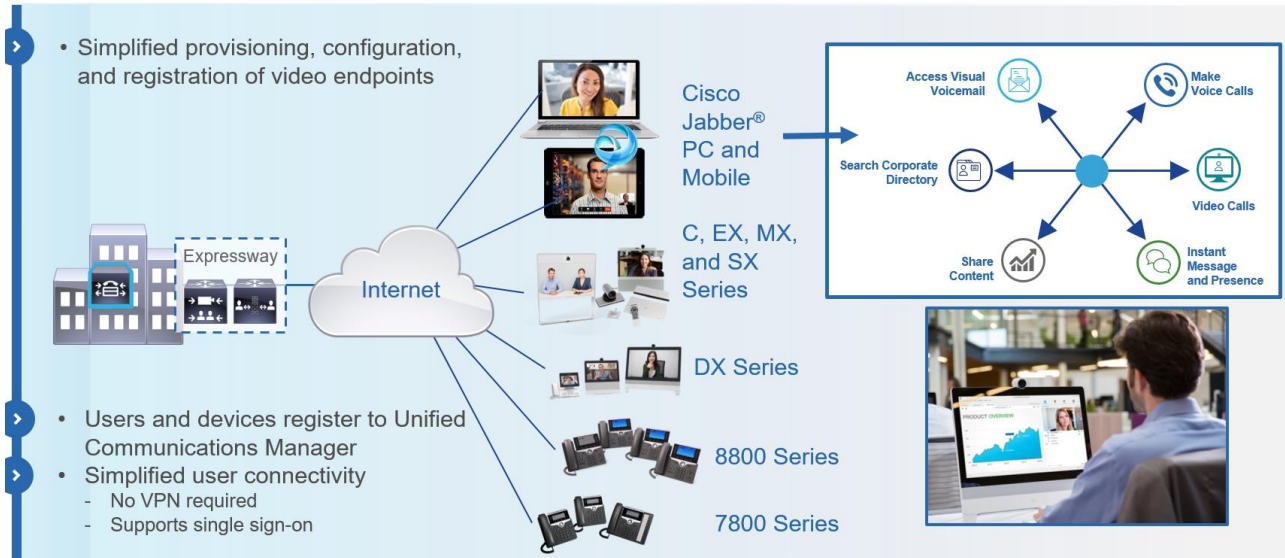
Mobile and Remote Access (MRA) allows for Jabber clients and other supported endpoints such as 7800/8800 series phones and video enabled endpoints to register to the on-premises Cisco UC environment from the Internet without having to utilize a VPN client. This allows for mobile users to be more productive and makes communication between colleagues more efficient.



Figure 1 - Expressway Mobile and Remote Access Overview

Mobile and Remote Access

Extend Office Connectivity to On-the-Road and Home-Office Employees



1.3.3 Cisco 4000 Series Integrated Services Router

The Cisco 4000 series router is required to allow for connectivity to the following:

- PSTN resources such as Primary Rate Interface (PRI) or Session Initiation Protocol (SIP) Trunks
- FXS analog devices such as fax machines
- FXO connectivity to POTS lines or other devices such as overhead paging systems

The 4000 series router is the recommended replacement for the 2800 series routers that are EOL.



1.3.4 Cisco 7800 and 8800 Series IP Phones

To support the latest features and functionality available in the most recent versions of Cisco UC we recommend the 7800 and 8800 series IP phones for everyday desktop telephony use.

There are multiple models available in the 7800 series. The 7841 model has been recommended as it supports gigabit Ethernet connectivity to the network as well as a connected PC in addition to 4 programmable lines.

More information on the 7800 series can be found at the following URL:

<https://www.cisco.com/c/en/us/products/collaboration-endpoints/unified-ip-phone-7800-series/index.html>

Figure 2 - Cisco 7841 IP Phone



There are multiple models available in the 8800 series. The 8851 model has been recommended as it supports gigabit Ethernet connectivity to the network as well as a connected PC in addition to 5 programmable lines. Additionally, support for key expansion modules (KEM) is available as well as Bluetooth/DECT connectivity to support wireless headsets.

More information on the 8800 series can be found at the following URL:

<https://www.cisco.com/c/en/us/products/collaboration-endpoints/unified-ip-phone-8800-series/index.html>



Figure 3 - Cisco 8800 IP Phone





2 Planning Phase Scope of Work

2.1 Network Alliance Responsibilities

2.1.1 Phase I – Project Initiation

- Conduct a kick-off meeting with UTILITIES DEPARTMENT team.
- Review the SOW, establish mutual expectations for delivery of this service, and agree on roles and responsibilities.
- Develop timeline for planning phase

2.1.2 Phase II – Discovery and Planning

- General Tasks
 - Finalize hardware requirements
 - Identify rack and power requirements
 - Finalize virtual machine distribution
 - Develop migration plan for cutover
 - Develop testing and verification plan for each cutover/outage window.
- Cisco Unified Communications Manager
 - Obtain hostname and IP addressing
 - Determine licensing requirements
 - Develop migration strategy and cutover tasks
- Cisco Unity Connection
 - Obtain hostname and IP addressing
 - Develop migration strategy and cutover tasks
- Cisco Contact Center Express
 - Obtain hostname and IP addressing
 - Develop migration strategy and cutover tasks
- Cisco Emergency Responder
 - Obtain hostname and IP addressing
 - Identify all network switches IP phones will connect to
 - Identify network switch locations
- Cisco IM and Presence Service with Jabber
 - Obtain hostname and IP addressing
 - Validate PC requirements
- Expressway
 - Obtain hostname and IP addressing
 - Identify certificate requirements
- Voice Gateways
 - Develop upgrade strategy and cutover tasks
- Third-Party Applications
 - Identify third-party applications



- Determine upgrade and compatibility requirements

2.1.3 Phase IV – Planning Phase Closeout

- Create As-Built documentation describing the deployment of each UC component:
 - Communications Manager
 - Unity Connection
 - Contact Center Express
 - Expressway
 - IM and Presence Service
 - Third-party applications
- Provide updated diagrams
- Provide migration and cutover plan
- Review implementation plan and receive approval to move to implementation phase

2.2 UTILITIES DEPARTMENT Responsibilities

Phase I – Project Initiation

- Attend project kickoff and status meetings
- Assist in development of project timelines

Phase II – Planning and Preparation

- Assist in the development of call flows
- Provide IP addressing and hostnames for the following:
 - Communications Manager
 - Unity Connection
 - Contact Center Express
 - Expressway
 - IM and Presence Service
 - Cisco Integrated Management Controller
 - VMware ESXi host
- Map out all cable drops. Validate all drops are labeled on face plate as well as on patch panel. Document drop number to physical location. This is critical for proper operation of Emergency Responder location tracking of IP Phones.
- Assist in development of testing and verification plan

Phase IV – Project Closeout

- Review documentation
- Approve implementation plan and approve transition to implementation phase



3 Implementation Phase Preliminary Scope of Work

3.1 Network Alliance Responsibilities

3.1.1 Phase I – Project Initiation

- Conduct a kick-off meeting with UTILITIES DEPARTMENT team.
- Review the SOW, establish mutual expectations for delivery of this service, and agree on roles and responsibilities.
- Develop timeline for implementation

3.1.2 Phase II – Implementation

- Cisco UCS Servers
 - Update two (2) servers to latest recommended firmware
 - Configure Cisco Integrated Management Controller (CIMC) for remote access
 - Install VMware ESXi on two (2) UCS servers
- Cisco Unified Communications Manager
 - Install and configure application
 - Place license migration request to Cisco Licensing to add to Smart Account
 - Perform backup of application
 - Execute Testing and Verification plan
- Cisco Unity Connection
 - Install and configure application
 - Perform backup of upgraded application
 - Execute Testing and Verification plan
- Cisco IM and Presence Service with Jabber
 - Install and configure application
 - Enable Presence service on appropriate user accounts in CUCM
 - Execute testing and verification plan
- Cisco Emergency Responder
 - Install and configure ER application
 - Integrate with Communications Manager
 - Add network switches to ER application
 - Configure ERLs and ELINs
 - Execute Test and Verification Plan
- Contact Center Express
 - Install and configure new UCCX application
 - Restore scripts/prompts, etc.
 - Perform backup of upgraded application
 - Train end users (agents and supervisors) on Finesse and Intelligence Center
 - Cutover to new application



- Execute testing and verification plan
- Expressway
 - Install and configure application
 - Execute testing and verification plan
- Voice Gateways
 - Configure gateways to route to CUCM

3.1.3 Phase IV – Project Closeout

- Create As-Built documentation describing the deployment and provide to the Customer
- Provide updated diagrams
- Provide custom Jabber configuration guide
- Provide OVA templates
- Provide ISO installation and upgrade files of all UC applications
- Provide backups of all UC applications
- Conduct a Knowledge Transfer session with administrators (Not to exceed 8 hours in duration)

3.2 UTILITIES DEPARTMENT Responsibilities

3.2.1 Phase I – Project Initiation

- Attend project kickoff and status meetings
- Assist in development of project timelines

3.2.2 Phase II – Implementation

- Validate power and network port availability
- Assist in development of testing and verification plan
- Assist in coordination of end user training sessions
- Notify user community of planned downtime / outage windows
- Assist in testing and verification plan execution
- Obtain 3rd party certificates as necessary

Phase IV – Project Closeout

- Attend Knowledge Transfer session

4 Assumptions

- Unless previously agreed upon all activities during the Planning Phase will be performed during normal business hours: Monday through Friday, 8:00AM to 5:00PM. All activities requiring after-hours work in the Execution Phase will be identified during the Planning Phase and will be incorporated into the schedule. All remaining activities will be performed during normal business hours: Monday through Friday, 8:00AM to 5:00PM.
- VPN access to UTILITIES DEPARTMENT network will be available through the entire project.



-
- Any changes to the Design, Equipment List or proposed timeline presented to Customer in this SOW will require a change order. A change order could impact the cost of the project
 - Review of network hardware configuration is outside the scope of this project.
 - Performance of scope items not included in this Statement of Work are outside the scope of this project and may result in a change of project approach, staffing and/or pricing.



5 Authorization to Proceed

The use of signatures on this Proposal is to ensure agreement of project objectives and the work to be performed by Network Alliance.

Network Alliance signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Network Alliance on this project.

City of Laredo

Signature

Date

Printed Name

NETWORK ALLIANCE, LLC / Barcom Technology Solutions

Signature

Date

Printed Name & Title

Please sign and return the entire document to rtanner@barcoment.com

Thank you!

Cisco UC Managed Services Contract

Prepared for



Prepared by

Rod Tanner

2/17/2020

Statement of Confidentiality

This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purpose other than to evaluate the requirements herein.

Copyright © 2011 **Network Alliance**. All rights reserved.

1. Statement of Capabilities

1.1. Network Alliance is proposing to engage in a contract for Network Managed Services with "City of Laredo Utilities Department" referred to as "Client" going forward.

1.2. Network Alliance (hereinafter "Network Alliance") is a leading provider of managed services for PCs, servers, network and telephone systems. Network Alliance's experience allows us to quickly resolve technical issues.

1.3. Focus of Managed Services

1.3.1. Network Alliance's IT Managed Services decreases downtime by using proactive monitoring, help desk services, and desk-side support to quickly resolve issues. This allows the customer to focus the business at hand.

1.4. Network Alliance's Tools

1.4.1. Network Alliance provides remote monitoring and management of our clients' workstations, servers, switches, firewalls, and networks. With this monitoring technology, we can proactively maintain your computer networks providing resolutions to issues in most cases *before* our clients realize there is a problem.

1.5. Network Alliance's Technical Staff

1.5.1. Skilled Engineers that can provide solutions and services such as (please note not all items covered by contract)

- Extensive Background in TCP/IP Engineering and Troubleshooting
- Active Directory Design and Implementation
- Electronic Mail Systems (Exchange, POP, etc.)
- Network Infrastructure/Security (Cisco, Nortel, Juniper, etc.)
- Internet Filtering and Productivity Tools (Websense, Barracuda, etc.)
- Antivirus Applications
- Backup Management
- PC and server hardware and operating system troubleshooting

1.6. Monitoring Service

1.6.1. Network Alliance will install monitoring for patch updates, monitoring/removal software and inventory management if applicable to the solutions supported.

1.6.2. The 24x7 monitoring service deployed will email and page Network Alliance support staff when an issue is detected on a monitored device. Depending on the severity or expected time to resolution, the Client will be notified.

1.6.3. Issues requiring interaction will be converted into Network Alliance internal work orders. These will be assigned and tracked.

1.6.4. Network Alliance will be committed to resolving as many issues as possible before they become a network down situation.

1.7. Periodic Checks

1.7.1. Periodic checks are performed either weekly, monthly or as software/hardware vendors release security updates.

1.7.1.1. Patches and updates are evaluated by Network Alliance before mass deployments.

1.7.1.2. Install critical updates from software manufacturers to repair bugs and security holes.

1.8. Tiered Support:

1.8.1. Tier 1 Support - All support incidents begin at Tier 1, where the initial service request is created and documented. Basic troubleshooting of hardware and software are performed at this level.

1.8.2. Tier 2 Support - Issues that cannot be resolved at Tier 1 are escalated to Tier 2 where more experienced engineers attempt to resolve the issue.

1.8.3. Tier 3 Support - Issues that cannot be resolved at Tier 2 are escalated to Tier 3 where the highest-level engineers and a member of management attempt to resolve the issue. Issues at Tier 3 may require involvement of 3rd party vendor support engineers or carriers to be involved.

1.8.4. Projects and scheduled requests - Some calls for service may be tagged as non-critical. These will generate work orders that will be assigned on next available slot or be set for a specific date/time. Non managed services related to support will require additional discovery and quote as a separate project. An additional PO will be required to provide services.

1.9. Problem Resolution

1.9.1. **Fixed Right First Time** - If the same problem requires multiple calls or visits for the exact same issue, subsequent calls and visit will not be billed or count against the included hours in the contract

1.9.2. **Service Requests** - Designated users at Client can open a service request by contacting our **office at (877) 236-1328**, send an email to **support@barcoment.com** with issue details, or request a ticket on the customer portal at **cw.barcoment.com/support**

1.10. Call Procedure:

1.10.1. A technician will attempt to resolve the issue by phone, by asking questions and trying to "walk" the user to a resolution.

1.10.2. If that is not successful, the technician will attempt to remotely fix the issue using a remote access across the remote access technology VPN, or Network Alliance's support portal.

1.10.3. If that is not successful, the technician will be dispatched to the site within the time frame outlined and will resolve the issue after approval from customer.

1.10.4. If the issue is an emergency that effects complete system function and fully down solution, a technician will be dispatched immediately with customer approval. The first two steps above will be bypassed only at the customer request.

2. Customer Communication

- 2.1.** Call Log – Invoice of calls received and resolution. Details will include date/time of call, problem, description of resolution, and type of resolution (phone, remote access or site visit)
- 2.2.** Customer Portal- Customers will have the ability to request service tickets as well as view status of service tickets.

3. Response Times:

- 3.1.** Remote Support - Standard Business Hours: **1 Hour from initial call**
- 3.2.** Onsite Emergency Support - Standard Business Hours: **4 to 5 Hours from time of dispatch** (Rate per hour \$185.00 plus standard travel cost (IRS Rates will apply)
- 3.3. Includes 24x7 support-** 24x7 support is handled by on-call personnel during off-hours and holidays with a 2-hour initial response time. The Client will be required to leave contact and issue details with the answering service, so we may return the call and proceed with initial diagnostic steps.
- 3.4.** Network Alliance Business Hours - **Monday - Friday 7:30am - 6:00pm and Saturday 8:00am – 5:00pm.** Phones and emails are answered by live service coordinator or engineer.

This excludes Observed Holidays when an on-call technician will be available, but the office will be closed.
Observed Holidays – Network Alliance Offices Closed

- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day – Monday
 - Thanksgiving Day
 - Christmas Day
- *On Call Technician Available for All Dates Above*

3.4.1. On Call Engineer - During hours outside business hours, the Client may use the same contact number to reach the on-call engineer. After hours our answering service will take the calls and send them to our team. Alternatively, the Client may open a service request outside of business hours via email to support@Network-Alliance.net

4. Key Assumptions

- 4.1.** The following general assumptions have been made in the development of our work plan and are directly associated with our agreement. Client should verify accuracy of pricing by carefully reviewing the following assumptions.
 - 4.1.1.** All fees and expenses set forth in this section are, therefore, contingent upon the accuracy of these assumptions and are subject to change if any such assumption is deemed incorrect by the Client or Network Alliance.

-
- 4.1.2. Network Alliance will interface with Client personnel as necessary to complete the identified tasks.
 - 4.1.3. Network Alliance will require that a Client employee be made readily available during all down-time or trouble situations.
 - 4.1.4. Network Alliance will not be held responsible for delays in the timetable due to the absence of information or resources from Client sources.
 - 4.1.5. To ensure resolution(s) in a timely manner, Client will provide access to all necessary facilities.
 - 4.1.6. Client will provide passwords and necessary credentials to affected systems.
 - 4.1.7. Priority - Network Alliance will not address other customer's issues while onsite.

5. Network Alliance Responsibilities

- 5.1. Network Alliance will utilize all available technologies in delivering product that ensures maximum uptime for Client.
- 5.2. Network Alliance agrees to assign necessary personnel to project manage all activities of this Contract and to serve as the primary point of contact with the Client team.
- 5.3. Network Alliance will convey all requests for information as soon as is reasonably possible.
- 5.4. Network Alliance will provide progress reports on the status of all work in progress on a regular basis.
- 5.5. Network Alliance will inform Client of any delays, as well as all alternatives to resolving delays, as soon as is reasonably possible.

6. Client Responsibilities

- 6.1. Client agrees to designate a point of contact at the location with responsibility and authority for review and approval of deliverables under this Contract.
- 6.2. Client will provide a work area and access to systems and personnel as jointly agreed upon by Client and Network Alliance (hereinafter "the Parties").
 - 6.2.1. Since time is a critical factor in this contract, Client should plan accordingly to have the work area and access to systems and personnel available to Network Alliance as soon as possible. Time is of the essence regarding the Parties' performance.
- 6.3. Client is responsible for all hardware. Network Alliance will diagnose and fix hardware issues, **but costs for purchase and shipping of hardware will be the responsibility of the Client.**

7. Contract Details

- 7.1.1. Client has **3** location and **2 Cisco UC** servers, **2 Cisco ISR's** supporting up to **100** voice users at time of contracting. Please see the hardware specifications listed below:

2	BE6H-M5-K9	BUSINESS ED 6000H M5 APPL EXPORT RESTR
2	ISR4331/K9	ISR 4331 2GE 2NIM 1SM 4G FL 4G DRAM IPB
2	SL-4330-UC-K9	UNIFIED COMM LIC FOR ISR 4330 SERIES
20	SRST-EP	SRST 1 SRST ENDPOINT LIC
2	NIM-2FXS/4FXOP	2PT FXS FXS-E DID AND 4PT FXO NTWK I/F

1	EMRGNCY-RSPNDR	Emergency Responder Electronic or Physical Software Delivery
1	CON-ECMU-EMRGNCY	SWSS UPGRADES EMRGNCY RSPNDR
1	ER-NEW-OR-ADDON	Not an upgrade
300	ER12-USR-1	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 12X SYSTEM
300	CON-ECMU-ER12USR1	SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 12X
1	ER12.5-SW-K9	EMRGNCY RSPNDR 12.5 SW NEW

7.1.2. Client Locations covered:

5816 Daugherty Ave, Laredo, TX 78041

1110 Houston St, Laredo, TX 78040

1102 Bob Bullock Loop, Laredo, TX 78043

7.1.3. Onboarding includes software installation, site documentation, and “known issue” resolution. A fee of **\$5,250.00** will be assessed upon completion

7.1.4. Monthly fee of **\$3,885.00** will be assessed to cover the items listed in the contract including the following:

7.1.5. Remote/Onsite Support – Unlimited hours per month are included in the contract.

7.1.5.1. Excluded items from Unlimited hours will be billed out at rates below, and every attempt will be made to quote in advance.

7.1.5.1.1. Project support for remote support will be billed at **\$150.00** per 1 remote hour

7.1.5.1.2. Project support for onsite support will be billed at **\$185.00** per onsite hour, with 4 hour minimum plus applicable travel expenses

7.1.5.1.3. Contact center remote script support \$250.00 per script average 50 to 100 words

7.1.5.2. Examples of excluded items or Project based needs are:

- Replacement of major hardware (server, switch, firewall, etc.)
- Installation of new or replacement hardware
- Cutover of new internet or phone services
- Implementation of new software
- Installs that will require multiple site visits and will be 8+ hours to complete
- Project that require assigned Project Management from Network Alliance

8. Terms, Conditions and Covenants

8.1. Payment shall be made pursuant to the following schedule:

8.1.1. Network Alliance will invoice Client monthly on the 1st of each month for the next month.

8.1.2. The overage invoice will be sent no later than the 5th of each month.

8.1.3. Disputes must be brought to Network Alliance's attention prior to the 1st of the following month.

8.2. This Contract shall be in effect for a term of **12 months**.

8.2.1. At the end of the 12-month period Network Alliance will meet with client regarding changes to support cost and coverage and a new contract will be put in place.

8.2.2. If a new support contract is not put in effect client will continue a month to month basis under current terms.

8.2.3. If the Client should wish to terminate the support at any time a thirty-day written notice is required.

8.3. In the event Client does not effectuate payment of any balance due, Network Alliance shall be entitled to a late payment penalty calculated \$50.00 late fee plus \$25.00 accruing every 30 days that payment is past due.

8.3.1. *If late fees are accruing, then Network Alliance can list client as a "Do Not Service" until payment is made*

8.4. Network Alliance agrees to indemnify, defend, and hold harmless Client from any cause of action relating to this Contract, or any cause of action arising from the outcome of this Contract, including all actual, consequential, and incidental damages which may be occasioned by Network Alliance, its clients, its successors, or assigns.

8.5. The Parties hereto agree that any change in this Contract and/or assumptions which may impact Network Alliance fees and expenses, will be discussed and approved by the Parties prior to proceeding. In no event will Network Alliance be subject to liability because of Client's failure to provide Network Alliance with timely, necessary, and accurate information.

8.6. The Parties agree that this Contract may be transferred or assigned to a third-party only upon obtaining written consent between the Parties herein. However, the Parties agree that any such assignment or transfer shall not be unreasonably withheld.

8.7. Client and Network Alliance agree that the breach or threatened breach of any of the covenants contained in this Contract may result in irreparable damage to Client/Network Alliance, not adequately remedied by an action at law, and accordingly, Client shall be entitled to injunctive relief in addition to all other remedies available at law or equity.

8.8. In the event of any dispute, claim, or controversy relating to or arising from this Contract, or any breach, threatened breach, or alleged breach thereof, the Parties hereby expressly waive and relinquish any and all right to a trial by jury.

8.9. This Contract is executed under the laws of the State of Texas, United States of America, and the Parties hereto stipulate and avail themselves to the jurisdiction of the courts and venue in Travis County, Texas, and that the laws of the State of Texas shall govern any controversy hereunder.

8.10. This Contract cancels and renders null and void, and of no force or effect, any and all other prior or contemporaneous contracts between the Parties. This document constitutes the entire integrated Contract between Network Alliance and Client. Client acknowledges that no other separate, oral or written promise, assurance, representation, or statement exists or was made to induce Client to enter into this Contract. Client expressly waives any right to claim reliance upon any inducement or representation not specifically contained herein and acknowledges that Client's execution of this Contract establishes the mutual intent that no other understanding exists between the Parties herein. Any subsequent modification hereto must be reduced to writing and executed by and between the Parties in order to be binding.

8.11. Either party's acquiescence or failure to defend and invoke any portion of this Contract shall in no way diminish the opposite party's right to enforce the terms and conditions of this Contract. To the extent that a restriction or provision contained in this Contract is more restrictive than permitted by the laws of the jurisdiction where this Contract may be subject to review and interpretation, the terms of such restriction or provision, for the purpose only of the operation of such restriction or provision in such jurisdiction, shall be enforced to the maximum extent allowed by the laws of such jurisdiction, and such restriction or provision shall be deemed to have been revised accordingly herein. If any particular provision of this Contract shall, nonetheless, be adjudicated to be invalid or unenforceable after application of the forgoing intent of the Parties, the remaining provisions shall be severable and enforceable in accordance with their terms.

8.12. Unless otherwise agreed to in writing between the Parties hereto, neither party shall solicit or otherwise entice or induce for employment (or the performing of services) any employee or contractor of the opposite Party.

8.13. Confidentiality: Network Alliance will use the Confidential Information only to further the relationship between the parties. If any material non-public information is disclosed, then Network Alliance will treat that information as "confidential" and will not disclose the information to any 3rd party without written consent of Client.

8.14. By signing this Contract, the Parties hereto agree to all terms, conditions and covenants contained herein. The Parties acknowledge that this is a legally binding Contract and the Parties fully acknowledge that they each have accepted this Contract of their own free will and that the signing of this document was not the result of coercion or duress and that both Parties sought and received, or had the opportunity to seek and receive, the advice of legal counsel, of their choice, prior to signing this Contract.

Contract Term Date: April 1, 2020 and will continue until April 1, 2021 with a two year renewal option

Accepted and Agreed to by:

City of Laredo Utilities Department

Network Alliance Technology Solutions

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Michael F. Rodgers, Acting Utilities Department Director, Miguel A. Pesador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-075 to the low bidder Magellan Dredging, Richmond, Texas in the amount of \$179,308.00 for the dredging of approximately 8,000 cubic yards of sediment from in front of the El Pico Water Treatment Plant intake structure to improve the hydraulic flow from the Rio Grande River. The estimated time for completion of this project is thirty (30) working days. Funding is available in the Utilities Waterworks Construction Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bids and received two (2) bid submittals through Cit-E-Bid for awarding a contract for the dredging of approximately 8,000 cubic yards of sediment from in front of the El Pico Water Treatment Plant intake structure to improve the hydraulic flow from the Rio Grande River. This project shall consist of all labor, equipment, and related appurtenances required to complete this project. City staff is recommending that this contract be awarded to the low bidder Magellan Dredging Inc. The estimated time for completion of this project is thirty working days.

Pricing Summary

		Magellan	U.S. Underwater	U.S. Underwater
--	--	-----------------	------------------------	------------------------

		Dredging, Inc.	Services***A	Services***B
Dredge 8,000 Cubic Yards of Water Sediment	UOM	Total Cost	Total Cost	Total Cost
Mobilization	Lump Sum	\$ 121,808.00	\$ 2,340.00	\$ 2,340.00
Equipment & Materials	Lump Sum	\$ 24,150.00	\$ 65,000.00	\$ 39,000.00
Labor	Lump Sum	\$ 33,350.00	\$ 116,250.00	\$ 81,375.00
	Total	\$ 179,308.00	\$ 183,590.00	\$ 122,715.00
		Dredging 8,000 CY	Dredging 8,000 CY	Dredging only 4,500 CY

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4150-538-0353
Change Order: Exceeds 25% Y/N:

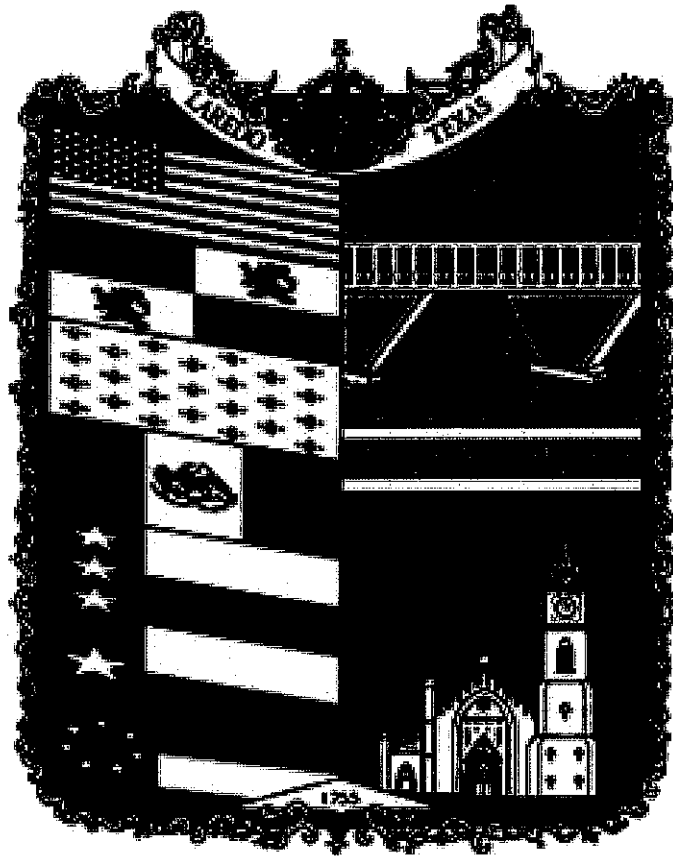
FINANCIAL IMPACT:

Funding for this project is available in the Waterworks Construction Fund.

Attachments

Bid Tab FY20-075
FY20-075 Contract

Line #	Description	QTY	UOM	Magellan Dredging, Inc.		U.S. Underwater Services, LLC***A		U.S. Underwater Services, LLC***B	
				Total Price	Extended	Total Price	Extended	Total Price	Extended
1	Section 1: Dredge Water Sediment at El Pico Water Treatment Plant	1	EA	\$179,308.00	\$179,308.00	\$183,590.00	\$183,590.00	\$122,715.00	\$122,715.00
1.1	Mobilization (Lump Sum)	1	Lump Sum	\$121,808.00		\$2,340.00		\$2,340.00	
1.2	Equipment Materials (Lump Sum)	1	Lump Sum	\$24,150.00		\$65,000.00		\$39,000.00	
1.3	Labor (Lump Sum)	1	Lump Sum	\$33,350.00		\$116,250.00		\$81,375.00	



FY20-075

Magellan Dredging, Inc.

Supplier Response

Event Information

Number: FY20-075
Title: El Pico WTP Dredge River Water Sediment – Utilities Department
Type: Request For Bid
Issue Date: 6/16/2020
Deadline: 7/8/2020 05:00 PM (CT)

Notes: Vendors are strongly encouraged to attend the Pre-Bid Meeting which will be held on Tuesday, June 23, 2020 at 11:00 AM at the El Pico Water Treatment Plant located at 19002 Riverbank Road, Laredo, Texas 78045. Utilities Department Contact: Tony Moreno, 956-795-2620.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with

the following:

- Name of Bid**
- Name of Company submitting Bid**
- Address of Company submitting Bid**

1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Contact Information

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

Magellan Dredging, Inc. Information

Address: P.O. Box 1173
Richmond, TX 77406
Phone: (832) 453-9891
Email: patel@magellandredging.com

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

Rusi Patel
Signature

patel@magellandredging.com
Email

Submitted at 7/8/2020 11:01:43 AM

Response Attachments

Non Collusive Affidavit & Conflict of Interest Questionnaire.pdf

Non Collusive Affidavit & Conflict of Interest Questionnaire

Bid Attributes

1 Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

2 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

3	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
4	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Magellan Dredging, Inc., Rusi Patel, President, 832-453-9891
5	State how long under has the business been in its present business name 2019
6	If applicable, list all other names under which the Business identified above operated in the last five years N/A
7	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
8	Questions Part 1 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No for all questions
9	Questions Part 2 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No for all questions
10	State if the Company is a certified minority business enterprise Historically Underutilized Business (HUB)

1
1 **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.

1
2 **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.

1
3 **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

1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a New Submission
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Rusi P. Patel
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department El Pico WTP Dredge River Water Sediment - Utilities Department
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) Magellan Dredging, Inc.
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. Not Applicable
2 0	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
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract Not Applicable
2 2	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
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Not Applicable
2 4	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A

25 **Question 7. Disclosure of political contributions**
 List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

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

26 **Question 7. Disclosure of policitcal contributions**
 If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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

28 **Question 8. Discloure of Conflict of Interest**
 Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

29 **8. Disclosure of Conflict of Interest**
 If you selected I am aware of conflict of interest is question 8, please list them in this section.

30 **Question 9. Updates Required**
 I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

31 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**
 I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

3 2	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. <input type="text" value="I have acknowledge that I have been advised"/>
----------------------	---

3 3	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="1) Rusi Patel
2) President
3) Magellan Dredging, Inc.
4) 7/7/20"/>
----------------------	---

3 4	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. <input type="text" value="I swear or affirm information is correct"/>
----------------------	--

3 5	Company Information Questionnaire <input type="text" value="I have completed this section"/>
----------------------	--

3 6	Conflict of Interest Questionnaire <input type="text" value="I have completed this section"/>
----------------------	---

3 7	Non-Collusive Affidavit <input type="text" value="I have completed and included this form"/>
----------------------	--

3 8	Discretionary Contracts Disclosure <input type="text" value="I have completed this section"/>
----------------------	---

3
9 **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:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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

4
0 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This bid shall be awarded by item total to the lowest responsible bidder 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 multiple bidders based on Best Value and 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 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 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 inquiries 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

4 **Insurance Terms and Conditions**

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

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

4 **Ordinance 2018-O-175**

2 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

Bid Lines

1	Package Header		
	Section I: Dredge Water Sediment at El Pico Water Treatment Plant		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Total:	<input type="text" value="\$179,308.00"/>
	Item Notes:		
Package Items			
	1.1 Mobilization (Lump Sum)		
	Quantity: <u> 1 </u> UOM: <u> Lump Sum </u>	Price: <input type="text" value="\$121,808.00"/>	Total: <input type="text" value="\$121,808.00"/>
	1.2 Equipment & Materials (Lump Sum)		
	Quantity: <u> 1 </u> UOM: <u> Lump Sum </u>	Price: <input type="text" value="\$24,150.00"/>	Total: <input type="text" value="\$24,150.00"/>
	1.3 Labor (Lump Sum)		
	Quantity: <u> 1 </u> UOM: <u> Lump Sum </u>	Price: <input type="text" value="\$33,350.00"/>	Total: <input type="text" value="\$33,350.00"/>

Response Total: \$179,308.00

CITY OF LAREDO
PURCHASING DIVISION

25.0 **Tab D**

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

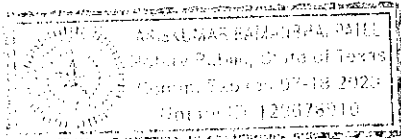
Being first duly sworn, deposes and says:

That he/she is President ^{Officer} of Magellan Prodigy, Inc
(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 05th day of July 2020.



Aracelis
Notary Public

My commission expires:

July 18 2023

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name Nusi Patel

Signature [Signature]

Date 7/8/20

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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 Code as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

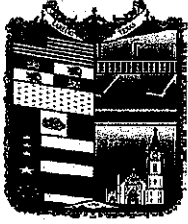
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**DREDGE WATER SEDIMENT
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract to dredge approximately 8,000 cubic yards of sediment from in front of the El Pico WTP intake structure to improve the hydraulic flow from the Rio Grande River for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Citi-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 8, 2020**; and all bids received will be opened and read publicly at **11:00 AM at the Office of the City Secretary on July 9, 2020**.

Vendors are strongly encouraged to attend the Pre-Bid Meeting which will be held on Tuesday, June 23, 2020 at 11:00 AM at the El Pico Water Treatment Plant located at 19002 Riverbank Road, Laredo, Texas 78045. Utilities Department Contact: Tony Moreno, 956-795-2620.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: El Pico WTP Dredge River Water Sediment – Utilities Department
FY20-075**

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.

ANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
 - Name of Bid
 - Name of Company submitting Bid
 - Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe. City Secretary's Office

CITY OF LAREDO
PURCHASING DIVISION



**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 a contract to dredge approximately 8,000 cubic yards of sediment from in front of the El Pico WTP intake structure to improve the hydraulic flow from the Rio Grande River for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.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 July 8, 2020** and all bids received will be **opened** and read publicly on **July 9, 2020 at 11:00 AM.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: Dredge Water Sediment – Utilities Department
FY20-075**

**Bids can be downloaded and submitted through
Cit-E-Bid:**

<https://cityoflaredo.ionwave.net/Login.aspx>

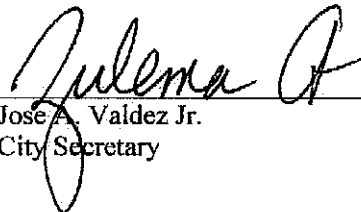
Hand Delivered:

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 16th DAY OF JUNE 2020.

For:


Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 item total 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

**CITY OF LAREDO
PURCHASING DIVISION**

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

**CITY OF LAREDO
PURCHASING DIVISION**

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.

**CITY OF LAREDO
PURCHASING DIVISION**

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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of 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.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Dredge Water Sediment
Utilities Department

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, to award a contract dredge approximately 8,000 cubic yards of sediment from in front of the El Pico WTP intake structure to improve the hydraulic flow from the Rio Grande River. 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>

Utilities Department point of contact: Tony Moreno (956) 795-2620 tmoreno@ci.laredo.tx.us

- 15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, June 30, 2020 to: ealdape@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. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

- 16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

- 16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

- 16.4 Location: The El Pico Water Plant raw water intake from Rio Grande. The plant is located at 19002 Riverbank Road, Laredo, Texas, 78045. **Refer to Attachment A** (last page of bid document).

17.0 Service Specifications

The City of Laredo is pulling sediment from the Rio Grande River at the El Pico WTP intake structure and we believe it may be caused by the intake screens being covered.

18.0 Scope of Work

Dredge approximately 8,000 cubic yards of sediment from in front of the El Pico WTP intake structure to improve the hydraulic flow from the Rio Grande River. Sediment to be discharged downstream to clear the area in front of the intake structure. Dredging area highlighted in **Attachment A**.

- 18.1 Contractor is to provide the following: dredging equipment, skilled labor, security for all equipment that is left on onsite (if required). The City of Laredo crane support to lower pumps into the river at the intake.

- 18.2 If divers are used then diving contractor must:

18.2.1 Be an ADCI Member Company (certificate must be submitted with bid).

18.2.2 Utilize a minimum of a 4 man dive team: Dive Supervisor, Diver, Standby Diver, and Tender.

**CITY OF LAREDO
PURCHASING DIVISION**

18.2.3 Bidders shall be required to submit a copy of their company's Safe Practices or Operations Manual for review. That documentation must include a copy of the applicable National regulation(s) and shall be present at the dive station throughout any operation conducted. This document shall include at minimum the following:

18.2.3.1 Safety procedures and checklists for each diving mode used.

18.2.3.2 Diving checklists: pre- and post-dive.

18.2.3.3 Dive team assignments and responsibilities.

18.2.3.4 Equipment procedures and checklists for each diving mode used.

18.2.3.5 Emergency procedures for: equipment failure, adverse environmental conditions including but not limited to weather, medical illness and treatment of injury, and Fire.

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 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 item total 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.

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

Tab G - Form 1295

CITY OF LAREDO
PURCHASING DIVISION

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) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

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 _____

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

**CITY OF LAREDO
PURCHASING DIVISION**

23.0 Tab B Price Schedule

23.1 Section I: Dredge Water Sediment

Item	Description	Qty.	Unit Cost	Total Cost
1	Mobilization (Lump Sum)	1	\$	\$
2	Equipment & Materials (Lump Sum)	1	\$	\$
3	Labor (Lump Sum)	1	\$	\$
TOTAL SECTION I				\$

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."

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

CITY OF LAREDO
PURCHASING DIVISION

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

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 Code to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

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 _____
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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:

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 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:

**CITY OF LAREDO
PURCHASING DIVISION**

***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 2.01 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 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.

**CITY OF LAREDO
PURCHASING DIVISION**

***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

**CITY OF LAREDO
PURCHASING DIVISION**

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.			
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. <input type="checkbox"/>			
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			

CITY OF LAREDO
PURCHASING DIVISION

28.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 8, 2020; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on July 9, 2020.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Dredge Water Sediment – Utilities Department
FY20-075**

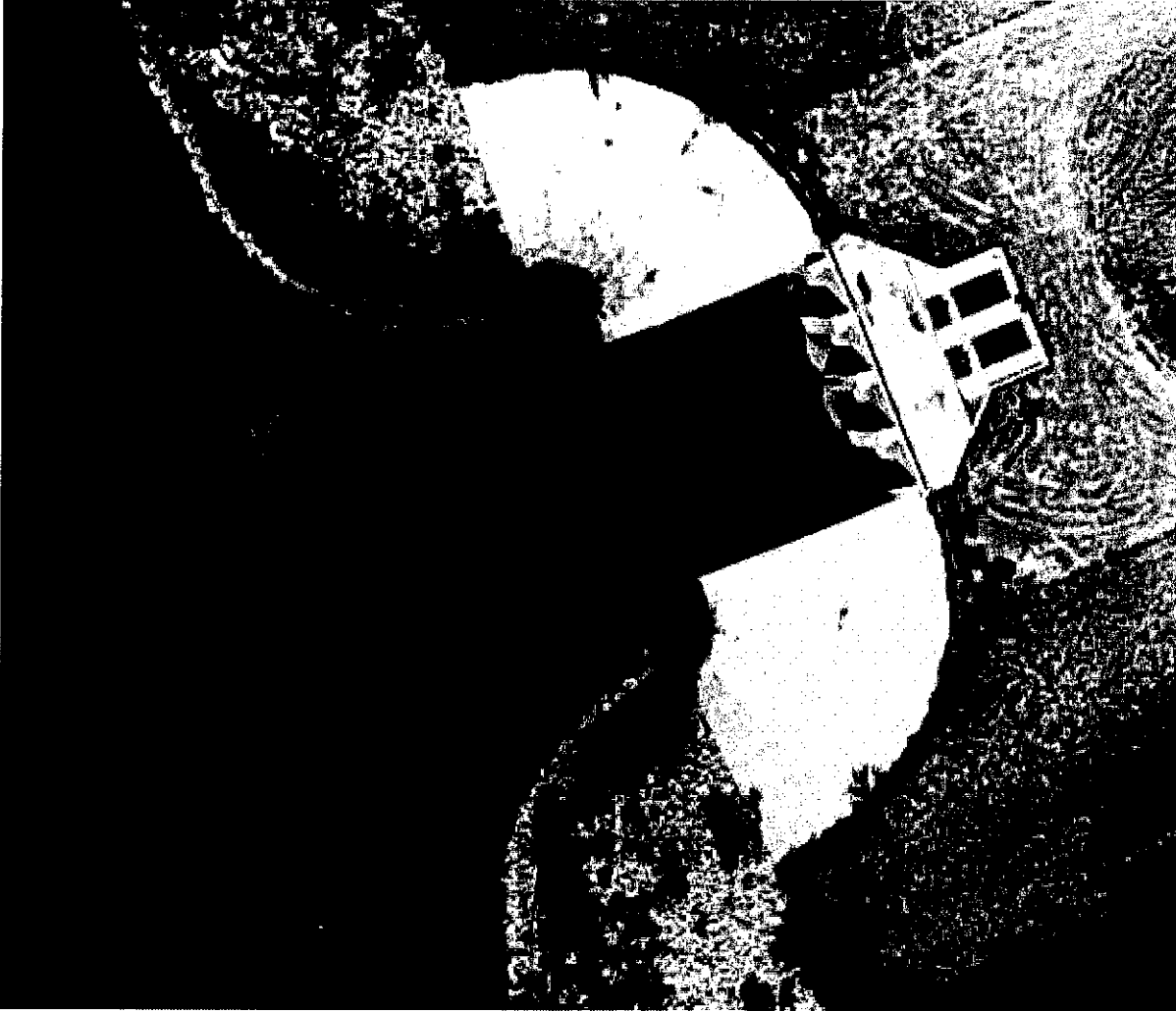
Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Attachment A



City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Michael F. Rodgers - Acting Utilities Director

SUBJECT

Consideration for approval of the selection of engineering consultant, JBS Water, based on Request For Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the Comprehensive Water Distribution & Meter Management Audit 2020. No financial impact.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Request For Qualifications (RFQ) were advertised on June 14 & 21, 2020 and the RFQ was closed on July 6, 2020. A total of one (1) firm, JBS Water (the firm had successfully completed the same study for the City in 2016), responded to the request and staff from various divisions within the Utilities Department reviewed the submittals and after considering the firm's qualifications based on: 1) Previous Experience; 2) Qualification of Team; 3) Approach to Work; and 4) Project Description of five (5) recent Projects of Similar Scope, staff unanimously recommend to negotiate a contract with JBS Water for the Project.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of Motion

Fiscal Impact

Fiscal Year:

2020

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact at this juncture. If required, the contract awarding will be brought back to Council on a later date for approval.

Attachments

Evaluation



5816 Daugherty Avenue
 Laredo, TX 78041
 (956) 721-2000



Comprehensive Water Distribution & Meter Management Audit 2020		Last Updated: 7/10/2020
Consulting Firm	Rank	
JBS Water	1	

	JBS Water				
	Staff #1	Staff #2	Staff #3	Staff #4	Staff #5
Previous experience of firm or individual (25 max.)	25	25	25	25	25
Qualifications of Principal-in-charge (6 max)	6	6	6	6	6
Qualifications of Project Manager (8 max)	8	8	8	8	8
Qualifications of Project Engineer (11 max)	10	10	10	9	11
Understanding and Approach to project scope (10 max)	10	9	9	9	10
Schedule (7 max)	7	7	6	7	7
Methodology (8 max)	8	7	7	8	8
Project Description for 5 recent Projects of similar scope (5 max)	5	5	5	4	4
Scoring (80 max.).....	79	77	76	76	79
Ranking	1	1	1	1	1

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Michael F. Rodgers, Acting Utilities Director

SUBJECT

Consideration to accept a donation from Pedal Valves, Luling, LA. of approximately 1,200 automated meter reading (AMR) meter registers and antennas that have received minor damage and have no value to Pedal Valves. This items will not be placed into inventory and will be used as spare parts. These 1,200 items hold a parts list price value of \$153,252.00 when new and under warranty.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Pedal Valves worked on an AMR meter project where some of the inventory receive minor damage due to a hurricane. These items had no value to them but they knew that Laredo uses the same AMR meter items so offered them to Laredo at no cost as they were getting ready to dispose of these items.

The items consist of approximately 1,200 registers and antennas (mostly 5/8" X 3/4"). The material would not be placed in the Utilities inventory but would be used as spares. The registers would be tested and the antennas are expected to be in good condition. The items would at current costs be worth a total of \$153,252.00.

This material would provide staff additional resources as material is very limited due to budgetary constraints.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

To approve this motion.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Fiscal Year: 2020

Budgeted Y/N?: N/A

Source of Funds: N/A

Account #: N/A

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Michael F. Rodgers - Acting Utilities Director

SUBJECT

Authorize City Manager to negotiate and accept a Developer's Contribution of \$150,000.00 from North Laredo Industrial Park, Ltd for the recommissioning of the Hachar Booster Station. North Laredo Industrial Park is under construction and future phases are being developed and planned for construction. The contribution amount will be determined on the fair share for the development area and the actual cost of the improvement.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The area is experiencing greater water demand that can potentially cause low pressure issues to the surrounding customers or future customers. In an effort to provide adequate pressure to the area requires the recommissioning of the Hachar Booster Station.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommend approval of motion as presented.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No financial impact.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello

Staff Source: Gilberto Sanchez

SUBJECT

Submission of the Proposed Fiscal Year 2021 Annual Budget as per Article VI, Section 6.02, Submission of Budget, which states "At least sixty (60) days before the end of the fiscal year the City Manager shall present to the Council a budget for ensuing fiscal year with accompanying budget message."

PREVIOUS COUNCIL ACTION

NA

BACKGROUND

NA

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

NA

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello

Staff Source: Gilberto Sanchez

SUBJECT

Submitting the Proposed 2021-2025 Capital Improvement Plan (CIP) as per Article VI, Section 6.05 of the City Charter, which states that "the City Manager shall prepare and submit a five (5) year capital program at least sixty (60) days before the end of the fiscal year."

PREVIOUS COUNCIL ACTION

NA

BACKGROUND

NA

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

NA

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 07/27/2020

Staff Source: Ramon Chavez, City Engineer

SUBJECT

Discussion with possible action regarding the City of Laredo Tennis Complex at Texas A&M International University (TAMIU) to be awarded to the lowest bidder; and any other matters incident thereto.

PREVIOUS COUNCIL ACTION

.

BACKGROUND

.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Michael F. Rodgers

SUBJECT

Discussion with possible action to extend the Utility Assistance Program through the end of August 2020. Under the Program, late fees, disconnections and credit card fees for online payments have been suspended. Additionally, qualified applicants with supporting unemployed/underemployed documentation from the Texas Work Force Commission can receive Utility Bill payment assistance up to \$125.00 per month for their residential accounts.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?: N/A

Source of Funds: N/A

Account #: N/A

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Loss of potential revenue to be determined.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Tina Martinez, Community Development Director

SUBJECT

Status update on the 2020 Census; and any other matters incident thereto.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Juan J. Gomez, Parks Director

SUBJECT

Status update on the parkland dedication by Jose Medina; and any other matters incident thereto.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular

Meeting Date: 07/27/2020

Staff Source: Kristina Laurel Hale, Assistant City Manager and Acting City Attorney

SUBJECT

Request for Executive Session pursuant to Texas Local Government Code 551.071 related to litigation involving *Civil No. 5:20-CV-101; United States of America v. 207.9395 Acres of Land, more or less, situate in Webb County, State of Texas, and City of Laredo*; pending in the United States District Court for the Southern District of Texas Laredo Division; and return to open session for possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Contingent on any action during discussion.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Kristina L. Hale, Assistant City Manager

Staff Source: Kristina Laurel Hale, Assistant City Manager and Acting City Attorney

SUBJECT

Request for Executive Session pursuant to Texas Government Code 551.071 and 551.072 related to possible litigation and the Offer to Sell Real Property 15.464 acres located in La Grulla, Texas owned by the City of Laredo pursuant to Federal Condemnation Case No. 7:18-CV-375; styled United States of America v. 801.077 Acres of Land, more or less, situated in Starr County, State of Texas, and City of Laredo, et al.; closed in the U.S. Southern District of Texas, McAllen Division.

PREVIOUS COUNCIL ACTION

n/a

BACKGROUND

n/a

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

n/a

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?: n

Source of Funds: n/a

Account #: n/a

Change Order: Exceeds 25% Y/N: n/a

FINANCIAL IMPACT:

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Contingent on any action taken during discussion.

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudia San Miguel, Transit General Manager

SUBJECT

2020-RT-09 Authorizing the City Manager and staff to apply and submit a grant application to the Texas Department of Transportation Urban STATE-U-2020-LAREDO-00195 for FY2021 in the amount of \$637,564.00 to be used for preventative maintenance from the State Public Transportation funds for Large Urban, Small Urban and Rural areas of the state by the General Appropriations Act enacted by the 86th Texas Legislature regular session and approved on June 25, 2020 by the Texas Transportation Commission on minute order 115771.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

On June 25, 2020, the Texas Transportation Commission passed Minute Order 115771. This Minute Order awards \$34.9 million in state public transportation projects for large urban, small urban and rural transit districts in the State of Texas by the General Appropriations Act enacted by the 86th Texas Legislature Regular Session. The FY2021 state allocation for the City of Laredo is \$637,564 to be used for Preventative Maintenance for Fixed-Route Bus and Paratransit (El Lift) services. There is no local match required for this grant program.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval to apply, accept and execute this grant. Funds to be allocated for preventive maintenance (parts and wages) for Fixed Route and Paratransit Service,

Fiscal Impact

Fiscal Year: 2021
Budgeted Y/N?: Y
Source of Funds: Transit System
Account #: 518-0000-323-2001
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Grant funds will be deposited in the State Operating Grant line item in FY2021.

Attachments

Grant Application
Funding Allocation
Minute Order 115771
Resolution No. 2020-RT-09

Application Instructions	<u>Application Instructions</u>
Agency Name	Laredo, City of
Person to be contacted regarding this application	
First Name *	Eduardo
Last Name *	Bernal
Phone Number *	(956) 795-2250
Email Address *	ebernal@ci.laredo.tx.us
By checking this box, you are indicating that the service profile for this organization is accurate. *	<input checked="" type="checkbox"/>
Project Service Area *	<input checked="" type="checkbox"/> Urban Rural
If "Urban" is selected, please select the urbanized area.	Laredo

General Information

1. Describe the proposed project(s) for which the funds will be used. *

The City of Laredo and the Laredo Transit Management Inc. (El Metro) will use these grants funds for capital preventative maintenance expenses for fixed route and ADA Complementary Paratransit services within the city limits of Laredo . The Transit Bus System operates a total of 22 fixed bus routes Monday thru Sunday 363 days a year. The Para Transit services includes 21 accessible vans. The Paratransit service operates the same hours as fixed route with the exception of 3 days of the week that the service starts as 5:00 AM to transport clients to dialysis centers. Grant funds will use for maintaining and operating El Metro fleet that includes fuel, parts, labor and body work. The City of Laredo contracts First Transit based in Cincinnati Ohio to managed the daily bus operations of El Metro. The sub recipient will be operating the service. The Laredo Transit operates a "pulse" system with a main transfer station located in the downtown area in Laredo just a few blocks from Nuevo Laredo, Mexico. All fixed route buses have a schedule to board and alight bus passengers in the station within a 20-70 minute headways. Bus transfers are available for those passengers that need to transfer to another bus to their final destination. El Metro operates a local service in the city limits and Paratransit service is limited to 3/4 of a mile of the nearest bus route. Grant funds will be for Preventative Maintenance in the amount of \$637,564. under ALI Code 11-7A.00. These funds will be broken down by the following budget line items: Personnel (70%), Supplies (25%) and Contractual (5%) as possible.

2. Provide a description of how the need/demand for the proposed project(s) was determined. *

As the city's only public transportation provider , the LTMI will used the funds to continue public bus service to the citizens and visitors of Laredo . The city has a population of over 250,000 and continues to grow every day. The bus system has been operational since 1975. Total ridership is expected to reach 2.0 million rides in FY 2021. The grant funds is estimated to be used for: Personnel=\$446,295, Supplies=\$159,391, and Contractual=\$31,878 for a grand total of \$637,564.

3. Describe the anticipated benefits of the project. *

The anticipated benefits of the project is to continue public bus service for the citizens and visitors of Laredo. The majority of the ridership are transit dependent of public transportation. The riders that were recently surveyed do not own a vehicle and use the Metro bus more than 3 times a week. As a result, it is critical for these grant funds to continue the bus service for these riders to go to work, school, hospice, doctor's visits or just shopping that depend on the Metro bus and van services.

4. Identify and describe methods to procure goods and/or services related to this project.

LTMI will be using the LTMI Purchasing and Procurement Policy manual revised and approved by FTA . This policy will be used for the purchase of parts, oil, fuel and shop equipment. In addition, LTMI will follow the City of Laredo Finance Policy and Procedures for payroll for this project .

5. If vendors have been previously selected, complete the following (press the save button for additional rows).

Vendor Name	Description of goods/services

6. Is the proposed project is consistent with continuing, cooperating, and comprehensive regional transportation planning implemented in accordance with 49 U.S.C. §5301? *

Yes No

Attachments

Upload any additional documents relevant to this application per the application's instructions.

Description

Upload

Vehicle Projects

Vehicle projects include the purchase, rebuild and overhaul of vehicles.

1. Are Vehicle Capital expenses parts of the proposed project ?

Yes No

2. Identify the specific vehicle(s) to be replaced or rebuilt.
(press the save button for additional rows)
Enter License and VIN of vehicle to be replaced/rebuilt

License #	VIN	Reason to select this vehicle	Replace/Rebuild
-----------	-----	-------------------------------	-----------------

Note: vehicles must meet useful life standards to be considered for replacement

3. Identify the vehicle type(s) to be purchased.
(press the save button for additional rows)

Vehicle type to be purchased	Reason to select this vehicle
------------------------------	-------------------------------

4. If vehicles are proposed to be purchased, will the vehicles be ADA accessible?

Note1: A non-accessible vehicle requires a "waiver" with the Public Transportation Coordinator's endorsement prior to entering into a grant agreement.

Note2: All fixed route service vehicles are required by FTA to be accessible and will not be granted waivers .

Yes No N/A

Upload an approved copy of Form PTN-116 Request to Purchase Non-Accessible Vehicle(s) in the field provided below.

Form PTN-116 upload

Other Capital

Other Capital includes, but is not limited to: shop equipment, communication and computer equipment, hardware and/or software, preventive maintenance, purchase of service, and other miscellaneous equipment. (Program limitations may apply.)

5. Are Other Capital expenses part of the proposed project description?

Yes No

6. Describe the scope of the Other Capital project in detail.

7. Describe the need for the Other Capital project. Specifically, identify how the project was selected and what service improvements and/or project benefits are to be addressed.

Attachments

Upload any additional documents relevant to this application per the application's instructions.

Description	Upload
-------------	--------

Construction and Rehabilitation Projects

Construction and Rehabilitation Projects

Construction and Rehabilitation Projects can include the following phases:

Planning, Preliminary Engineering (including environmental review), Final Design and Real Estate Acquisition, Construction/Rehabilitation.

1. Are Construction and/or Rehabilitation related expenses part of the proposed project?

Yes v No

2. Identify the project development life cycle(s) that are included as part of this application for funding.

A. Planning and Scoping

B. Preliminary Engineering and Environmental Review

C. Final Design and Real Estate Acquisition

D. Procurement

E. Construction

If **C,D**, or **E** are selected above, please upload a copy of your FTA Region 6 Categorical Exclusion Worksheet

(if this project is not eligible as a categorical exclusion please contact your PTC).

FTA Region 6 Categorical Exclusion Worksheet

3. **This question is divided into 3 subparts - 3a through 3c - for the purpose of obtaining detailed information on status and funding for the various phases.**

3a. Identify completed phases and describe the activities that have taken place for those phases. Identify actual costs per phase and funding sources.

Phase

Activities which have taken place

Cost

Funding Source

Total: \$0

3b. Describe any current activities in progress, by project phase. Identify the cost per phase, funding sources and amounts committed.

Phase

Activities in progress

Cost

Funding Source

Amount Committed

Total: \$0

3c. Describe future activities, by project phase. For each phase provide the estimated cost, secured funding sources and amounts, and funds being requested.

Phase

Activities to be accomplished

Cost

Funding Source

Amount Committed

Amount Requested

Total: \$0

\$0

\$0

4. Provide the facility location if available.

N/A

Address

City

State

Zip

5. Describe the facility including the facility function.

Attachments

Upload any additional documents relevant to this application.

Description

Upload

As an authorized official of the Laredo, City of
I certify to the following:

- 1.The information presented in the application is true and accurate to the best of my knowledge.
- 2.I have not intentionally made any misstatements or misrepresented the facts.
- 3.The organization has the resources and technical capacity to support the project.
- 4.The organization has the resources and technical capacity to provide the required match.
- 5.The organization uses generally accepted accounting standards for its financial recordkeeping functions.
- 6.The organization will participate in a continuous, comprehensive dialogue throughout the life of the project.
This includes but is not limited to:

- On-Site monitoring by TxDOT personnel
- Timely submission of required reports
- Timely written notification of events that will affect the outcome of the project

7.The organization will comply with all applicable federal, state, and local laws and regulations.
This includes but is not limited to:

- Annual Certifications and Assurances
- Master grant agreements
- Project grant agreements
- Applicable federal program circulars and similar federal and state guidance

8.Applicant Affirmation: Compensation has not been received for participation in the preparation of the specifications for this call for projects.

- ✓ By checking and completing this document I certify that the above statements are true and that I have the authority to sign this document.

Name	Title	Date
Eduardo Bernal	Planning Manager/Operations Analyst	6/25/2020

Agency Name Laredo, City of
 Program Type STATE-U

Does this budget include indirect costs? * Yes No

If yes, please enter the Indirect Rate %

Attachments

If this budget includes In-Kind funds please upload supporting documentation.

When entering budget line items, fill out a row and then press the save button for additional rows.

Description	Upload

Description	Scope	Fuel Type	Award Amount		State Match		Local Match		In-Kind Match		Total Funds	Match Ratio	TDC
Preventive Maintenance - 11.7A.00			\$637,564	\$0	\$0	\$0	\$0	\$0	\$637,564		\$637,564		0
	# of Units			\$0	\$0	\$0	\$0	\$0					0
Subtotal:			\$637,564	\$0	\$0	\$0	\$0	\$0	\$637,564		\$637,564		0

**FY 2021 State Small Urban
Draft Funding Allocations**

Small Urbanized Area	Award Amount
Abilene	\$411,652
Amarillo	\$518,225
Arlington	\$341,663
Beaumont	\$490,488
College Station-Bryan	\$1,195,544
Galveston	\$396,564
Grand Prairie	\$170,584
Harlingen	\$383,706
Lake Jackson-Angleton	\$261,219
Longview	\$370,939
McKinney	\$477,778
Mesquite	\$142,455
Midland	\$347,979
North Richland Hills	\$116,134
Odessa	\$364,079
Port Arthur	\$434,781
San Angelo	\$355,377
San Marcos	\$257,257
Sherman	\$219,081
Temple	\$321,109
Texarkana	\$333,086
Texas City	\$333,530
Tyler	\$409,126
Victoria	\$342,092
Waco	\$627,231
Wichita Falls	\$437,695
Total	\$10,059,374

**FY 2021 State Large Urban
Draft Funding Allocations**

Large Urbanized Area	Award Amount
Brownsville	\$601,235
Conroe-The Woodlands	\$513,806
Killeen	\$415,133
Laredo	\$637,564
Lubbock	\$716,091
McAllen	\$616,171
Total	\$3,500,000

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 1 of 1

ALL Districts

The Texas Transportation Commission (commission) desires to award a total of \$76,119,986 in state and Federal Transit Administration (FTA) program funds to support a variety of public transportation needs in urbanized and non-urbanized areas of the state.

Of the amounts appropriated to the Texas Department of Transportation (department) by the General Appropriations Act of the 86th Texas Legislature, Regular Session, \$69,982,133 was appropriated for urban and rural public transportation systems for the 2020-2021 biennium. Title 43, Texas Administrative Code (TAC), §31.11 establishes a formula by which state public transportation funds shall be distributed to the large urban, small urban, and rural areas of the state. An award of \$34,991,067 of FY 2021 state funds to large urban, small urban, and rural transit districts is shown in Exhibit A and has been determined in accordance with §31.11.

Title 43, TAC, §31.31 establishes a formula by which public transportation funds shall be distributed under the FTA Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities program (49 U.S.C. §5310). An award of \$6,933,382 of federal §5310 funds is shown in Exhibit B and has been determined in accordance with §31.31.

Title 43, TAC, §31.36(g)(4) establishes a formula for calculating awards to rural transit systems based on total vehicle miles under the FTA Formula Grants for Rural Areas program (49 U.S.C. §5311). An award of \$16,010,141 of federal §5311 funds is shown in Exhibit C and has been determined in accordance with §31.36(g)(4).

Title 43, TAC, §§31.22, 31.36, and 31.37 establish the process by which program proposals shall be evaluated and funds distributed. On November 15, 2019, the department published a Notice of Call for Projects in the *Texas Register*. Project criteria included project planning and coordination, demonstration of project need and benefits, and project management. The commission finds that the projects in Exhibit D are eligible for funding and awards a total of \$18,185,396 in federal and state funds.


Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the department.

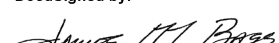
Transportation Code, Chapter 456 authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the awards in Exhibits A-D, submit the necessary state applications to the FTA, and enter into the necessary contracts.

Submitted and reviewed by:

Recommended by:

DocuSigned by:

C570CB3DE9C24B0...
Director, Public Transportation Division

DocuSigned by:

A36629BA547D4BD...
Executive Director

115771 June 25, 2020

Minute Date
Number Passed

EXHIBIT A
AWARD STATE FY 2021 FUNDS

Large Urbanized Area	Award Amount
Brownsville	\$601,235
Conroe-The Woodlands	513,806
Killeen	415,133
Laredo	637,564
Lubbock	716,091
McAllen	616,171
Total	\$3,500,000

Small Urbanized Area	Award Amount
Abilene	\$411,652
Amarillo	518,225
Arlington	341,663
Beaumont	490,488
College Station-Bryan	1,195,544
Galveston	396,564
Grand Prairie	170,584
Harlingen	383,706
Lake Jackson-Angleton	261,219
Longview	370,939
McKinney	477,778
Mesquite	142,455
Midland	347,979
North Richland Hills	116,134
Odessa	364,079
Port Arthur	434,781
San Angelo	355,377
San Marcos	257,257
Sherman	219,081
Temple	321,109
Texarkana	333,086
Texas City	333,530
Tyler	409,126
Victoria	342,092
Waco	627,231
Wichita Falls	437,695
Total	\$10,059,374

EXHIBIT A
AWARD STATE FY 2021 FUNDS

Rural Transit District	Award Amount
Alamo Area Council of Governments	\$1,066,693
Ark-Tex Council of Governments	677,423
Aspermont Small Business Development Center, Inc.	300,882
Brazos Transit District	1,825,324
Capital Area Rural Transportation System (CARTS)	987,509
Central Texas Rural Transit District	697,493
Cleburne, City of	368,668
Colorado Valley Transit, Inc.	484,101
Community Services, Inc.	432,068
Concho Valley Transit District	465,551
Del Rio, City of	334,102
East Texas Council of Governments	1,350,027
El Paso, County of	454,616
Fort Bend County	325,738
Golden Crescent Regional Planning Commission	613,997
Gulf Coast Center	345,162
Heart of Texas Council of Governments	423,381
Hill Country Transit District	601,584
Kleberg County Human Services	317,029
Lower Rio Grande Valley Development Council	604,279
McLennan County Rural Transit District	320,102
Panhandle Community Services	1,000,863
Public Transit Services	505,157
Rolling Plains Management Corporation	509,955
Rural Economic Assistance League, Inc.	673,976
Senior Center Resources and Public Transit, Inc.	367,948
South East Texas Regional Planning Commission	381,775
South Padre Island, City of	588,603
South Plains Community Action Association, Inc.	783,376
Southwest Area Regional Transit District	572,946
SPAN, Inc.	318,247
STAR Transit	403,062
Texoma Area Paratransit System, Inc.	569,159
The Transit System, Inc.	297,136
Webb County Community Action Agency	308,663
West Texas Opportunities, Inc.	1,155,098
Total	\$21,431,693
Grand Total FY 2021 State Funds	\$34,991,067

EXHIBIT B
AWARD FEDERAL §5310 FUNDS TO
SMALL URBAN AND RURAL AREAS

Agency	Award
Ark-Tex Council of Governments	\$352,414
Bluebonnet Trails Community Services	122,389
Brazos Transit District	674,013
Central Texas Rural Transit District	325,158
Coastal Bend Center for Independent Living	101,503
Colorado Valley Transit, Inc.	210,000
Community Services, Inc.	55,000
Concho Valley Economic Development District, Inc.	161,960
Concho Valley Transit District	103,997
East Texas Council of Governments	373,000
Galveston, City of	200,000
Golden Crescent Regional Planning Commission	405,731
Kleberg County Human Services	18,896
Longview, City of	37,500
Lower Rio Grande Valley Development Council	83,232
McLennan County Rural Transit District	187,178
Meals on Wheels Montgomery County	158,333
Mounting Horizons	265,834
NDMJ Ltd. Transportation	55,000
Odessa, City of	139,888
Panhandle Community Services	169,747
Panhandle Independent Living Center	138,428
Rolling Plains Management Corporation	169,900
Rural Economic Assistance League, Inc.	125,550
Smith County	287,500
South East Texas Regional Planning Commission	253,917
South Padre Island, City of	102,999
South Plains Community Action Association, Inc.	347,556
Southwest Area Regional Transit District	191,197
SPAN, Inc.	30,000
Starr County	148,754
Texoma Area Paratransit System, Inc.	130,770
The Transit System, Inc.	207,990
Waco, City of	317,552
West Texas Opportunities, Inc.	102,803
Wichita Falls, City of	177,693
Total	\$6,933,382

EXHIBIT C
AWARD FEDERAL §5311 FUNDS BASED ON TOTAL VEHICLE MILES

Rural Transit District	Award Amount
Alamo Area Council of Governments	\$730,426
Ark-Tex Council of Governments	656,420
Aspermont Small Business Development Center, Inc.	260,704
Brazos Transit District	819,544
Capital Area Rural Transportation System (CARTS)	639,901
Central Texas Rural Transit District	792,706
Cleburne, City of	171,728
Colorado Valley Transit, Inc.	287,632
Community Services, Inc.	133,491
Concho Valley Transit District	258,622
Del Rio, City of	149,538
East Texas Council of Governments	719,397
El Paso, County of	2,232,635
Fort Bend County	101,019
Golden Crescent Regional Planning Commission	585,378
Gulf Coast Center	74,873
Heart of Texas Council of Governments	264,019
Hill Country Transit District	347,795
Kleberg County Human Services	104,965
Lower Rio Grande Valley Development Council	340,488
McLennan County Rural Transit District	359,661
Panhandle Community Services	687,863
Public Transit Services	286,575
Rolling Plains Management Corporation	534,515
Rural Economic Assistance League, Inc.	723,462
Senior Center Resources and Public Transit, Inc.	302,281
South East Texas Regional Planning Commission	328,061
South Padre Island, City of	186,455
South Plains Community Action Association, Inc.	658,913
Southwest Area Regional Transit District	230,449
SPAN, Inc.	164,566
STAR Transit	319,846
Texoma Area Paratransit System, Inc.	191,177
The Transit System, Inc.	204,122
Webb County Community Action Agency	128,529
West Texas Opportunities, Inc.	1,032,385
Total	\$16,010,141

EXHIBIT D
 FY 2020 COORDINATED CALL FOR PROJECTS –
 AWARD FEDERAL AND STATE FUNDS

Agency	Award Amount
Abilene, City of	\$550,000
Alamo Area Council of Governments	235,000
All Aboard America!	2,102,000
Ark-Tex Council of Governments	35,000
Capital Area Rural Transportation System (CARTS)	2,175,990
Del Rio, City of	1,257,300
East Texas Council of Governments	370,000
El Paso, County of	1,052,871
Golden Crescent Regional Planning Commission	73,568
Greyhound Lines, Inc.	6,410,422
Gulf Coast Center	355,630
Lower Rio Grande Valley Development Council	302,000
Lubbock, City of	200,000
Panhandle Regional Planning Commission	125,000
Senior Center Resources and Public Transit, Inc.	100,000
South Padre Island, City of	278,000
South Plains Association of Governments	107,000
South Plains Community Action Association, Inc.	1,067,359
Southwest Area Regional Transit District	988,749
SPAN, Inc.	62,007
Texoma Area Paratransit System, Inc.	28,000
West Texas Opportunities, Inc.	309,500
Total	\$18,185,396

RESOLUTION NO. 2020-RT-09

AUTHORIZING THE CITY MANAGER AND STAFF TO APPLY AND SUBMIT A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION URBAN STATE-U-2020-LAREDO-00195, FOR FISCAL YEAR 2021, IN THE AMOUNT OF \$637,564 TO BE USED FOR PREVENTATIVE MAINTENANCE FROM THE STATE PUBLIC TRANSPORTATION FUNDS FOR LARGE URBAN, SMALL URBAN AND RURAL AREAS OF THE STATE BY THE GENERAL APPROPRIATIONS ACT ENACTED BY THE 86th TEXAS LEGISLATURE REGULAR SESSION AND APPROVED BY THE TEXAS TRANSPORTATION COMMISSION ON MINUTE ORDER 115711.

WHEREAS, the Texas Department of Transportation is prepared to award a grant to the City of Laredo for public transportation use in the amount of \$637,564; and

WHEREAS, in Minute Order No. 115711, approved on June 25, 2020, by the Texas Transportation Commission authorized to award \$34.9 million for FY 2021 for public transportation projects for large urban, small urban, and rural transit districts areas; and

WHEREAS, the City Mass Transit Board finds it to be in the best interests for the City of Laredo to apply and submit the grant application # STATE-U-2020-LAREDO-00195 for \$637,564 to be used for Preventative Maintenance for Fixed Route Bus and Paratransit Services.

NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD OF THE CITY OF LAREDO THAT:

Section 1. the City Manager and staff are authorized to apply and submit a grant application to the Texas Department of Transportation of State grant funds program in the amount of \$637,564; and

Section 2. the City Manager and staff are authorized to execute all necessary documents relating to the said grant application; and

Section 3. the grant funds shall be deposited in the City of Laredo Transit Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY _____
KRISTINA LAUREL HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 07/27/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudia San Miguel, Transit General Manager

SUBJECT

Discussion with possible action for El Metro Transit to reinstate the collection of bus fares for regular Fixed Route and Para Transit (El Lift) services. COVID-19 cases in the City of Laredo and that of Webb County continue to increase. In order to deter non-essential travel aboard the transit system, transit fare collection for both fixed route and Para Transit services is to be implemented along with the alignment of transit services with effective City of Laredo curfew orders effective 72 hours after approval of this motion.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

El Metro has realized an increase number of non-scientificallly identified increase number of non-essential travelers aboard our buses and vans. Passengers board the bus several times during the day and night - with no real destination.

In addition, an increase of incidents involving passengers refusing to wear face covers and to meet social distance requirements brings to light the need to re-instate fare collection to deter non-essential trips. Said incidents escalate to a level that law enforcement has been called to assist with unruly passengers. Unfortunately said unruly individuals dash off the bus as soon as law enforcement is called-in or approaches the bus not before threatening El Metro Bus Operator, using foul language and delaying services for the rest of the passengers – all while creating a potentially harmful health environment to both the Operator and all the passengers aboard the bus.

Trips after 8:30 pm do not appear to originate nor end at any essential location. Individuals appear to be just taking trips from one intersection or side of town to another.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval to reinstate the collection of fares and to align all bus services to approved / current curfew orders.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	Y
Source of Funds:	Passenger Revenue
Account #:	558-0000-339-1001
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Bus fares will be deposited in the Transit Revenue Collection fund.
